

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687758695589

अनुबंध तिथि | Contract Generated Date : 22-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4565013](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Petroleum and Natural Gas विभाग Department : NA संगठन का नाम Organisation Name : Hindustan Petroleum Corporation Ltd कार्यालय क्षेत्र Office Zone : Petroleum House	पद Designation : Operations Officer संपर्क नंबर Contact No. : 0891-2858914 ईमेल आईडी Email ID : con26.hpcl.vskp@gembuyer.in जीएसटीआईएन GSTIN : 37AAACH1118B1ZB पता Address : "Visakha White Oil Terminal Hindustan Petroleum Corpn Ltd Petro Park Port Connectivity Visakhapatnam - 530020", VISAKHAPATNAM, ANDHRA PRADESH-530020, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : DGM Maintenance वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Sr manager commercial	Role: CONSIGNEE

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 0833-2496595- ईमेल आईडी Email ID : con97.hpcl.ka@gembuyer.in जीएसटीआईएन GSTIN : 37AAACH1118B1ZB पता Address : HPCL, Rajahmundry Booster Station, VVSP Pipeline, Gummaladoddi, Korukonda - Gokavaram highway, Rajahmundry - 533289, EAST GODAVARI, ANDHRA PRADESH-533289, India	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; IT-Technical; IT maintenance engineer
		Manpower Outsourcing Services - Minimum wage - Skilled; IT-Technical; IT maintenance engineer
		Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Attendant
		Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mali/Gardner Helper

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 2KTY200001826100 कंपनी का नाम Company Name : SRI BALAJI ENTERPRISES संपर्क नंबर Contact No. : 09247840377 ईमेल आईडी Email ID : sribalaji_09@yahoo.in पता Address : 59-9-29,MALKAPURAM,BAZAR ZT, Visakhapatnam, ANDHRA PRADESH-530011, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-AP-10-0008928 एमएसई सामाजिक श्रेणी MSE Social Category : OBC एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 37AFNPN7425A1ZF (R) , (M)	

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 23-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 22-Apr-2026

श्रेणी नाम | Category Name : Manpower Outsourcing Services - Minimum wage

बिलिंग चक्र Billing Cycle: monthly		
विवरण Description	Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Highly-Skilled	
Type of Function	IT-Technical	
List of Profiles	IT maintenance engineer	
Educational Qualification	ITI	
Specialization	Not Required	
Post Graduation	Optional	
Specialization for PG	Not Applicable	
Experience	3 to 7 Years	
Zipcode	NA	
District	NA	
Minimum daily wage (INR) exclusive of GST	832	

Bonus (INR per day)	0.01	3	4.54
EDLI (INR per day)	4.16		
EPF Admin Charge (INR per day)	4.16		
Optional Allowances 1 (INR per day)	39.94		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
Estimated Number of Overtime Hours per Resource per Month	0		
Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)	0		
ESI (INR per day)	0.01		
Provident Fund (INR per day)	99.84		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	24		

कुल राशि (सूत्र) | Total Amount (Formula) :
 ((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per da y)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optio nal Allowances 3 (INR per day)) *Number of working days in a month)+(Estimated N umber of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months))

एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	2248345.1
कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	2248345.1

अतिरिक्त जानकारी | Additional Details

- Title for Optional Allowances 1 : Leave with wages
- Title for Optional Allowances 2 : NA
- Title for Optional Allowances 3 : NA
- Designation : Highly Skilled Manpower to RBS

श्रेणी नाम | Category Name : Manpower Outsourcing Services - Minimum wage

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	7	4.54
Type of Function		
List of Profiles		
Educational Qualification		
Specialization		
Post Graduation		
Specialization for PG		
Experience		
Zipcode		
District		
Minimum daily wage (INR) exclusive of GST		
Bonus (INR per day)		
EDLI (INR per day)		
EPF Admin Charge (INR per day)		
Optional Allowances 1 (INR per day)		
Optional Allowances 2 (INR per day)		
Optional Allowances 3 (INR per day)		
Estimated Number of Overtime Hours per Resource per Month		
Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)		
ESI (INR per day)		
Provident Fund (INR per day)		
Number of working days in a month		
Tenure/ Duration of Employment (in months)		

कुल राशि (सूत्र) | Total Amount (Formula) :
 ((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per da y)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optio nal Allowances 3 (INR per day)) *Number of working days in a month)+(Estimated N umber of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months))

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		4909945.07	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		4909945.07	
अतिरिक्त जानकारी Additional Details			
<ul style="list-style-type: none"> Title for Optional Allowances 1 : Leave with wages Title for Optional Allowances 2 : NA Title for Optional Allowances 3 : NA Designation : Skilled Manpower to RBS 			
श्रेणी नाम Category Name : Manpower Outsourcing Services - Minimum wage			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Semi-skilled	2	4.54
Type of Function	Others		
List of Profiles	Attendant		
Educational Qualification	ITI		
Specialization	Not Required		
Post Graduation	Optional		
Specialization for PG	Not Applicable		
Experience	3 to 7 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	589		
Bonus (INR per day)	49.06		
EDLI (INR per day)	2.95		
EPF Admin Charge (INR per day)	2.95		
Optional Allowances 1 (INR per day)	28.27		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
Estimated Number of Overtime Hours per Resource per Month	0		
Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)	0		
ESI (INR per day)	19.14		
Provident Fund (INR per day)	70.68		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	24		
कुल राशि (सूत्र) Total Amount (Formula) :			
$(((\text{Minimum daily wage (INR) exclusive of GST} + \text{ESI (INR per day)} + \text{Provident Fund (INR per day)} + \text{EDLI (INR per day)} + \text{Bonus (INR per day)} + \text{EPF Admin Charge (INR per day)} + \text{Optional Allowances 1 (INR per day)} + \text{Optional Allowances 2 (INR per day)} + \text{Optional Allowances 3 (INR per day)}) * \text{Number of working days in a month}) + (\text{Estimated Number of Overtime Hours per Resource per Month} * \text{Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc \& excluding GST)})) * (1.18 + \text{Percentage of Service charge inclusive of GST} / 100)) * \text{Number of Resources to be hired} * \text{Tenure/ Duration of Employment (in months)}$			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1165402.46	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		1165402.46	
अतिरिक्त जानकारी Additional Details			
<ul style="list-style-type: none"> Title for Optional Allowances 1 : Leave with wages Title for Optional Allowances 2 : NA Title for Optional Allowances 3 : NA Designation : Semi Skilled Manpower to RBS 			
श्रेणी नाम Category Name : Manpower Outsourcing Services - Minimum wage			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST

Skill Category	Unskilled		
Type of Function	Others		
List of Profiles	Mali/Gardner Helper		
Educational Qualification	Not Required		
Specialization	Not Required		
Post Graduation	Optional		
Specialization for PG	Not Applicable		
Experience	3 to 7 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	504		
Bonus (INR per day)	41.98	2	4.54
EDLI (INR per day)	2.52		
EPF Admin Charge (INR per day)	2.52		
Optional Allowances 1 (INR per day)	24.19		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
Estimated Number of Overtime Hours per Resource per Month	0		
Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)	0		
ESI (INR per day)	16.38		
Provident Fund (INR per day)	60.48		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	24		
कुल राशि (सूत्र) Total Amount (Formula) :			
((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per da y)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optio nal Allowances 3 (INR per day))*Number of working days in a month)+(Estimated N umber of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months))			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		997210.13	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		997210.13	
अतिरिक्त जानकारी Additional Details			
<ul style="list-style-type: none"> Title for Optional Allowances 1 : Leave with wages Title for Optional Allowances 2 : NA Title for Optional Allowances 3 : NA Designation : Un-Skilled Manpower to RBS 			
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		9320902.76	
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link			
एसएलए विवरण SLA Details			
Service Level Agreement			
Manpower Outsourcing Services – Minimum Wage Based			
1 Agreement Overview			
This is a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer’s premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer’s obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.			
The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:			
I. General terms and conditions for Services;(“GTC”)			
II. Service Specific Standard Terms and Conditions (“STC”) of the Services contracts shall include the service level agreement (SLA) for the service.			
III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.			
The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.			
2 Objectives and Goals			
The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:			
I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties			
II. Present a clear, concise, and measurable description of services offered to the Buyer			

III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified

IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed

2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

4 Terms & Conditions:

4.1 Buyer's Obligations:

- i. The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, the Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
- ii. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.
- iii. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.
- iv. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
- v. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.
- vi. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
- vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.
- viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.
- ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.
- x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.

4.2 Service Provider's Obligations:

- i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- ii. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
- iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
- iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
- v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
- vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
 - a. List of persons deployed (monthly)
 - b. Biodata/ resume with antecedents' details (at the time of deployment)
 - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - e. Identity proof and residential proof (at the time of deployment)
 - f. Copy of police verification certificate (at the time of deployment)
 - g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
 - h. Details of PF Account Number of resources
- xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
- xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
- xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The

documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.

- xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
- xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
- xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
- xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

4.3 Special Terms & Conditions:

- i. As per the Contract Labour Regulation and Abolition Act, 1970, the service provider/contractor shall be responsible for ensuring that wages are paid to the contract labour on time. The principal employer/buyer shall ensure that the wages are paid on time to the contract labour by the service provider/contractor. In case the service provider/contractor fails to pay the wages on time or makes short-payment, the principal employer/buyer shall be liable to pay the wages to the contract labour directly and recover the amount from the service provider/contractor.
- ii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1.
- iii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- iv. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.
- v. No advance payment shall be made to the Service Provider.
- vi. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- vii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- viii. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- ix. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- x. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- xi. In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.
- xii. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal
- xiii. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by service provider.

5 Deductions

Deductions can be imposed by the Buyer for the following:

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
	If employee is found disclosing any	Cancellation of the contract with cancellation		

No.	Description	1st Instance	2nd Instance	3rd Instance
2	confidential information/ document to the Service Provider/ any third party	charges @ 10% of the order value along with Reductions of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 daywages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

6 Payment Terms

- The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

7 Undertaking

The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy."

8 Formula Used

8.1 Cumulative Cost (Daily): -

"d" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3" + "oth" * "otr"

Where,

"bp" = Basic dailywage (INR) exclusive of GST

"pf" = Provident Fund (INR Daily)

"edli" = EDLI (INR Daily)

"esi" = ESI (INR Daily)

"bonus" = Bonus (INR Daily)

"admin" = EPF Admin Charge (INR Daily)

"nm1" = Optional Allowance 1 (INR Daily)

"nm2" = Optional Allowance 2 (INR Daily)

"nm3" = Optional Allowance 3 (INR Daily)

"m" = Cumulative Cost (INR Daily)

"oth" = Estimated Number of Overtime Hours per Resource per Month

"otr" = Remuneration per resource per hour for Overtime Hours (Incl. all applicable allowance etc. & excluding GST)

8.2 Total: -

"tcv" = (d * nd + "oth" * "otr") * (1.18 + sc / 100) * t * q

Where

"tcv" = Total Contract Value

"d" = Cumulative Cost (Daily) as calculated in 10.1 above

"sc" = Service Charge in %age, as quoted by service provider

"nd" = No. of working days in a month

"t" = Tenure for which service is required (In no. of months)

"q" = Quantity (No. of resources required by buyer)

Annexure - 1

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Geographic Presence: Office registration certificate : Andhrapradesh
2. Scope of work & Job description : [click here](#)
3. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Statutory Auditor Certificate : [click here](#)
3. Project Experience And Certificates With Respect To Eligibility Criteria : [click here](#)
4. Copy Of Labour Licence/pf/epf/esi Registration Letter/certificate : [click here](#)
5. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)
6. Auditor Certificate For Profit Making Entity In Last 3 Yrs : [click here](#)
7. Registration Certificate For Geographical Presence As Required By Buye : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) ePBG Percentage(%) :	1.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and

Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

2.3 Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file.](#)

2.4 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.5 Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Attachment- I

SCOPE OF JOB:

Item No 1: Services for Housekeeping services (Unskilled) at VVSPL, Rajahmundry.

