

**ONGC Petro additions Limited**

(Regd. Office: 4th Floor, 35, Nutan Bharat Co-operative Housing Society Ltd R.C. Dutt Road,  
Alkapuri, Vadodara-390007, TEL: 0265-6192600, FAX: 0265-6192666

Website [www.opalindia.in](http://www.opalindia.in))

**SERVICE ORDER**

Engagement of Chartered Engineer for Immovable Property Valuation  
Certificate

**Vendor Address**

Vendor Number : 204774  
R K ASSOCIATES VALUERS & TECHNO  
ENGINEERING CONSULTANTS PRIVATE  
LIMITED  
SECOND FLOOR, D-39, SECTOR-2  
201301 NOIDA

**Information**

Document Number 5040000585  
Date 15.06.2023  
**Contact of OPaL**  
Indentor Ashish Kumar Bansal  
Buyer Chintan Miyani

**Reference and Date**

1. OPaL Tender No. 2321S00256 dated 28.04.2023.
2. Your offer submitted against tender no. 2321S00256.
3. Negotiation meeting held on dated 05.06.2023.
4. Your Revised offer submitted through mail dated 05.06.2023.

|                                       |  |
|---------------------------------------|--|
| <b>Order Value</b>                    | INR 210,000.00   |
| <b>Total Order Value in Words</b>     | Rupees Two Lakh Ten Thousand Only  |
| <b>Order Valid From</b>               | 15.06.2023   |
| <b>Order Valid To</b>                 | 14.08.2023   |
| <b>Your person responsible</b>        | Kirti Lakra  |
| <b>Terms and Conditions</b>           | All terms & conditions shall be as per tender document No. 2321S00256 and subsequent amendments/ clarifications, if any.   |
| <b>Service Order Period</b>           | The contract shall be effective from the date of issuance of Service Order and shall be valid for a period of 60 days from the date of issuance of Service Order.  |
| <b>Payment Terms</b>                  | a) No advance payment will be made.<br>b) 100% payment will be made within 30 calendar days from the date of receipt of clear & undisputed invoice/bill.   |
| <b>Performance Bank Guarantee</b>     | Service Provider to submit Performance Bank Guarantee as per Clause no. 5.0 of Annexure-1 General Conditions of Contract.  |
| <b>Bills should be in the name of</b> | Bills should be raised on following address:<br>ONGC Petro additions Limited<br>Plot No. Z/1 & Z/83, SEZ-I, Dahej SEZ,<br>Taluka: Vagra, Dist.: Bharuch 392130<br><br>Bills should be submitted at following address:<br>Manager (Finance - Payment Processing Section)<br>ONGC Petro additions Limited<br>Plot No. Z/1 & Z/83, SEZ-I, Dahej SEZ,<br>Taluka: Vagra, Dist.: Bharuch 392130<br><br>On the top of envelop following has to be written by the Vendor.<br>- Service Order No<br>- Vendor Code No<br>- Invoice No. (s) |
| <b>Annexures</b>                      | 1) Annexure-1: General Conditions of Contract<br>2) Annexure-2: Scope of Work  |

FOR ONGC Petro additions Ltd.:

Authorised Signatory

FOR R K ASSOCIATES VALUERS & TECHNO:

Authorised Signatory

## 3) Annexure-3: Special Conditions of Contract

**Schedule of Rates :**

| Item  | Material/Description                      | Quantity | UM | Unit Price | Net Amount            |
|---|---|----------|----|------------|-----------------------|
| <b>1</b>  | <b>Valuation of immovable property</b>    |          |    |            |                       |
|   | The item 1 covers the following services: |          |    |            |                       |
| 10  | Valuation of immovable property           | 1.000    | NO | 210000.00  | 210000.00             |
|   | Gross Price                               |          |    |            | 210000.00             |
|   | Taxes on the PO                           |          |    |            | 0.00                  |
| <b>TOTAL ORDER VALUE :</b>  |   |          |    |            | <b>INR 210,000.00</b> |
| <b>TOTAL ORDER VALUE (IN WORDS) : Rupees Two Lakh Ten Thousand Only</b> |   |          |    |            |                       |

FOR ONGC Petro additions Ltd.:

Authorised Signatory

FOR R K ASSOCIATES VALUERS &amp; TECHNO:

Authorised Signatory

## GENERAL CONDITIONS OF CONTRACT

**1.0 Definitions:**

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this Service Order shall have the meaning as defined hereunder.