- 1. Providing Services for Up Keep/ Housekeeping at VVSPL - RBS. Services at various S V/CP/IP Stations and also along Pipeline ROW/enroute on as & when required basis.**
- 2. In order to ensure safety of the location and to keep all the premises in neat & clean condition the following minimum activities shall be carried out:**
- 3. Upkeep / housekeeping of all buildings including rooms, corridors etc within the station premises (Sweeping/mopping/removal of cob webs, vacuum cleaning etc) & watering of all plants & lawn.**
- 1. Providing assistance in maintenance of all equipments - Daily**
- 2. Stacking of Scrap material in proper place - As & when required.**
- 3. Cleaning of Drains- Daily**
- 4. Cleaning of all office equipment like Xerox machine, Computers, Printers, telephones, chairs, tables, glass panels, cup boards etc.- Daily**
- 5. Office related work like photocopying/ filing/ retrieval of all documents etc other miscellaneous work like preparation of courier / mails safe keeping of files in filing cabinets etc- as directed by officer in charge as and when required.**
- 6. Cleaning of toilets at RBS daily. Upkeep maintenance of toilets floor /fittings/ drains cleaning with acid/ soaps/ detergents as directed by HPCL Housekeeping in-charge. (All consumables will be supplied by HPCL)**
- 7. Serving of Tea/Snacks & food to officers & guests and cleaning of utensils.**
- 8. Assistance in implementation of various government schemes like Swachh Bharat and Swachhata hee seva, etc.**
- 9. Assistance in Village meets, CSR implementation plan in various villages etc.**

Item No 2: Services for Gardening services (Semi-skilled) at VVSPL, Rajahmundry.

- 10. Providing Services for maintenance of lawn and garden at VVSPL - RBS, services at various SV/CP/IP Stations and also along Pipeline ROW/enroute on as & when required basis.**
- 11. In order to ensure cleanliness of the location and proper maintenance of lawn and garden at RBS, the following minimum activities shall be carried out:**

- a) Maintenance of lawn including hand weeding, trimming of lawn using Lawn cutter , watering of lawn on daily basis.
 - b) Housekeeping of entire outdoor area, piping area including Bitumen roads within the station premises -Daily
 - c) Watering of all plants in the processing area wherever required- Twice in a day without lapse. Water will be supplied by HPCL
 - d) Preparation of ground, planting of saplings, seasonal flowers, lawn grass etc as and when required/ instructed by HPCL Officer. Material will be provided by HPCL.
 - e) Stacking & pruning of hedge plants, flowerbeds, flower bushes and ornamental bushes - as & when required.
 - f) Removal and clearing of sick & dead plants as and when needed. Any sick /dead plants due to negligence of contract workmen shall be replaced at contractor cost.
 - g) Collection & stacking of garbage waste material, plant residues, dry leaves etc. at the designated place inside the station. Once in a month the contractor has to arrange a tractor for minimum 3 trips to dispose off the garbage waste material, plant residues, dry leaves as per the waste management procedure.
 - h) The disposal shall be done at a place demarcated by the Municipality / Gram Panchayat & proof of the same shall be submitted by the contractor as & when done.
 - i) Stacking of Scrap material in proper place - Daily
 - j) Protection of lawns & plants by spraying pesticides, fungicides & applying manure (pesticides, fungicides, manure will be supplied by HPCL) - As & when required.
 - k) Making channels for flow of water including leveling etc for free water flow to plants- As & when required.
 - l) Providing assistance in maintenance of all equipment as and when required
12. Office related work like photocopying/ filing/ retrieval of all documents etc other miscellaneous work like preparation of courier / mails safe keeping of files in filing cabinets etc- as directed by officer in charge as and when required.
13. Assistance in implementation of various government schemes like Swachh Bharat and Swachhata hee seva, etc.
14. Assistance in Village meets, CSR implementation plan in various villages etc.

ITEM NO. 3: SERVICES FOR PIPELINE OPERATIONS AT VVSPL, RBS ROUND THE CLOCK

1. Providing assistance in Shift Operations:
 - Gauging of all the above ground/ underground tanks and Sump tanks as and when required & Line up of receipt lines as per instructions from Control Room.
2. Collecting, storing and disposing of all types of samples as per requirement.
3. Operating all types of valves in manual / electrical mode as directed by Officers and Control room In-charge.
4. Assistance for cutting/tracking interfaces, checking densities, temperatures etc.
5. Loading / Unloading / shifting of materials as required for operations.
6. Up keeping of all facilities such as mainline pumps, above ground pipeline, valves etc. including SV Station valves.
7. Collection of necessary operations related data from field, and reporting the same to the Shift In charge.
8. Assistance in station line up during normal and pigging activities.
9. Assistance in startup & stopping operations of all types of pumps (Main line pump / density motor pump / sump pump / DRA pumps / pumps).
10. Assistance in station shutdown and restarting operations.
11. Alert Control room in case of any leak/ spillage observed immediately. Attending leaks and arresting the same.
12. General assistance to the officers during periodical rounds etc.
13. Shifting of firefighting equipment etc. to fire site in case of emergency and firefighting as per direction of Shift-in-Charge.
14. Assistance to any operational and maintenance activities required to be carried out at pipeline en-route, CP/SV/IP buildings, as directed by Officers/ In charge.
15. Any operational / maintenance nature of job as & when advised by Officers/ In charge.
16. The manpower provided has to give assistance to any kind of work like housekeeping, gardening, mechanical & miscellaneous jobs as and when required basis as per the directions

of Officers/ In charge.

17. Updating of Gauge book, sample register and valve operator logbooks. Providing sample tags and retain samples as per control room In-charge's instructions.
18. Assistance in implementation of various government schemes like Swacchh Bharat and other programs as and when required
19. Assistance in Village meets, CSR implementation plan in various villages etc.
20. Assistance in maintenance jobs during normal and shutdown periods at RBS and at any CP-stations as and when required. Participating in monthly and yearly ERDMP mock drills as per the assigned roles and responsibilities.
21. Minimum two workmen are to be present in Office in a shift. Pipeline operation continues for round the clock operations in 3 (three shift) shift operations. However, every workmen should be given one day off in a week and they should attend office 26/27 days in a month. However, services are to be provided on round the clock basis on 24*7 basis for all 365 days of the year.

Item No.4. Services (Highly Skilled) to be provided for fitter at RBS

1. Assistance in maintenance or carry out maintenance job independently as per instruction of officer-in-charge (Scheduled / Breakdown) of all Mechanical / Instrumentation Equipment, like HOVs of different sizes, all MOVs/actuators, all NRVs, Strainers, Density Meters/pumps/motors, scrapper barrels, Mainline/Booster pumps, Sump Pump/motor, Rupture Disk, Cartridge/Basket filters, Turbine meters, all sizes of pipeline (Above ground/underground), Flow control valves, Pressure transmitters, RTDs/TEs, TSVs and ATF flushing activities etc.

2. Assistance in operations as and when required for VVSPL.

3. Assistance in all types of maintenance (Scheduled / Breakdown) of all mechanical / Instrumentation equipment at various SV/CP/IP Stations and also along Pipeline ROW/enroute.

4. Providing mechanical / instrumentation assistance to any other jobs as advised by Engineer-in-Charge for smooth operation of pipeline.

5. Providing assistance in loading, unloading, packing and unpacking of material.

6. Providing assistance in cleaning and removing oil stains from all equipment, arresting leaks and cleaning of pipe lines & piping area including CP/SV stations.

7. Stacking of maintenance spares and equipment in proper place & its retrieval.

8. Assistance to Officer in-charge for verifying stores inventories.

9. Any other assistance to officer-in-charge including up keeping of the station, as per instruction of officer-in-charge.

10. The contractor's manpower for fitter should be ITI passed in mechanical and should have minimum 2 year of experience in oil industry.

11. Ensuring upkeep of all mechanical facilities/equipments including above ground pipeline of station at all the times.

12. Assistance in F&S related operations and maintenance as directed by officer in charge including spares management on need basis.

13. Assistance in helping/providing data to the officer in charge for preparing reports etc.

14. Assistance in implementation of various government schemes like Swachh Bharat and Swachata seva, etc.

15. Assistance in Village meets, CSR implementation plan in various villages etc.

16. As pipe line operations are critical, Contractor to make an arrangement that the man power employed by him should be contacted at all times (24 hours) in case of emergency i.e. they should have mobile phones and can be contacted in case of emergency

Services (Highly Skilled) to be provided for Operation & maintenance of Company owned heavy Vehicles (motor vehicle class I) i.e. ERV & FOAM TENDER & COMPANY MAINTENANCE VEHICLE

1. Vehicles are required to be operated and checking to be done on daily basis and report to be submitted to the Officer-in Charge.
2. Reporting office will be VVSPL-RBS, Rajahmundry Booster Station, Gummalladoddi. However, services are to be provided at all SV/CP/IP Stations and also along Pipeline ROW/enroute.
3. The vehicles are to be maintained as per the manufacturer recommendation as well as the instruction of Officer-in-Charge.
4. The contractor's manpower operating the vehicles should possess a valid heavy vehicle driving license. License should always be in their possession during the duty period.
5. Vehicles are to be taken to workshop for repair / servicing purpose. The contractor has to ensure that the vehicles are in good and workable condition all the time.
6. Any foreseeable maintenance requirement should be planned in advance in discussion with the Officer-in-Charge.
7. All vehicles have to be taken to pipeline site as and when required.
8. The manpower operating the Foam tender & ERV will be given training for handling its accessories like pump, nozzles, hoses, Foam trolley etc. and the job scope includes operating all these accessories.
9. All tools & tackles and any material required for operation and maintenance of the vehicles will be provided by the corporation.
10. As the manpower operating the vehicles need to attend the emergency calls, Contractor to make an arrangement that the man power should be contacted at all times (24 hours) in case of emergency i.e. they should have mobile phones and can be contacted in case of emergency.
11. Manpower should stay in and around Gummalladoddi and not to stay in any case beyond Korukonda or Gokavaram so that they can reach the office immediately in case of any emergency at any time after office hours also.
12. It is the contractor's responsibility to arrange manpower at the time of any emergency.
13. Providing assistance in cleaning/up keeping of station at VVSPL- RBS & CP/SV stations and during major maintenance activities as and when required or as per instruction of officer in-charge.
14. Assistance in implementation of various government schemes like Swatch Bharat and Swachata hee seva, etc.
15. Assistance in Village meets, CSR implementation plan in various villages etc.

Item No.5. Yearly Bonus un-skill Area-C

The contractor shall pay minimum bonus yearly to all his workmen @ 8.33% of 7,000/- per month or the applicable minimum wages for Item No 1, as fixed by the appropriate government, whichever is higher as per the payment of bonus act, 1965 as amended from time to time. Bonus shall be paid yearly, for the first year after the completion of 1 year and for the remaining 7 months at the end of the contract.

Item No.6. Yearly Bonus Semi - skill Area-C

The contractor shall pay minimum bonus yearly to all his workmen @ 8.33% of 7,000/- per month or the applicable minimum wages for Item No 2, as fixed by the appropriate government, whichever is higher as per the payment of bonus act, 1965 as amended from time to time. Bonus shall be paid yearly, for the first year after the completion of 1 year and for the remaining 7 months at the end of the contract.

Item No.7. Yearly Bonus Skilled Area-C

The contractor shall pay minimum bonus yearly to all his workmen @ 8.33% of 7,000/- per month or the applicable minimum wages for Item No 3, as fixed by the appropriate government, whichever is higher as per the payment of bonus act, 1965 as amended from time to time. Bonus shall be paid yearly, for the first year after the completion of 1 year and for the remaining 7 months at the end of the contract.

Item No.8. Yearly Leave Wages un - skill Area-C

The contractor shall pay leave with wages yearly to all his workmen @ 4.8 % of the applicable minimum wages, as fixed by the appropriate government for Item No 1. Leave with wages shall be paid yearly, for the first year after the completion of 1 year and for the remaining 7 months at the end of the contract.

Item No.9. Yearly Leave Wages Semi - Skilled Area-C

The contractor shall pay leave with wages yearly to all his workmen @ 4.8 % of the applicable minimum wages, as fixed by the appropriate government for Item No 2. Leave with wages shall be paid yearly, for the first year after the completion of 1 year and for the remaining 7 months at the end of the contract.

nd of the contract.

Item No.10. Yearly Leave Wages Skilled Area-C

The contractor shall pay leave with wages yearly to all his workmen @ 4.8 % of the applicable minimum wages, as fixed by the appropriate government for Item No 3. Leave with wages shall be paid yearly, for the first year after the completion of 1 year and for the remaining 7 months at the end of the contract.

Item No.11. Yearly Leave Wages High Skilled Area-C

The contractor shall pay leave with wages yearly to all his workmen @ 4.8 % of the applicable minimum wages, as fixed by the appropriate government for Item No 4. Leave with wages shall be paid yearly, for the first year after the completion of 1 year and for the remaining 7 months at the end of the contract.

Item No.12. Extra man-day -Unskilled

1. In case the services are required on weekly off day of workmen decided by HPCL or any additional man power requirement on normal working days then Extra manpower is applicable. Nature of services are as per Item No.1 of SOJ. The contractor has to comply the EPF and ESIC act also while deploying additional man power.

2. The contractor shall ensure that each of the workmen deployed by him are given weekly offs as per the provisions of the Factories Act, 1948 and the State Factories Rules or under any other applicable laws. The contractor shall ensure that if due to work exigencies or otherwise, any of his workman is called for work on the days of his weekly off, he shall be given a mandatory off within the next three succeeding days, in addition to payment of Overtime.

Item No.13. Extra man-day -Semi skilled

1. In case the services are required on weekly off day of workmen decided by HPCL or any additional man power requirement on normal working days then Extra manpower is applicable. Nature of services are as per Item No.2 of SOJ. The contractor has to comply the EPF and ESIC act also while deploying additional man power.

2. The contractor shall ensure that each of the workmen deployed by him are given weekly offs as per the provisions of the Factories Act, 1948 and the State Factories Rules or under any other applicable laws. The contractor shall ensure that if due to work exigencies or otherwise, any of his workman is called for work on the days of his weekly off, he shall be given a mandatory off within the next three succeeding days, in addition to payment of Overtime.

Item No.14. Extra man-day -Semi skilled

1. In case the services are required on weekly off day/ national holiday of workmen decided by HPCL or any additional man power requirement on normal working days then Extra manpower is applicable. Nature of services are as per Item No.3 of SOJ. The contractor has to comply the EPF and ESIC act also while deploying additional man power.

2. The contractor shall ensure that each of the workmen deployed by him are given weekly offs as per the provisions of the Factories Act, 1948 and the State Factories Rules or under any other applicable laws. The contractor shall ensure that if due to work exigencies or otherwise, any of his workman is called for work on the days of his weekly off, he shall be given a mandatory off within the next three succeeding days, in addition to payment of Overtime.

Item No.15. Extra Man-day -Highly Skilled

1. In case the services are required on weekly off day of workmen decided by HPCL or any additional man power requirement on normal working days then Extra manpower is applicable. Nature of services are as per Item No.4 of SOJ. The contractor has to comply the EPF and ESIC act also while deploying extra man power.

2. The contractor shall ensure that each of the workmen deployed by him are given weekly offs as per the provisions of the Factories Act, 1948 and the State Factories Rules or under any other applicable laws. The contractor shall ensure that if due to work exigencies or otherwise, any of his workman is called for work on the days of his weekly off, he shall be given a mandatory off within the next three succeeding days, in addition to payment of Overtime.

Item No.16. Out of Station night halts for unskilled workmen

In case the unskilled manpower is required to be used outside the company premises and when they are required to stay overnight, the night halts shall be given. Nature of services ar

as per Item No.1 of SOJ. Night halt payable at Rs.325/- per night halt per worker. Overtime is not applicable.

Item No.17. Out of Station night halts for Semi skilled workmen

In case the unskilled manpower is required to be used outside the company premises and when they are required to stay overnight, the night halts shall be given. Nature of services are as per Item No.2 of SOJ. Night halt payable at Rs.350/- per night halt per workman. Overtime is not applicable.

Item No.18. Out of Station night halts for Semi skilled workmen

In case the unskilled manpower is required to be used outside the company premises and when they are required to stay overnight, the night halts shall be given. Nature of services are as per Item No.3 of SOJ. Night halt payable at Rs.375/- per night halt per workman. Overtime is not applicable.

Item No.19. Out of Station night halts for highly skilled workers

In case the highly skilled manpower is required to be used outside the company premises and when they are required to stay overnight, the night halts shall be given. Nature of services are as per Item No.4 of SOJ. Night halt payable at Rs.400/- per night halt per worker. Overtime is not applicable.

Item No.20. Additional hours for the services of Housekeeping (Unskilled)

1. The normal duty duration is 8 hours. In case the services are more than 8 hours, extra working hours is applicable. Nature of services are as per item no.1 of SOJ. The rate of OT hour is double the rate of normal wages.

2. Appropriate prior approval shall be obtained from OIC by Contractor for all such extra works. Duly OIC approved sheet shall be produced along with the monthly services invoice.

Item No.21. Additional hours for the services of Gardening (Semi skilled)

1. The normal duty duration is 8 hours. In case the services are more than 8 hours, extra working hours is applicable. Nature of services are as per item no.2 of SOJ. The rate of OT hour is double the rate of normal wages.

2. Appropriate prior approval shall be obtained from OIC by Contractor for all such extra works. Duly OIC approved sheet shall be produced along with the monthly services invoice.

Item No.22. Additional hours for the services of Gardening (Semi skilled)

1. The normal duty duration is 8 hours. In case the services are more than 8 hours, extra working hours is applicable. Nature of services are as per item no.3 of SOJ. The rate of OT hour is double the rate of normal wages.

2. Appropriate prior approval shall be obtained from OIC by Contractor for all such extra works. Duly OIC approved sheet shall be produced along with the monthly services invoice.

Item No.23. Additional hours to be provided for Highly Skilled man power

1. The normal duty duration for the drivers is 8 Hours. In case the services of the highly skilled man power are needed more than 8 hours either inside the station or the pipeline enroute the extra working hours is applicable. Nature of services are as per Item No. 4 of SOJ. The rate of OT hour is double the rate of normal wages.

2. Appropriate prior approval shall be obtained from OIC by Contractor for all such extra works. Duly OIC approved sheet shall be produced along with the monthly services invoice.

Important Note: As per HPCL's estimate, following minimum number of persons are required to be employed by the Contractor to provide the services listed above at VVSPL-RBS, Rajahmundry as below:

Item No.	Services	No. Of Persons / Day
1.	Fitter Services	1 Highly Skilled
2.	Heavy Vehicle (motor vehicle class I) driver Services	2 Highly Skilled
3.	Valve operators (07 nos.)	07 Skilled
4.	Gardening Services	2 Semi-Skilled
5.	House Keeping Services	2 Unskilled

However, above number of persons are only indicative and contractor has to deploy additional persons as and when required to complete the services listed above. Also HPCL may use less quantity as per actual requirement. So vendor should not have any objection regarding this.

Item No.24. Travel Allowance for Contract Manpower

Travel allowance to be paid to the contract workman as per the latest circulars of hr. At present for A class rate is Rs 70 per day. Same shall be paid based on the number of actual working days.

Item No.25. Differential Wage Amt

Differential wage amount due to statutory wage revisions shall be paid to contractor from this line.

Item No.26. WC Policy reimbursement

Reimbursement for the workmen compensation policy for whom ESIC is not applicable shall be done at actuals.

Item No.27. PPE kit for workmen

Contractor has to provide the following PPEs, Specifications of PPEs are provided below:

- a) Two Helmets with adjustable chin strap for two years (Karam, Udyogi, Heapro or any reputed brand with ISI mark)
- b) Two pair of Safety shoes for two years (Karam, Allen Cooper, Bata or any reputed brand).
- c) One pair of Gum boots for two years(Any reputed brand with ISI mark)
- d) Four pairs of good quality socks for two years
- e) One Raincoat for two years

Specification of Safety Shoe are provided below:

SAFETY SHOES SPECIFICATION:

Sr. No.	Description	Specification
1	Safety Shoes - Type	Ankle Type
		Safety Shoes conforming is 15298 (Part – II): 2011 and bearing is mark and preferably light weight. Shoes should be made wi

2	Specifications	th polyurethane sole fixed by direct injection process. Metal Should not be used in shoe Construction except for toe cap and eyelets.
3	Upper Leather	Plain corrected grain (CG) chrome tanned buff black leather of thickness 2mm +/- 0.2 mm, having tensile strength more than 120 N. It should be resistant to penetration and absorption of water for 30 minutes (DINIS).
4	Inner Lining	Quarter & Vamp to be made of 1.0-1.2 mm non-woven which should absorb perspiration and reduce fatigue.
5	Antistatic Property	Electrical resistance shall be above 100 K ohm
6	In sole	Insole should be 2.0 – 3.0 mm thick and cushioned for comfort.
7	Toe Cap for Protection	Steel toe cap, energy rating up to 200 (+/-4) joules with padding under steel toe cap. Internal length of Toe Cap : above 39 mm.
8	Sole	Soles should be made up of double density Polyurethane and fixed by direct injection process using automatic machines. It should be anti-skid, anti-static, acid, alkali, oil & water-resistant. It should be heat resistant up to 120 Deg. C.
9	Leg Height	Leg height measured inside shoe should be 110 mm for size 8.
10	Other	Upper should be stitched with Nylon thread. It should have 4 set of D rings made of non-rusting material. Tongue should be below type, tongue and collar should be made of soft split leather.
11	Marking	Month/Yr. of manufacturing and IS mark on tongue

These items are to be provided as per the schedule mentioned below:

Contractor has to provide only ISI marked material of good quality to the workmen. SOR rates mentioned in the tender are inclusive of PPE cost, police verification and medical expenses. So, while quoting rates in the tender, contractor has to consider this and after finalization of the PO, HPCL will reimburse nothing extra.