- a) **"Approval"** shall mean and include the written consent duly signed by OPaL or its representative in respect of all documents or other particulars in relation to the AGREEMENT.
- b) **"Annualized Agreement Price/ Value"** shall mean Total Agreement Price/ Value divided by Agreement period in number of days and then multiplied by 365 days, in case completion period is more than 365 days, and Total Agreement Price/Value in case Agreement period is less than or equal to 365 days.
- c) **"CONTRACT/Service Agreement/ Agreement /Contract/Service Order/Work order"** shall mean a written CONTRACT signed between OPaL and the SERVICE PROVIDER (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.
- d) **"Company/OPaL/Principal"** means 'ONGC Petro additions Limited', a Company duly incorporated and existing under the (Indian) Companies Act, 1956, with its registered office at 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C. Dutta Road, Alkapuri, Vadodara-390007, India, and includes its legal representatives, subsidiaries, successors in title and assignees.
- e) **"Company's site representative/ OPaL's representative"** shall mean the person or the persons appointed by OPaL from time to time to act on its behalf for overall co-ordination, supervision and project management at site.
- f) **"SERVICE PROVIDER/ Service Provider/ Contractor"** shall mean any person/ persons/ firm/ company, etc. to whom work has been awarded and whose bid has been accepted by OPaL and shall include its authorized representatives, successors and permitted assignees.
- g) **"Contract/ Order/ Agreement Value"** shall mean the sum accepted or the sum calculated in accordance with the rates accepted by OPaL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on OPaL for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by OPaL.
- h) **"SERVICE PROVIDER's/ Service provider's/ Contractor's representative"** shall mean personnel duly appointed as representative of the SERVICE PROVIDER at the OPaL site as the SERVICE PROVIDER may designate in writing to the OPaL as having authority to act for the SERVICE PROVIDER in matters affecting the work and to provide the requisite services.
- i) **"Duration of Service Order/ Agreement"** shall mean period for which SERVICE PROVIDER is hired for providing services as per scope of work or till the completion of work.
- j) **"Day"** shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.



- k) **"Demobilization"** shall mean the removal of all things forming part of the mobilization from the site of OPaL. The date and time of OFFHIRE survey shall be treated as the date and time of demobilization.
- l) **"Facilities"** shall mean working space, printing, stationary, telephones, computers, internet connectivity and identity, and other facilities reasonably required at the Locations for the performance of the relevant Services.
- m) **"Mobilization"** means rendering the Services fully manned and equipped as per the AGREEMENT and ready to begin work as designated by Company after inspection and Company's acceptance thereafter.
- n) **"Site/ Premises/ Locations"** shall mean the place in which the Services are to be provided or places approved by the OPaL for the purposes of the Services as per Scope of Work, together with any other places designated in the CONTRACT as forming part of the site.
- o) **"Gross Negligence/ Negligence"** shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence/ Negligence shall not include any action taken in good faith for the safeguard of life or property.
- p) **"Wilful Misconduct"** shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- q) **"Σ"** shall mean summation.

## 2.0 INTERPRETATION:

- (i) The governing language for the SERVICE AGREEMENT shall be English and all correspondence and communications and all documents to be prepared, maintained or furnished under the SERVICE AGREEMENT shall be written in English and the SERVICE AGREEMENT shall be construed and interpreted in accordance with the English language.
- (ii) The titles and headings of the sections in this SERVICE AGREEMENT are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this Service agreement.

## 3.0 SCOPE OF WORK:

Scope of the SERVICE AGREEMENT shall be as defined in ANNEXURE II.