The distribution of PPEs to contractor's employees as per the below schedule:

Sr. No	Description	List of PPE's to be provided
1	15 days from the date of PO.	2 pairs of good quality stitched overall, 1 pair of shoes, 1 pair gum boot, 2 pairs of socks, 1-helmet and 1 raincoat per contract employee.
2	15 days from the second year starting of the contract in case of extension of the contract based on satisfactory performance.	2 pairs of good quality stitched overall, 2 pairs of socks, 1 helmet and 1 pair of shoes per contract employee.

The contractor has to show the sample of the items which will be distributed to the workmen to the Officer in-charge. Only upon the certification of OIC, the above items to be distributed. The contractor has to maintain the register for the documentary proof of distribution and a copy of the sa

me to be submitted with the first month and thirteenth month bill to EIC. The bill without the above documents will not be accepted for payment. If the contractor fails to supply the above items within the time frame a penalty of Rs.500 per week will be deducted from the bill.

Item No.28. Uniform

Contractor to provide to 02 nos. overalls / per year to the workmen (individual). These items are to be provided as per the schedule mentioned above.

Specifications of overall are provided below:

COTTON COVERALL SPECIFICATION:

Coverall shall have following specification:

- Cotton coverall is a single piece cotton clothing, which covers both the upper and lower parts of the body as a single piece.
- A two-piece garment consisting of a jacket and a pair of trousers is not acceptable.
- The material should be 100 % cotton without any synthetic textile mix.
- The thickness of the material to be decided basis location climatic conditions.
- Color code for Coverall: Khaki (HEX code: #987d44)

The contractor has to show the sample of the items which will be distributed to the workmen to the Officer in-charge. Only upon the certification of OIC, the above items to be distributed. The contractor has to maintain the register for the documentary proof of distribution and a copy of the same to be submitted with the first month and thirteenth month bill to EIC. The bill without the above documents will not be accepted for payment. If the contractor fails to supply the above items within the time frame a penalty of Rs.500 per week will be deducted from the bill.

Item No.29. Medical Test for Contract workmen

1. The contractor shall ensure that the workmen is subjected to general medical check every half year as per factories act and Fitness proof certificates are to be submitted to Officer in-charge half yearly. The below mentioned tests have to be done in reputed laboratories and has to be vetted by a physician. The contractor has to maintain the register for the documentary proof of medical records and a copy of the same to be submitted with the half-yearly running month's bill to EIC. The bill without the below documents will not be accepted for payment. If the contractor fails to perform the tests mentioned within the time frame of two weeks, then an amount of Rs. 500 per week will be deducted in the bills.

- i) BP (Blood pressure)
- ii) Chest X ray
- iii) ECG
- iv) Blood test (fasting & post lunch)
- v) Complete Urine Examination.
- vi) Eye Sight
- vii) Dental examination

Medical reports and Medical certificate duly signed by Authorised doctor shall be submitted within first one month, Seventh Month from the date of commencement of PO for both first year and second year.

Police Verification:

Contractor has to provide police verification certificates certified by Inspector of police from local police station for each person deployed (concerned Police Station related current place of residence) for all his manpower deployed under the P.O in the beginning of the contract and the same shall be valid for one year only OR upon expiry of PO whichever is earlier. Renewal of Police verification has to be done if PO is extended for 2nd year, same is valid for next one year. In absence of above mentioned report, payment will not be processed and will be construed to take suitable action against the vendor. The rate quoted shall include all these expenses and No extra payment will be made by HPCL.

Penalties:

Absenteeism/Late coming/Early going (More than 30 minutes) of work men is not acceptable and necessary penalties shall be levied/collected from the deviators and finally deducted from the submitted bills of vendor. Absenteeism/Late coming/Early going less than 30 minutes is also not acceptable if it is repeated for more than 3 times. Penalty shall be @1/4th of Basic pay or 250 whichever is higher.

The above mentioned activities are indicative only and are not limited. So while quoting the rate in tender, the party has to consider these cost also. After finalization of PO, HPCL will consider nothing on this

All the above jobs are to be carried out as per the direction given by engineer In-charge. All materials, consumables, spares, tools, tackles and special personal protective equipment (except PPEs for workmen) will be provided by HPCL.

Item No.30. SERVICES F/MISCELLANEOUS FEES:

SERVICES FOR MISCELLANEOUS FEES: SERVICES TOWARDS PAYMENT STATUTORY FEES LIKE INSURANCE, FITNESS CERTIFICATE, GREEN TAX AND ROAD TAX FOR COMPANY OWNED VEHICLES LIKE EMERGENCY RESPONSE VEHICLE, FOAM TENDER AND MAINTENANCE VEHICLES. THIS IS LUMP SUM ITEM AND QUANTITY WILL BE PAID AGAINST SUBMISSION OF PROOF OF PAYMENT AND OBTAINING INSURANCE, ROAD TAX AND FITNESS CERTIFICATES ETC.

Attachment - II

A) SPECIAL TERMS AND CONDITIONS:

1. The job involved is purely on Contract basis and persons engaged by the contractor shall all not be / deemed to be an employee of the Corporation.

2. **Period of the contract will be for one year from the date as mentioned in the purchase order. The same may be renewed further for one more year at the same rates, terms and conditions at the sole discretion of the Corporation.**
3. **It shall be the responsibility of the Contractor to ensure compliance with all Labor law provisions, including the payment of minimum wages as declared by Central Government or state government whichever is higher.**
4. **The contractor shall also be liable to pay the differential of proportionate increase due to revision in the minimum wages as notified by the Govt. Authorities from time to time during the period of contract. Accordingly, contractor should quote be taking into consideration future increase in minimum wages as well. The contractor shall also ensure disbursement of wages to his workmen by e-payment. The contractor shall also comply with various other labor law provisions such as PF, ESIC, Bonus (8.33%) as per Payment of Bonus Act, and Leave with wages (4.80%) etc.**
5. **Contractor has to attach following documents along with the bills:**
 - A) **Proof of having deposited employee's as well as employer's contribution towards PF & ESIC. PF & ESI amounts have to be deposited by 15th of each month for every completed previous month.**
 - B) **Proof of having paid wages to his workmen within 7th day of the following wage period. Wages must be paid to the workmen engaged by the contractor in presence of an officer authorized by HPCL and the Wage Register is to be signed by the said officer with the following certification:
'Certified that the amount shown in Column no. _____ has been paid to the workmen concerned in my presence on _____ at _____.'**
 - C) **Copy of Attendance sheet of workmen concerned.**
 - D) **Also supporting documents Register of wages, Bonus paid register, leave with wage register, Wage slips, Online payment account statement to be attached.**
6. **The contractor has to ensure regular submission of all monthly, half yearly & yearly returns to the EPF authorities and other statutory authorities and a copy to be submitted to the office.**
7. **The contractor has to maintain all books, registers, form & other related documents which are prescribed under Contract Labour (regulation & abolition) Act, 1970 & its central rules 1971, Minimum Wages Act 1948 & its central rules, EPF & MP Act 1952, ESIC Act 1948, and all other concerned Acts/ labour laws & its central rules.**
8. **The Contractor shall observe and abide by the provisions of all laws, rules and regulations and shall also obtain at his own cost all necessary licenses and permit that may be necessary for the purpose of carrying out the provision of the agreement. It shall also be the responsibility of the contractor to ensure compliance with all labor laws provision including all such liabilities due and payable under any other laws. The contractor should comply with all labor laws like PF, ESI, contract labor (regulation & abolition) minimum wages, bonus, leave wages and statutory regulations and maintain records pertaining to PF, ESI, Muster register etc., and make them available to M/s-HPCL for verification. The contractor is liable to bear any penalties imposed by statutory bodies for not adhering to any rules and regulations on time to time basis. HPCL will not be responsible and will not make any extra payment on this account. The quoted rates shall be inclusive of all these requirements.**
9. **The payment of wages to the employees employed by the contractor is to be disbursed by the contractor himself or by his nominee.**
10. **Corporation will issue Certificate in Form V to the contractor for obtaining License as provided under Section 12 of the Act, if required.**
11. **In case the contractor fails to provide the service on any particular day or period, HPCL has the right to hire an outside agency at the cost and risk of contractor.**
12. **All employees deployed by the contractor/vendor shall be covered under the ESI Scheme. The contractor has to ensure that employees are covered under ESI and have to ensure the issuance of ESI Smart card or latest version of document to them. Therefore, as a proof, copy of ESI Smartcard issued by ESIC or latest version of document to be attached along with monthly regular bills.**
13. **The vendor shall not deploy manpower more than the stipulated no's covered by ESI. If due to exigencies, more manpower is deployed, then the vendor shall take additional ESI covering the additional manpower.**
14. **The vendor shall not be allowed to commence the job unless he will submit EPF and ESIC policy copy.**
15. **Contractor shall quote rates meeting the latest minimum ALC wages plus all statutory payments (prevailing at the time of bidding). Contractor shall ensure compliance to mi**

nimum wage act and all other statutory requirement during execution of the contract.

16. The present rate of minimum wages applicable as per the Notification for the wages of the contract labour notified under rule 25(v) (b) of the A.P Contract Labour (R&A), Rules.
17. As per table below the following wages and incentives of skilled will have to be paid by the contractor:

Sr No.	Items	Remarks	Amount for Highly skilled	Amount for Skilled	Amount for Semi skilled	Amount for Unskilled
1	Basic + VDA	ALC state wage as of 01/10/23	21632	18434	15314	13104
2	ESIC	3.25 % of (Basic + VDA)	0	599.11	497.71	425.88
3	EPF+EDLI Charges	13% of (Basic + VDA)	2812.16	2396.42	1990.82	1703.52
4	Bonus	8.33 % of Rs 7000/- or minimum wage (Basic+VDA) whichever ever higher	0	1535.55	1275.66	1091.56
5	Leave Wages	4.80% on actual wage (Basic + VDA) paid	1038.34	884.83	735.07	628.99
TOTAL			25482.496	23849.91	19813.25	16953.96

****Bonus is payable for the labours who are drawing wages below Rs. 21000/- p.m. Further, for the purpose of calculation of bonus, the wages is considered to be Rs. 7000/- p.m. or the minimum wage whichever is higher.**

Note: One contract work man working for full month without any absenteeism will be considered as 26 working days in a month and hence will be considered as one man-month. This public holidays declared by HPCL will not considered as leave or absenteeism. In case of absenteeism, same will be deducted on pro rata basis.

For the contract workmen drawing wages up to Rs. 21,000/- per month the bonus shall be payable. Bonus has to be calculated at the rate of 8.33% of Rs. 7,000/- per month or the minimum wages for the scheduled employment, whichever is higher.

18. Contractor has to pay minimum wages which will be intimated by ALC from time to time.
19. The contractor shall pay for Additional man-days/ man hour as per the minimum wages act and factories act and shall quote accordingly. With submission of proof, HPCL will reimburse the same. Quantities are indicative only. HPCL reserves the right to use or not to use. Rates to be quoted as per skilled rate.
20. The above calculations are based on latest wage revisions during the time of tendering. Contractor has to pay revised wages in case of revisions during the tenure of the contract which takes place every six months generally. The differential amount that arises due to escalation in wage rates shall be reimbursed by HPCL upon submission of proof of payment by the contractor. The contractor shall pay to the contract work men only through E-payment. And he should submit the account statement with the bill.
21. **Statutory Revisions Payment:-**The differential amount that arises due to escalation in wage rates, statutory revisions like bonus, EPF, ESI etc. shall be reimbursed by HPCL upon submission of proof of payment by the contractor.
22. **Penalty for delayed wage payments: -**The contractor has to pay the wages of the current month to the workmen on or before the 7th of the particular month failing which an amount of Rs.500 per day will be deducted from the running bills.
23. **Parties in their own interest shall visit the site and understand the scope of the job first and then only he shall quote.**

24. **All the workers deployed by the contractor shall be aware of HPCL's "Integrated Management Policy: and shall abide by the same at all times.**
25. **Penalty clause: The contractor shall provide C&A Verification certificates certified by Inspector of police from local police station and medical report for each person deployed within 30 days from the date of PO. Otherwise bill will not be processed for payment and a penalty of Rs. 200/- for C & A verification certificates per person per month and Rs 500/- for medical fitness certificate per week shall be levied if not submitted within the above mentioned period. The rate quoted shall include all these expenses and no extra payment will be made by HPCL.**
26. **Person should be available on short notice at any time to attend the maintenance jobs / exigencies depending on requirement. They shall be always available over telephone.**
27. **The contractor should make all the safety arrangements like drinking water etc for the persons attending the job as per relevant rules and laws.**
28. **Contact telephone number of contractor/representative shall be given to HPCL officer in charge.**
29. **All necessary permits like cold work permit/ hot work permit/work at height/confined space entry permit (Wherever applicable) to be taken from pipeline control room / Terminal Authorities before commencement of work regularly without fail.**
30. **All instruments, tools, tackles and consumables shall be arranged by HPCL.**
31. **Contractor shall not be entitled to sublet the job.**
32. **The reporting location shall be VVSPL, Rajahmundry Booster Station.**
33. **Contractor to provide workmen with at least 2 years of Oil industry experience and to ensure the engaged workmen have relevant experience**
34. **The contractor shall issue the following to the workers and ensure that it is carried by them inside the premises:
Wage Slip as per Form XIX [See Rule 78(1)(b)] - Contract Labour Act
Employment Card as per Form XIV[See Rule 76] - Contract Labour Act**
35. **In case contractor's quoted rate are not meeting the minimum wage plus statutory payment, party's offer will be rejected. Party shall quote the applicable GST rate separately. Also rate quoted by contractor must include Leave wages/ Bonus as per applicable act.**
36. **HPCL reserves the right to terminate this contract at any time before expiry of the period of contract by giving 30 days' notice to contractor in writing without assigning any reason whatsoever.**
37. **SAFETY AND SECURITY: All the safety and security regulations and other statutory rules as applicable in area shall be complied by Contractor in toto. In the event of any damage caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep HPCL indemnified against all cases and claims for arising out of the same. The contractor shall keep HPCL indemnified and save HPCL from any and all claims whatsoever inclusive of damage/ cost or otherwise arising from injuries or alleged damages to the property.**
38. **The contractor has to submit the following documents within 15 day from the date of PO.
a. C & A verification of workmen employed.
b. Fitness certificate from local government Hospital doctors with clinical report
c. Bio-data containing Name, address, contact no. & identity card for the workmen deployed/ spare or reliever.**
39. **The contractor shall be fully responsible for observing the provision of workmen's compensation act, the contract labor act and any other applicable acts in force during execution of order.**
40. **HPCL reserves the right to add or delete any item of the bill of quantities at later date at its discretion depending on the site requirements and also split the entire job between two or more contractors without assigning any reason. Offer not meeting terms and conditions shall be rejected.**
41. **Payment terms: Payment will be released as per GTC.**
42. **In case of unsatisfactory performance of the job by the party, HPCL has the right to get the job done by a third party and all expenses incurred in doing the same shall be debited to the party's bills. However written intimation will be given by HPCL to the par**

ty before carrying out the job by a third party.

43. Contractor is advised to depute well-mannered manpower. Contractor shall submit the copy of employment letters given to their employees for our records.
44. The Jobs has to be carried out at the following address:
Hindustan Petroleum Corporation Limited
Visakha-Vijayawada-Secunderabad Pipeline
Rajahmundry Booster Station,
Gummaladoddi, Gokavaram - Mandal,
East Godavari Dt. - 533 289, Andhra Pradesh

The address of CP/SV stations are as follows.

CP-8

**Chintaluru Village,
Prathipadu Mandal
EG DIST**

CP-9

**Kandregula Village
Jaggamopeta mandal
EG DIST**

CP-11

**Singavaram Village
Seetanagram Mandal
EG DIST**

CP-12

**Gutala Village
Polavaram Mandal
WG DIST**

CP-13

**Kamatigunta Village
Gopalapuram mandal
WG DIST**

CP-14

**Perampeta Village
Jangareddygudem mandal
WG DIST**

45. The contractor shall provide Labor License No, EPF Est. Code No and ESI Est. code in their un-priced bid. However, in case of ESI, the contractor will be given 15 days' time from the date of PO for complying all the formalities with respect to ESI requirement for his employees. During this period work man compensation policy to be provided by contractor.
46. On any day if services are not received in time as per scope of job, 10% of the monthly bill or the cost of the job carried out (by some other agency at the discretion of HPCL & at the risk and cost of the contract) whichever is higher will be deducted from the bill. Its approximately Rs 10,000/-.
47. Depending upon the requirement of maintenance of pipeline may be required to be provided at RBS and at any of the CP/SV stations as per the directions of Engineer-in-charge from time to time. However, the transport from RBS to intermediate CP/SV Stations shall be provided by HPCL. However, in case of non-availability of HPCL's transportation, party or his workmen shall use public transport for carrying out the maintenance activities. Actual to and fro APSRTC/ordinary class rail fares shall be paid for travel undertaken towards maintenance activities carried out by the party shall be reimbursed by HPCL. All such travels should have prior permission from the Engineer-In charge and tickets shall be duly certified by him.
48. Though the contractor and their workers may work in HPCL's premises, they are workers of contractor only, and they shall never be considered as HPCL's workers.
49. HPCL officer is not authorized to grant leave or approve any kind of absenteeism. It is contractor's responsibility to approve leaves or absenteeism and provide suitable replacements during such absenteeism. If no replacement is provided HPCL reserves the right to impose penalty for non-provision of services.
50. The contractor shall ensure that each of the workmen deployed by him are given weekly offs as per the provisions of the Factories Act, 1948 and the State Factories Rules or under any other applicable laws. The contractor shall ensure that if due to work exigencies or otherwise, any of his workman is called for work on the days of his weekly off, he shall be given a mandatory off within the next three succeeding days, in addition to payment of Overtime.
51. The contract workmen have to come in rotational shift duty based as per requirement. The same shall be informed the contractor at least one day in advance. No contract labor below the age of 18 (Eighteen) years and above the age of 60 (Sixty) years shall be deployed on the work by the Contractor at HPCL's premises. If the contractor fails to

maintain the minimum number of contract workmen as required under the contract due to absenteeism/leave etc. and he asks the contract workmen engaged to complete the job on OT, the payment of such OT is to be borne by the contractor. However, in case, as per the exigencies of work, if HPCL advises the contractor to continue the work beyond normal working hours of 8 hrs., the said cost of OT will be reimbursed by HPCL. In case the services are required on HPCL declared Holidays/National Holidays/off days -Payment of wage at OT rate for the number of hours or Man day worked will be given.

52. Relevant certificates of workers shall be submitted to HPCL before commencement of contract.
53. The contractor to deploy manpower who are not registered vendors of HPCL.
54. Following persons can be contacted for any clarification on this job,
a) Officer-in-charge: Shri. Kiran Kumar Varanasi Mob: 7893811117
b) Location-In Charge: Sh. Pankaj Kumar Mob: 9598100033

ATTACHMENT-III

SCHEDULE OF RATES

S. No	Description	Qty.	UOM	Unit rate	
1	SERVICES FOR GARDENING SERVICES(UNSKILLED)	24	MO	30466.8	
2	SERVICES FOR HOUSEKEEPING SERVICES(SEMI-SKILLED)	24	MO	35605.05	
3	SKILLED (VALVE OPERATOR SERVICES)	24	MO	150006.675	
4	FITTER, FOAM TENDER, COMPANY OWNED VEHICLE MAINTENANCE &DRIVER SERVICES (HIGHLY SKILLED)	24	MO	73332.48	
5	YEARLY BONUS UN-SKILL AREA-C	24	MO	2183.1264	
6	YEARLY BONUS SEMI-SKILL AREA-C	24	MO	2551.3124	
7	YEARLY BONUS SKILLED AREA-C	24	MO	10748.8654	
8	YEARLY LEAVE WAGES UN-SKILL AREA-C	24	MO	1257.98	
9	YEARLY LEAVE WAGES SEMI-SKILL AREA-C	24	MO	1470.14	
10	YEARLY LEAVE WAGES SKILLED AREA-C	24	MO	6193.82	
11	YEARLY LEAVE WAGES -HIGHLY SKILLED AREA-C	24	MO	3115.008	
12	EXTRA MANDAY FOR UNSKILLED			Not to be tendered	
13	EXTRA MANDAY FOR SEMI SKILLED				
14	EXTRA MANDAY FOR SKILLED				
15	EXTRA MANDAY FOR HIGHLY SKILLED				
16	OUTSTATION-NIGHT HALT UNSKILLED				
17	OUTSTATION-NIGHT HALT SEMI-SKILLED				
18	OUTSTATION-NIGHT HALT SKILLED				
19	OUTSTATION-NIGHT HALT HIGHSKIL				
20	ADDITIONAL HOURS FOR UNSKILLED MAN POWER				
21	ADDITIONAL HOURS FOR SEMISKILLED MAN POWER				
22	ADDITIONAL HOURS FOR SKILLED MAN POWER				
23	ADDITIONAL HOURS FOR HIGHLY SKILLED MAN POWER				
24	TRAVEL ALLOWANCE FOR CONTRACT MANPOWER				
25	DIFFERENTIAL WAGE AMT				
26	WC POLICY REIMBURSEMENT				
27	PPES				
28	UNIFORM				
29	MEDICAL TEST				
30	SERVICES F/MISCELLANEOUS FEES				Not to be tendered

B) SPECIAL NOTES TO BIDDERS AND TERMS OF CONTRACT:

1) BID REJECTION & EVALUATION CRITERIA

BID - QUALIFICATION CRITERIA

- 1. Geographical Presence: Bidder to submit proof for Geographical Presence in the state of **Andhra Pradesh**.**

For MSE Bidders: Official address of enterprise on UDYAM Certificate should be from the **Andhra Pradesh State.**

For Non MSE Bidders: Registered Address of Enterprise should be from **Andhra Pradesh State.**

Note: Temporary address proof like rent agreement and leave & license agreement are not acceptable. Bidders not meeting Geographical presence criteria will be rejected.