## 4.0 DURATION OF THE SERVICE AGREEMENT:

The duration of this SERVICE AGREEMENT shall be as defined in clause 1 of ANNEXURE III Special Conditions of Contract.

## **5.0 SECURITY DEPOSIT/ PERFORMANCE SECURITY**

5.1 The SERVICE PROVIDER within 15 days of issue of the Service Order shall be required to submit an unconditional and irrevocable performance guarantee from Nationalized/ Scheduled Bank for due performance of the Agreement in the following form for a sum equivalent to **10% of the Total Contract Value** excluding taxes. This irrevocable performance guarantee shall be drawn in favour of the Company and shall be valid for Contract/ Agreement period plus sixty (60) days. Security Deposit shall be submitted in the following form:

a) Bank Demand Draft (from any nationalized bank)/ NEFT/ RTGS in favour of "ONGC Petro additions Limited" payable at Par as per following details:

**Name:** ONGC Petro additions Ltd.

**A/c No.**59780400000004

**Bank Name:** Bank of Baroda

**Branch Name:** Dahej, SEZ OPaL,

**Bank Address:** Room No.31, PMC Building, OPaL, Dahej, Taluka: Vagra, Bharuch, Gujarat – 392130

**MICR Code:** 392012074

**Swift Code:** BARBINBBGNF

**IFSC Code:** BARB0DAHSEZ (Fifth Character is Zero)

5.2 The security deposit shall be held by OPaL as security for the due performance and discharge by SERVICE PROVIDER of its obligations hereunder without any condition or reservation on the right of OPaL to have recourse to the Security Deposit to recover any amount recoverable by OPaL from the SERVICE PROVIDER. Upon such recourse, the SERVICE PROVIDER shall within 15 (fifteen) days of written notice to the SERVICE PROVIDER, appropriately replenish the Security Deposit to the extent of the recourse.

5.3 If the security deposit is in the form of Bank Guarantee, the Bank Guarantee will initially be valid at least for the Service Order Period plus a claim period of 60 (sixty) days thereafter, which validity shall be extended on the request of OPaL by the period of any extension of the SERVICE AGREEMENT or by such other period(s) as OPaL considers necessary for the discharge of SERVICE PROVIDER's un-discharged obligations hereunder. Without prejudice to any other right of encashment, OPaL shall be entitled to encash the Bank Guarantee and to hold the proceeds as cash security if the SERVICE PROVIDER fails to extend the Bank Guarantee, if so required, not less than 15 (fifteen) days prior to its expiry.

5.4 The security deposit, in the form of Bank Guarantee shall be returned to the SERVICE PROVIDER on the expiry of the Service Order Period and the claim period of 60 (sixty) days thereafter if there has been no claim(s) against OPaL for which the SERVICE PROVIDER is liable to indemnify OPaL hereunder, or if such claim(s) if made has/ have been duly discharged, subject to the SERVICE PROVIDER furnishing a certificate from the relevant authorities confirming payment of all wages, bonus, leave encashment, labour welfare fund, professional tax, provident fund and ESI (wherever applicable) dues, and payment of



workmen compensation premium(where applicable) and gratuity contributions, or furnishing other proof of related payments made up to the date of termination of the SERVICE AGREEMENT with respect to all SERVICE PROVIDER's representative. The authorized person of OPaL will peruse the said Certificate(s) and further certify that compliance with all Statutes regarding labour laws & Statutes applicable to the SERVICE AGREEMENT are duly verified by the respective authorities defined under the applicable Labour laws & other Statutes of India and forward the same to Finance for release of Security Deposit.