2. Financial Criteria:

As per bidder's audited financial statements, bidder should have an average financial turnover of at least **Rs. 40.00 Lakhs during the last 3 financial years ending 31-03-2023. Bidder should submit audited financial Statements with UDIN number for every financial year (or Certificate from a Practicing Chartered Accountant specifically mentioning that the Bidder is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961 along with copies of Income Tax Returns if the Bidder is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961) towards average annual turnover of the Bidder. Documents should be signed and stamped by Chartered Accountant and bidder, along with UDIN number of CA wherever applicable.**

3. Technical Criteria:

Applicants shall have experience of having successfully carried out and completed similar work during the last 7 years ending by 31.12.2023, which experience should be any one of the following:

- a. Three similar completed works, each costing not less than **Rs. 53.00 Lakhs****

or

- b. Two similar completed works, each costing not less than **Rs. 66.00 Lakhs****

or

- c. One similar completed work costing not less than **Rs. 106.00 Lakhs****

Definition of similar work: Bidder has to provide the details of Previous work orders of Manpower services at oil and gas sector, central/state government of India under taking/body/units, public limited company.

Bidder shall submit both workorder/purchase order & corresponding work completion certificate as proof of same.

Criteria for prior experience and prior turnover (BQC) will be relaxed by **15% for Micro and Small Enterprises subject to meeting the prescribed quality and technical specification of the tendered items/services**

Note:

1. Both the above criteria Technical and Financial shall be met for qualification of bidder.

2. In case the bidder fails to submit the documentary proof pertaining to the criteria mentioned above, the bid will be rejected.

3. Bidder shall submit the following additional documents along with their unpriced bid.

- a. Fully filled and duly signed; stamped copies of all applicable annexures attached with the tender.**

- b. Copy of Vendor GST Registration certificate.
 - c. Copy of Vendor PAN card
 - d. Copy of EPF and ESIC registration certificate
 - e. Copy of UDYAM Certificate
3. Kindly note that SOR rates are inclusive of minimum wages with GST @18%
4. Bidders are required to quote % on SOR rates between the range 4.54% - 8.26% only i.e., service charges will be paid to the bidder in the range of 3.85% to 7% over and above the SOR charges (refer example given below).

Example -

1. If vendor wants to quote 3.85% service charges, vendor has to submit 4.54% (3.85% + 18% GST) in his bid.

For quoting service charge in between 3.85% - 7%, vendor has to quote between 4.54% to 8.26%.

In case more than one vendor has quoted the same service charges then Gem Button will be pressed "RUN L1" for selecting L1 bidder. Refer GeM GTC.

2) MINIMUM WAGES PAYABLE TO THE CONTRACT WORKMEN

a. The contractor shall quote his rates to cover up all his expenses, incidental expenses,

Administration Service cost, including his supervisor's service cost at site and other transportation and travel expenditures for two years' period of contract. The contract period will be two years. Initially PO will be placed for one year. After the completion of the services provided in the first year, the contract may be extended for another period of one year, at the same rates and terms and conditions, based on the satisfactory provision of services in the first year and mutual consent between HPCL and the vendor.

b. The following table illustrates category wise, minimum wages to workmen, cost to contractor and Over Time rate, as per the minimum wages payable at VVSPL Rajahmundry Pumping Station in line with order from Ministry of Labor and Employment

Table 1 Minimum Wages

Category	Highly Skilled	Skilled	Semi-Skilled	Unskilled
Wages (Basic +VDA) Per Day	832	709	589	504
Total Monthly Wages (26 days)	21632.00	18434	15314.00	13104.00
PF@ 13.00%	2812.16	2396.42	1990.82	1703.52
ESI @ 3.25%	NA	599.71	497.71	425.88
Leave with wages@ 4.8%	1038.34	884.83	735.34	628.99
Bonus @ 8.33% of 7000/- or min.wages whichever is higher)	NA	1535.55	1275.66	1091.56
OT to be paid per hour	208	177.25	147.25	126

c. As per the section 59(1) of factories act, if a worker works 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 of overtime work be entitled to wages at the rate of twice his ordinary rate of wages.

Note: One contract work man working for 26 working days in a month is considered as one man-month. The above calculation is based on 26 working days in a month.

In case, no. of working days per manpower is less than or more than 26 days, proportionately, the man-month quantity will be reduced or increased respectively.

- 12 Nos. public holidays in a year shall be treated as paid holidays to the contract workmen. In case any workman comes to duty on public holiday then he/she has to be paid 1 extra manday for working on public holiday.
- For the contract workmen drawing wages up to Rs. 21,000/- per month the bonus shall be payable. Bonus has to be calculated at the rate of 8.33% of Rs. 7,000/- per month or the minimum wages for the scheduled employment, whichever is higher.
- Travel allowance to be paid to the contract workman as per the latest circulars of HPCL HR. At present for A class city rate is Rs 100 per day.
- The contractor shall pay minimum bonus yearly for the contract workmen drawing wages up to Rs. 21,000/- per month @ 8.33% of 7,000/- or the applicable minimum wages, as fixed by the appropriate government, whichever is higher as per the payment of bonus act, 1965 as amended from time to time.
- The contractor shall pay leave with wages yearly to all his workmen @ 4.8 % of the applicable minimum wages, as fixed by the appropriate government.
- The above calculations are based on latest statutory wage revisions during the time of tendering. Contractor has to pay the amount as per the revised wages in case of revisions during the tenure of the contract, which takes place every six months. The differential amount that arises due to escalation in wage rates shall be reimbursed by HPCL upon submission of proof of payment by the contractor.
- Contractor is allowed to quote percentage of SOR rates in the band width of **3.85 % to 7 %**. Vendor has to quote the applicable SOR % in the tender and it should not be negative.

Note: Above cost per head are excluding below, which contractor shall take into account while quoting the price:

- (i) **Cost of uniforms / PPEs as mentioned in Special terms & conditions,**
- (ii) **Cost of Half Yearly Medical tests as mentioned in Special terms & conditions, Medical tests of each workman employed by contractor are to be carried out twice in a year and reports are to be submitted as instructed by Location-In charge/Officer-In charge.**
- (iii) **Cost of police verifications as mentioned Other Special terms & conditions, and PMSBY**
- (iv) **Contractor's service charges/profit margins.**
- (v) **Overtime Wages will be paid only after certification of HPCL officer and final calculative sheet of Overtime of every worker need to be submitted monthly by the contractor.**

3) JOB COMMENCEMENT PERIOD / CONTRACT PERIOD:

- a. Contractor should be capable of commencing the work within seven days from the date of intimation to start/ deploy of services of manpower (but not later than 01.06.2024) or as instructed by Officer-In-Charge (OIC). The rates quoted by the vendor shall remain valid **for two years** from the date of LOI/PO/written advice.
- b. The quantities indicated in the detailed item description/ specifications are for a period of one year from the date of deployment of services by the successful bidder.

HPCL reserves the right to terminate the contract at any time before expiry of the period of contract by giving 30 days' notice to the Contractor in writing without assigning any reasons whatsoever.

- 4) **The insurance for the following will be covered and paid by Contractor for contract workmen who are not covered under ESI i.e. where the area is not declared under ESI covered zone by Government and Contractor shall indemnify HPCL and hold HPCL harmless in respect of all expenses arising from any such injury and/or damages in respect of:**
 - a. **Workmen compensation and risk of accidents to Contractor's own employees.**
 - b. **Risk of accidents to third parties through acts of contractor's own employees, agents at the risk of damage property of third parties arising out of the acts of Contractor's employees, representatives and agents.**
 - c. **Risk and damage to the security Contractor own property arising out of fire, electric short circuit, earthquake, flood, lightning, strike, riot etc.**
 - d. **Risk of damage to the property of the Corporation through the acts of Contractor employees, representatives.**
- 5) **The Contractor to take suitable insurance within 15 days of contract award and submit a copy of the same to HPCL. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Location-in-charge has agreed to their cancellation. Break up of statutory contributions to be made by the contractor is given**

below:

Table 2 Break-up of Statutory Contributions

SCHEME	CONTRACTOR
EPF	3.67%
EPS	8.33%
ADMN EPF	0.5%
EDLI	0.5%
ESIC/EC Policy	3.25%
Bonus	8.33% on 7000 /- or min wages whichever is higher
Leave with Wages	4.8%

6) All the above statutory payments except bonus, are to be calculated on the total minimum wages as calculated in Table 1. The Leave wages & Bonus is to be paid to the workmen by the contractor on monthly basis.

Note: Wherever ESIC is not applicable, Contractor has to take Workmen Compensation Policy. Expense towards WCP will be reimbursed and deduction shall be done towards ESIC components from monthly bill raised, if ESIC not applicable.

7) Statutory provisions like Bonus (8.33% on 7000 /- or min wages whichever is higher) and Leave wages (4.8%) will be reimbursed only on actual payment by the contractor based on the submission of proof of the same.

8) The minimum wages rates mentioned above are as of 01.10.2023 (basic as well as VDA). The contractor shall also be liable to pay, during entire contract period, any revision in the minimum wages (after 01.10.2023) as notified by the Govt. Authorities/HPCL from time to time. HPCL will reimburse the differential amount paid to the workmen due to the revision in the minimum wages. HPCL will reimburse only the differential amount resulting due to such revision in the minimum wages (based on the submission of proof of payment to the workmen and no extra payment shall be made to the contractor apart from the extra payment on account of revision in minimum Wages & its implications like PF and Bonus. No other increase like contractors deemed service charges/profit margins shall be reimbursed on account of minimum wages revision. Contractor's claim on any such increase in min. Wages shall be accompanied by the relevant statutory circulars/HPCL circulars.

9) The payments of Over Time shall also be given to the workmen by the contractor on monthly basis (at the minimum rate mentioned above). On account of increase in the rate of Overtime (due to change in minimum wages and/or VDA) as notified by the Govt.

Authorities/corporation from time to time, the contractor shall give the increased overtime payment to the workmen on monthly basis and the contractor shall be reimbursed the amount on submission of proof of payment of the same to the workmen.

10) Un-Workable Bids: If after opening price bids, quoted rates of the contractor are found to be lower than the minimum wages payable to HPCL estimated minimum manpower of required category that shall be considered as un-workable and will be rejected.

11) Contractor should be capable of commencing the works within seven days from date of LOI/PO or as instructed by the Officer In charge.

12) The above quantities are indicative and approximate and same may vary as per requirement of HPCL during tendering, at the time of placement of PO or after placement of PO. Also the above services in full or in part may be sought in phased manner at discretion of HPCL even after placement of PO. Payment shall be made for actual certified quantities within the required quantities only.

13) Statutory Compliances :

i. The Contractor / Contractor shall be fully responsible for timely compliance of

all statutory requirements in respect of their contract employees and the contract HPCL shall not be responsible for the payment of any amount to his contract employees on account of non-compliance of statutory provisions applicable to them. ii. The Bidder/ Vendor must possess necessary license under the appropriate acts/ regulations to provide such manpower for executing services as requisitioned.

- iii. This contract is for providing services only. At no point of time the persons either under direct employment of the contractor or engaged for executing the contract be considered as employee of HPCL. The person deployed by the contractor will be employee of the contractor only. They shall have no claim/ rights of employment with HPCL.
- iv. The contractor shall have to be registered under goods and Service tax (GST IN) as per prevailing government rules and provide details to HPCL on demand. GST as applicable will be paid to contractor on production of documentary proof/evidence of having paid the GST Tax and submission of GST Tax registration details only. TDS as applicable and any other deductions shall be deducted from the contractor's bill.
- v. The Contractor shall have independent EPF & ESI/WC, PAN, and GST codes. The Contractor / company have to produce the ESI/EPF/TAX/Challans/Receipts of remittances to HPCL- VVSPL along with monthly bills.

14) The Contractor shall ensure maintenance of the following updated records at VVSPL Rajahmundry Pumping Station:

- i. Employee Register - Form A [Ease of Compliance to Maintain Registers under various Labour Law Rules 2017].
- ii. Wage Register- FORM B [Ease of Compliance to Maintain Registers under various Labour Law Rules 2017].
- iii. Register of Loan/Recoveries - FORM C [Ease of Compliance to Maintain Registers under various Labour Law Rules 2017].
- iv. Attendance Register-FORM D [Ease of Compliance to Maintain Registers under various Labour Law Rules 2017].
- v. Other records / registers as required under various applicable and other laws from time to time. All the above records are to be submitted by Contractor/Supervisor for verification for monthly billing.

15) The contractor should comply with all labour laws, minimum wages, and statutory regulations and maintain records pertaining to PF, ESI/WC, Muster register, etc. and make them available to HPCL Officer designate/s for verification. Whenever ESIC is not applicable the contractor shall take insurance cover for all their workers, under workmen compensation act.

The quoted rates shall be inclusive of these requirements.

- a. The quoted rates shall be inclusive of all expenses including the minimum wages of the personnel deployed for the services, contributions made to PF/EPF, Bonus, leave wages, any other benefits as per provisions of labour act, government norms etc., and all statutory duties, levies etc. as applicable and overhead (administrative charges) and service charges per item description and charges for providing uniform, PPE's and other accessories as mentioned in the Special Terms and Conditions. The quoted rates shall also be inclusive of cost towards carrying out 100% Police verification and health checkup as per Factories Act for contract workmen employed by Contractor.
- b. No claim shall be entertained for other than the quoted rates. The bidder has to ensure that entire payments as per statutory provisions are covered and accordingly disbursed to the personnel deployed by them. Any claims regarding any of the statutory elements not considered for quoting by the bidder shall not be entertained at a later date and the bidder on their own shall have to fulfil obligations in respect of such payments to comply with the statute.
- c. The Contractors shall be solely responsible for abiding by all necessary licenses/ permissions from the concerned authorities as provided under labour legislatures. HPCL- VVSPL, its employees and its assigns shall be treated as indemnified against any liquidated damages incurred as the principal employer for any failure of contractor to honour the various Central/State/Local self-body laws /enactment's in this respect.
- d. Please also refer to the applicable General Terms and Conditions for the statutory compliances and important terms and conditions.

- e. HPCL may ask the lowest bidder to submit the detailed breakup of the wages payable under different items during the commencement of the contract / at any time during the currency of the contract, in line with minimum wages with a copy of the latest circular. Break up to show the minimum wages, PF/EPF. Bonus, leaves wages, uniform & PPE charges, medical, workmen compensation policy & police verification expenses, etc. and other overhead and service charges per item.
- f. The contractor shall also ensure payment of wages as notified by corporation/ statutory departments from time to time. The contractor should ensure disbursement of wages to his workmen which shall be based on current prevailing minimum wages and at no point of time lower than the statutory minimum wages.
- g. In case of any disclosure that the payments are not in accordance with the guidelines, HPCL reserves the right to cancel the contract and forfeit the Security Deposit.
- h. For minimum wages, higher of Central or state rates shall be considered.
- i. The payment of Bonus shall be as per norms and must be paid by the contractor to the employeee.
- j. The contractor shall be responsible for ESI/WC, PF and other statutory payments and must ensure that the workers are enrolled under the respective schemes as per statute. xi. The contractor will issue fixed term appointment letter to his employees for the period of contract along with employment card under contract labour (regulation & abolition) central rule 1970 in duly form XIV under rule 76. Original acknowledged Employment Card in respect of all the contract workmen have to be submitted to HPCL.
- xii. In case the Contractor deploys 20 or more workmen on any given day during the period of whole Contract, he shall do so after obtaining license under Contract Labour (Regulation & Abolition) Act.

16) In case of contractor fails to provide the service on any particular day or period, HPCL has the right to hire an outside Contractor at the cost and risk of the contractor

17) Contact telephone number of contractor/representative should be given to HPCL of officer in charge.

18) All necessary permits like cold/hot work permit as applicable to be taken from pipeline Control room/terminal Authorities before commencement of work on daily basis

19) Maintenance of equipment shall be as per the schedule decided by HPCL. In addition to the scheduled maintenance; contractor has to provide services for all breakdown/emergency maintenance services.

20) Services shall be provided in all days in a year including Sundays and holidays (as per HPCL holiday List). In addition, the emergency/breakdown maintenance/ miscellaneous maintenances services shall be provided as and when required as per the instructions and guidance of the concerned Officer-in- Charge.

21) The Contractor shall comply with the provisions of all the applicable labour laws, particularly following Acts and any amendments / modifications thereto or any other law relating thereto and Rules made thereunder from time to time and comply with all provisions applicable there in and/or make all the payments specified therein.

a. Payment of Wages Act, 1936

b. Employees' State Insurance Act, 1948 / Workmen's Compensation Act, 1923 (whichever is applicable at the location) iii. Industrial Disputes Act, 1947

iv. Minimum Wages Act, 1948

v. Maternity Benefit Act, 1961 (In case contractor engages female worker)

vi. Employees' Provident Funds and Miscellaneous Provisions Act, 1952 vii.

Contract Labour (Regulation and Abolition) Act, 1970

viii. Payment of Bonus Act, 1965

ix. Factories Act, 1948 / Shops and Establishments Act (whichever is applicable at the location)

x. Child Labour (Prohibition & Regulation) Act, 1986

22) Contractor shall observe and abide by the provisions of all laws, rules and regulations and shall also obtain at his own cost all necessary licenses and permit that may be necessary for the purpose.

- 23) Contractor has to maintain all books, registers, form & other related documents which are prescribed under Contract Labour (regulation & abolition) Act, 1970 & its central rules 1971, Minimum Wages Act 1948 & its central rules, EPF & MP Act 1952, ESIC Act 1948, Factories Act and its rules and all other concerned Acts/ labour laws & its applicable rules.
- 24) Contractor has to maintain attendance of his workmen & monthly attendance record shall be submitted by contractor along with bill. If any workmen come late more than half an hour will be treated as half day based on the record.
- 25) Contractor's manpower reporting for the services at VVSPL-Rajahmundry shall be replaced by the contractor only in consultation/approval with and after acceptance from Officer-in-Charge.
- 26) Payment terms: Refer HPCL General Terms & Conditions.
- 27) All the safety and security regulations and other statutory rules as applicable in area shall be complied by contractor. In the event of any damage caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep HPCL indemnified against all cases and claims for arising out of the same.
- 28) The person deployed by the contractor will be employees of the contractor only, they shall work under the supervision and control of the contractor. They can never be considered as HPCL's employees. They shall have no claims/rights of employment with HPCL.
- 29) Contractor has to attach following documents along with the bills:
- Proof of having deposited employee's as well as employer's contribution towards PF & ESIC. PF & ESI amounts have to be deposited by 15th of each month for every completed previous month. Contractor also has to attach system generated online monthly statement of PF & ESI.
 - Proof of having paid wages to his workmen within 7th day of the following wage period. Wages must be paid to the workmen engaged by the contractor in presence of an officer authorized by HPCL and the Wage Register is to be signed by the said officer with the following certification:
'Certified that the amount shown in Column no. has been paid to the workmen concerned in my presence on _at_.'
 - Copy of Attendance sheet of workmen concerned. iv. Copy of proof of payment of applicable Taxes & levies.
v. Submit of Wage Slips duly signed by contract workmen in form XIX
- 30) The contractor shall arrange to carry out medical check-up at his own cost of all workmen under the contract twice in a year and submit the reports to HPCL. The medical examination will comprise General Examination (Height, Weight, Pulse rate, BP etc.), Blood Test, Urine Examination & ECG etc. Besides these tests, Eye Examination is also to be carried on half yearly basis. Medical examination should be carried out as per the schedule given by Officer In-charge.
- 31) The contractor shall submit the police verification report for his workers within 30 days of commencement of job/ before engaging them for services mentioned under this contract. No extra reimbursement will be made for the same.
- 32) The Contractor shall be required to maintain highest standards of safety and confidentiality in respect of any work related information. The contractor shall be required to issue necessary identification cards to the concerned personnel deployed which shall be produced on request of verification.
All safety and security regulations and other statutory rules as applicable in area shall be complied by contractor in Toto. In the event of any damage caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for same and shall keep HPCL indemnified against all cases and claims for arising out of the same.
- 33) The Contractor shall ensure that any dispute between him and contract employee is settled outside the company premises, and he shall in no way utilize the premises property etc. for this purpose.