## **6.0 DUTIES AND POWER/AUTHORITY**

### **6.1 Company's Representative**

The duties and authorities of the OPaL's representative are to act on behalf of the OPaL for:

- (i) Overall supervision of AGREEMENT performance and co-ordination for obtaining satisfactory services envisaged under this SERVICE AGREEMENT.
- (ii) Proper utilization of services.
- (iii) Monitoring of performance and progress.
- (iv) Commenting/countersigning on reports made by the SERVICE PROVIDER's representative in respect of services envisaged under this Service agreement after having satisfied with the facts of the respective cases.
- (v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify the vehicle, materials, personnel, services, procedures and reports, etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the SERVICE PROVIDER.
- (vi) Each and every document emerging from rendering of services in support of any claim by the SERVICE PROVIDER has to have the countersignature/comments of the OPaL's authorized representative without which no claim will be entertained by the OPaL.

### **6.2 SERVICE PROVIDER'S Representative:**

- a) The SERVICE PROVIDER'S representative shall have all the powers requisite for the performance of the services.
- b) He shall liaise with OPaL's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the services.
- c) He will extend full co-operation to OPaL's representative/inspector in the manner required by them for supervision/inspection/observation of vehicles, material, personnel, procedures, performance, reports and records pertaining to the services.
- d) To have complete charge of SERVICE PROVIDER'S personnel engaged in the performance of the services and to ensure compliance of rules and regulations and safety practices.

## **7.0 PERFORMANCE:**

The SERVICE PROVIDER shall undertake to perform all services specified under this service agreement with all reasonable skill, diligence and care in accordance with sound industry practices to the satisfaction of OPaL and accept full responsibility for the satisfactory quality of





such services as performed by him. Any defect, deficiencies noticed in the SERVICE PROVIDER'S service will be promptly remedied by the SERVICE PROVIDER within 10 (ten) days upon the receipt of written notice from OPaL to improve their performance failing which the OPaL may terminate the SERVICE AGREEMENT by giving the SERVICE PROVIDER 30 (thirty) days' written notice.

#### **8.0 PERSONNEL:**

- 8.1 SERVICE PROVIDER shall ensure that his personnel deputed for or in connection with the provision of the Services:
- a) Should be eligible as per Clause No. 13.3 hereunder and also as per the Scope of Work.
  - b) shall be trained, experienced and competent to do the jobs for which they are assigned;
  - c) are while at the Locations well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and wherever required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them.
  - d) are polite, respectful and courteous to all persons with whom they deal or interact.
  - e) Each & every personnel shall be holding a copy of employee card as per Clause No.9.3 while working at Site under the subject Service Contract.
- 8.2 SERVICE PROVIDER shall provide at all times such supervisory personnel as are required to ensure observance of and compliance with the provisions of sub-Clause 8.1 above by the SERVICE PROVIDER'S personnel deputed to the Location(s) for and/or in connection with providing Services pursuant thereto, for the distribution of work/ job amongst such personnel and for controlling and supervising the performance of the works/ jobs by them, and for ensuring deployment of substitutes (if and when necessary), and to gauge and understand on a continuous basis the requirements of OPaL in relation to the Services and to communicate with OPaL's Personnel for the purpose, and to ensure due, timely and proper performance of the Services.
- 8.3 SERVICE PROVIDER shall forthwith upon its own volition or at the request of OPaL discontinue engagement of any SERVICE PROVIDER'S personnel who do not fulfil, observe or comply with any of the requirements of sub-Clause 8.1 above, or who otherwise fails to fulfil the expectations of OPaL with respect to the Services.
- 8.4 With a view to ensure that the personnel deputed by SERVICE PROVIDER for providing Services maintain the highest efficiency and integrity without developing affiliation, association or familiarity that can impact efficiency or enable tolerances which arise out of familiarity, OPaL recognizes the need to ensure that the personnel deputed for performance of the Services are rotated at least after every 12 months. The Service Provider shall be fully responsible for such movement for effective management of the same.

#### **9.0 GATE/ ENTRY PASS OR AUTHORISATION**

- 9.1 Entry to the offices is restricted and is subject to appropriate entry authorization in the form of a Gate Pass or other entry authorization.