- 34) The service provider Contractor should ensure all his employees have Aadhar Number or have applied for Aadhar Card to establish their genuineness and payments may be made to them through Aadhar Payment Bridge to the extent possible.
- 35) The Contractor / company shall ensure that payment to contract workmen should be made thru e-payment mode only on or before 7th of every month.
- 36) HPCL reserves the right to accept or reject any person deployed by contractor after due assessment for suitability of the job requirement and experience. The Contractor shall take necessary assessment basis the work requirements as detailed in the scope of job.
- 37) Payment shall be made to workmen by contractor on monthly basis. The quantities paid to the contractor are monthly basis as per PO line quantities as per the verified records submitted by vendor for that month.
- 38) Penalty:
- i. Nuisance: Contract personnel deployed by the contractor shall not at any time create, cause or permit any nuisance at the locations specified in the Deployment Schedule or do anything which shall cause unnecessary disturbance or inconvenience to others at or near the locations.
 - ii. Penalty for contract workman misbehaving or being negligent at site, penal deduction of Rs. 250/- for each incident will be made from the bill for the erring month, and in case of repeated nature by the offender his service shall be terminated.
 - iii. Workmen found without PPE's for the job being carried out a penalty of Rs. 100/- per instance (all categories).
 - iv. Alternate arrangement shall be made in case of prolonged leave under any category and prior permission shall be obtained from HPCL EIC for effecting the replacement. In case replacement is not provided < Rs. 1500/- per day for High Skilled services & Skilled and Rs. 1000/- per day towards semi-skilled services & Rs. 800/- per day for un-skilled services will be deducted from Bill towards absenteeism.
 - v. If contractor fails to make the payment to all workmen on or before the 7th day of the following month, HPCL reserve the right to deduct a Penalty of Rs. 2000/- per day from monthly bill for the delayed period.
 - vi. If contractor fails to provide the uniform and PPE items, HPCL will deduct the penalty of Rs. 150 per head per day from monthly bill till compliance.
 - vii. The above penalties will be recovered from the service charge portion of the bill / money payable to the contractor.
- 40) The rates quoted by the vendor shall remain valid for two years from the date of LOI/ PO/written advice.
- 41) HPCL reserves the right to terminate this contract at any time before the expiry of the period of contract by giving 30 day notice to the contractor in writing without assigning any reason whatsoever.
- 42) Contractor/ Bidder in his own interest is advised to understand the scope of the job and visit the site/s i.e. VVSPL-Rajahmundry at their own cost and permission from HPCL to get fully familiarized with the location/ scope of job and the prevailing parameters before submitting their offer.
- 43) Contact Telephone Number of Contractor / Representative should be conveyed to the HPCL officer-in-charge upon acceptance of the PO/ Service contract. Contractor shall ensure availability of their authorized person/ representative on call upon intimation as & when advised for interaction/ liasoning / controlling the services for smooth discharge and functioning of the contracted services/ items at no extra cost.
- 44) The reporting/service location will be VVSPL-Rajahmundry Pumping Station.
- 45) Contract workers will have to arrange for their own food.
- 47) The Contractor's manpower reporting for providing the services should be neat clean, well dressed, well behaved of good nature & behavior, punctual & should not consume any type of intoxicants (alcohol, gutka etc.) during duty. The contractor shall provide for replacement if the conduct of the manpower is found unsatisfactory by HPCL & not performing to the work expectation of the company officers at no extra cost.
- 48) The contractor shall be required to furnish Police verification report/ certificate/ competency credentials in respect of person engaged basis communication from Officer- In-Charge. HPCL reserves the right to accept/ reject the personnel deployed owing to proper verification of above documents.
- 49) The contractor will provide replacement of personnel in case of annual vacation, protracted illness, absence, casual, sick leave etc. so as to ensure full staff compliment. The Contractor/ company may substitute any contract employee engaged by him with another contract employee of same competency/ experience who can perform the job assign

ned with equal efficiency with prior approval of HPCL. However, this should not result in frequent change and affect the work in any way.

- 50) Actual execution of quantities may vary. However, Payment shall be made only for executed quantities at site.
- 51) The contractor shall ensure the following after the tender will be awarded to the selected party and produce the same at the time of the commencement of the work
i. Copy of valid license under the contract Labour (Regulation and abolition) Act, 1970 (if applicable) ii. PF and ESI registration certificate of the organization iii. Copy of the appointment letter issued to the contract workmen iv. Copy of the Identity Card issued to the contract workmen v. Agreement to be signed to carry out the contract vi. Police verification report of the engaged workmen
- 52) Identity and Character of Deputed Personnel: The firm/contractor will arrange to provide at its/his own cost and format a photo identity card (duly Serial numbered and laminated) to every member of his work force deputed for providing requisitioned service in the Office. Such card should contain the name, date of birth, permanent, and temporary address and category of service for which deputed along with a recent photograph.
- 53) The firm/contractor must ensure that-any person deputed for providing service in the Office should bear a good moral character. In case any such person is found to indulge in an unlawful or/and in-disciplinary activity at any time inside or outside the Office, the firm/contractor shall forthwith withdraw him/her from the Office on intimation by the authorized Officer from VVSPLRajahmundry whose decision in the matter shall be final and binding.
- 54) The firm/contractor will be responsible to make good any damage caused by its/his personnel to the Office property or to any one of the Office employees or their properties. In case of a default in this respect the Office will be at liberty to make good the damage at the risk and cost of the firm/contractor and recover the cost of such making good from dues/deposit of the firm/contractor.
- 55) Withdrawal of unsatisfactory performers: If at any time such person(s) is (are) found to be unsatisfactory in performance or regularity or otherwise, the firm/contractor will arrange to withdraw him/them within two days after the date of written intimation to this effect from the authorized Officer and no payment will be made for the service being rendered by such person(s) after such date or actual day of withdrawal of such person(s) whichever is earlier.
- 56) Deduction from monthly rate for absence or non-performance: Where service of any category has been provided for less than the actual number of working days in a month, payment due for the service for that month will be worked out by multiplying the monthly rate for that service by a factor obtained by dividing the actual number of working days for which service was provided by the actual total number of working days in that month. Where service of any category is provided for less than the actual working hours in a day, payment due for that day will be similarly worked out.
- 57) Ensuring Payment and Amenities to Workers if Contractor fails : In every case in which by virtue of the provision of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules 1971, Office would be obliged to pay stipulated amounts of wages to a workman employed by the firm/contractor in providing the requisitioned service or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules framed by Government from time to time for the protection of health of workers employed by the firm/contractor, Office will recover from the firm/contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Office under sub-section (2) of section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Office shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the firm/contractor whether under this contract or otherwise Office shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the firm/contractor and upon his giving to the Office full security for all costs for which Office might become liable in contesting such claim.
- 58) No Subletting : The contract shall not be assigned or sublet, if the firm/contractor assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly interested in contract, the Corporation shall have power to adopt any of the courses of action as he may deem best suited to the interest of Office.
- 59) The contractor shall be responsible to the corporation for all equipment, tools fittings and material supplied to him for the execution of any work and in case of br

leakage/misplacement reimburses the corporation as price fixed by the corporation.

- 60) Any damage to men, material or property belonging to HPCL or outsider visiting/using the said office, caused due to the fault by the contractor OR its personnel will have to be compensated by the contractor as decided by Location In charge, VV SPL -Rajahmundry.
- 61) In case of breach of terms and conditions by the contractor the corporation will have the right to resort to other means at the risk & cost of the contractor.
- 62) The contractor shall indemnify the corporation for any loss damage for man, material property arising from any act of negligence on the part of the workmen employed by the contractor and suffered by the corporation. The corporation's decision in regard to the amount & loss / damages will be final and binding on the party.
- 63) Contract staff has to make their own arrangement for commutation to office. HPCL would reimburse the concerned contractor(s) the following consolidated amount per day as "Travelling Allowance" payable to the contract workmen engaged under the respective contractor(s) at HPCL's locations basis the actual attendance:
- | Classification of City Rate | |
|-----------------------------|-------------------|
| X Class / Area A / Zone I | Rs. 100/- per day |
| Y Class / Area B / Zone II | Rs. 80/- per day |
| Z Class / Area C / Zone III | Rs. 70/- per day |

Contractor has to pay Travel reimbursement to contract staff and get it reimbursed from HPCL. VV SPL-Rajahmundry comes under "Z Class / Area C / Zone III" hence travelling allowance rate "Rs. 70/- per day. (Clause is in line with the circular HRLC/ER dated 27 Dec 2018 from HQO, PH).

64) SPECIAL CLAUSE: -

PAYMENT OF "TRAVELLING ALLOWANCE:

- With a view to attract contractor(s) who are in a position to provide better services by engaging experienced and efficient contract workmen, it has been decided by HPCL to pay the concerned contractor(s) the Rs. 70/- (For 'C' Class City) consolidated amount per day as "Travelling Allowance" payable to the contract workmen 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, (viz. "Wage" as defined under Section 2(22) of Employees' State Insurance Act), the above travelling allowance would not qualify for PF, ESI, leave with wages, bonus or any other statutory payments. iv. The said amount towards 'Travelling Allowance' should be shown by the Contractor in 'Wage Sheet' of respective month in separate column as 'Travelling Allowance".

PAYMENT OF DIFFERENTIAL WAGES:

- The wages are calculated as fixed rates as per the latest Wages Circular. However, the wages revised every six months shall be considered for payment as per this item
 - The revised differential of wages for Basic, DA and other applicable allowance heads shall be considered for payment against this item
 - Contractor to submit separate differential wages statement every month during billing and submit proof of payment of this amount to the workmen.
- 65) Supporting Documents Checklist: To be attached with Bill:
- Copy of Attendance Sheet of Contract Workmen concerned (Form D)
 - Copy of Wage Register (Form B)
 - Copy of Proof of *Bank Statement showing transfer of amount to Contract Workmen
 - Copy of EPF Electronic Challan cum Return (ECR), Combined Challan, ECR Acknowledgement Slip, and Proof of Successful Payment i.e. ECR Remittance Confirmation Receipt against TRRN No.
 - Copy of EPF Challan generated /Payment towards penal damages and interest in the event of delayed Remittance, if any
 - Copy of ESI Challan for the Wage Month along with Online Challan Status i.e.
 - Transaction Completed Successfully Status, ECR
 - Copy of ESI Challan generated/ Payment towards penal damages and interest in the event of delayed remittance, if any
 - Copy of Cash Receipt towards deposit of EPF Contribution with Corporation
 - Copy if State Labour Welfare Fund Challan (if applicable)-Bi annual Remittance
 - Copy of Register of Bonus in Form C along with bank Statement showing payment of Bonus
 - Copy of Leave with Wage Register in form as prescribed under relevant State Factories Rules along with Bank Statement showing of Leave with Wages

The following list of documents to be submitted by vendor as per the mandatory timelines:

Sr No.	Document Type	Timeline	Remark
1	Standard Agreement	Before Commencement	To be executed by concerned HPCL Site
2	Labour License(If applicable)	Before Commencement	To be applied through online Shram Suvidha Portal as applicable
3	Form VII - Commencement of Work	Before Commencement	Acknowledgement to be obtained from Labour office and submitted
4	Letter from contractor to Principal Employer Requesting for allowing his employees(Contract Workmen) to carry out job within HPCL Premises	Before Commencement	To be submitted at Location
5	Copy of Form A - Employee Register	Before Commencement	To be submitted at Location
6	Copy of Form XII - Employment Card	Before Commencement	To be submitted at Location
7	Copy of Police Verification Record	Within 30 Days of Commencement	To be submitted at Location
8	Copy of Enrollment in PMSBY & PMJJBY	Before Commencement	To be submitted at Location
9	Copy of Medical Fitness Certificate of Each Contract Workmen	Before Commencement	To be submitted at Location
10	Copy of ESI Enrollment (Epehchaan Card)	Before Commencement	To be submitted at Location
11	Copy of EC Policy(Wherever ESI is not applicable)	Before Commencement	To be submitted at Location
12	Copy of Form D - Attendance Register	Monthly	To be submitted at concerned HPCL Site with seal and signature of contractor along with monthly bill
13	Copy of Form B - Wage Register	Monthly	To be submitted at concerned HPCL Site along with monthly bill
14	Copy of Bank Statement showing proof of payment to contract workmen	Monthly	To be submitted at Location along with monthly bill

2.7 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

2.8 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.