- 9.2 Such entry authorization shall be issued by OPaL only upon SERVICE PROVIDER'S written request in the format(s) in this behalf from time to time prescribed by OPaL. The existing format, for request for Gate Pass or Entry Authorization for SERVICE PROVIDER's personnel, requires that the request will be:
- a) Signed by SERVICE PROVIDER and endorsed by SERVICE PROVIDER'S personnel for whom the Gate Pass/Entry Authorization is required;
  - b) Accompanied by a copy of the Letter of Appointment issued to each such SERVICE PROVIDER'S personnel for whom the Gate Pass/Entry Authorization is sought, the copy of the Letter of Appointment to be endorsed under the signature of the SERVICE PROVIDER'S personnel concerned
  - c) Accompanied by two copies of the Employment Card required to be maintained by the SERVICE PROVIDER under the rules framed by the Central Government under the Contract Labour (Regulation & Abolition) Act, 1970 with inclusion of a photograph of the personnel of the SERVICE PROVIDER for photo identity on each copy of the Employment Card.
- 9.3 One copy of the Employment Card with photo identity shall bear the stamp and signature of the OPaL's Security Department and this shall operate as the entry authorization for the concerned personnel of the SERVICE PROVIDER.
- 9.4 OPaL reserves the right to withdraw a Gate Pass (es) or Entry Authorization at its discretion and shall inform the SERVICE PROVIDER accordingly.
- 9.5 SERVICE PROVIDER shall ensure that if and when any of its personnel ceases to be employed by SERVICE PROVIDER or ceases to be deployed to provide Services pursuant hereto, or is the subject of an order under sub-Clause 8.3 above, the Gate Pass/Entry Authorization issued for the purpose by OPaL is forthwith retrieved from the concerned person and returned to OPaL.

#### **10.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF OPaL:**

Firms/companies who have or had business relations with OPaL are advised not to employ serving OPaL employees without prior permission. It is also advised not to employ ex-personnel of OPaL within the initial two years period after their retirement/resignation/severance from the service without specific permission of OPaL. The OPaL may decide not to deal with such firms who fail to comply with the above advice.

#### **11.0 DISCIPLINE:**

SERVICE PROVIDER shall carry out services hereunder with due diligence and in a safe and professional manner. SERVICE PROVIDER shall maintain strict discipline and good conduct among its personnel and shall abide by and conform to all rules and regulations promulgated by the OPaL governing the services. Should OPaL feel that the conduct of any SERVICE PROVIDER'S personnel is detrimental to the OPaL's interest, the OPaL shall have the unqualified right to request for the removal of such personnel from OPaL locations, without assigning any reason. The SERVICE PROVIDER shall comply with any such request to remove such personnel at SERVICE PROVIDER'S expense unconditionally. The SERVICE PROVIDER





will be allowed a maximum of 2 working days to replace the person by competent qualified person at SERVICE PROVIDER'S cost as per their Contractual obligation.

## **12.0 PENALTY:**

OPaL reserves its rights to impose penalty on the SERVICE PROVIDER for the following failures:

- a) Any breach of any terms and conditions of this Service agreement by the SERVICE PROVIDER or its labours, supervisors and/ or personnel etc.
- b) Failure to comply with OPaL safety and security policy.
- c) Failure to comply with OPaL instructions.
- d) Failure to fulfil the minimum requirement of equipment/Personnel deployment agreed under this Service agreement raised/ issued by OPaL from time to time
- e) Failure to complete the work in allotted time specified by OPaL and/ or resulting into direct loss and/ or penalty, the same would be recovered from the SERVICE PROVIDER.
- f) Failure to provide satisfactory assistance to OPaL.

Penalty shall be levied on the SERVICE PROVIDER to the extent and equivalent to the loss/damage caused /suffered by OPaL in terms of amount due to failure of the SERVICE PROVIDER or its personnel. Any other penalty on account of failure of the SERVICE PROVIDER shall be determined by OPaL representative at the time of such failure/damage. OPaL shall be at liberty and its sole discretion to deduct the amount of penalty towards losses/ damages incurred or suffered from the payment of running bills of the SERVICE PROVIDER. Acknowledgement/ responsibility of penalties imposed lies with the SERVICE PROVIDER. The SERVICE PROVIDER shall acknowledge the penalty within three days of receiving notice of penalty. In absence of acknowledgement the liability/ penalty will be deemed to have been accepted by the SERVICE PROVIDER. In case the amount of loss/ damage is in excess of the running bill payable to the SERVICE PROVIDER then OPaL shall raise an Invoice/ Debit note for the balance portion of loss/ damage amount to the SERVICE PROVIDER. In case of non-payment of dues within 7 (seven) days from the date of raising the invoice/ debit note, the SERVICE PROVIDER shall be liable to pay interest on the due amount at the rate of 12% (twelve) p.a. till the full recovery of outstanding amount of invoice/ debit note.

Please also refer Special Conditions of Contract for details, if any.

## **13.0 HEALTH, SAFETY, ENVIRONMENT AND SECURITY CLAUSE**

- 13.1 SERVICE PROVIDER shall comply with all applicable safety, Health & Environment laws, standard, codes, rules and regulations, including the HSE rules framed and established by OPaL. SERVICE PROVIDER and SERVICE PROVIDER's representatives shall cooperate and coordinate with OPaL employees as well as other SERVICE PROVIDERS on HSE matters and shall promptly comply with any specific HSE (Health, Safety & Environment) instructions and directions given to SERVICE PROVIDER by OPaL.



- 13.2 Within 10 (ten) days after the date of this SERVICE AGREEMENT, SERVICE PROVIDER shall submit SERVICE PROVIDER'S Health, Safety & Environment program to the HSE department of OPaL for approval. However, OPaL's approval of any such program shall not relieve SERVICE PROVIDER of its other obligations hereunder. SERVICE PROVIDER shall inform his personnel, all HSE practices and the requirements of OPaL. SERVICE PROVIDER shall furnish suitable safety equipment for its representatives/ personnel and enforce the use of such safety gadgets / equipment by its personnel who will be deployed by them at site as per Service Agreement.
- 13.3 SERVICE PROVIDER shall ensure that good quality PPE either conforming to IS or EN or ANSI or NIOSH are provided to its personnel and same will be checked during safety induction process by OPaL HSE dept.
- 13.4 SERVICE PROVIDER shall ensure all its personnel wear cotton clothing while visiting or working at hydrocarbon areas and also issue boiler suit (single piece coverall) to its personnel deputed in hydrocarbon areas. SERVICE PROVIDER shall ensure uniform colour code of boiler suit with reflector for their personnel and name of SERVICE PROVIDER displayed on the boiler suit (both front and back side) for easy identification.
- 13.5 SERVICE PROVIDER shall ensure uniform colour code of helmet that is Yellow for all its personnel.
- 13.6 BEFORE commencing the work at OPaL, the SERVICE PROVIDER should ensure that the personnel being deployed:
- (i) will be over 18 (eighteen) years of age
  - (ii) will have no Police/ Criminal Record
  - (iii) will have no record of alcohol or drug abuse
  - (iv) will have no chronic or contagious diseases
  - (v) will be physically and mentally fit
  - (vi) will have right value system and attitude to discharge his/her responsibilities
  - (vii) will be a trained person as per OPaL's requirement (certification for the same to be provided)
  - (viii) will be provided with Personnel Protective Equipment (PPE) as per HSE department guidelines and job specific requirements
  - (ix) will have completed OPaL's basic safety induction course and provided with Contractor's Training card
  - (x) Properly inducted by SERVICE PROVIDER regarding his/her roles & responsibilities while deployed at OPaL locations.
- 13.7 Upon failure of SERVICE PROVIDER to comply with any of the requirements set forth herein, OPaL shall have the authority to restrict entry of any number of personnel of the SERVICE PROVIDER to the site who are not complying with the said requirement and/or to stop any operations of SERVICE PROVIDER affected by such failure until the condition is remedied. Such part of the time or loss to property or injury to a person due to any such failure on the part of SERVICE PROVIDER shall be made the subject of a claim by way of penalty in addition to the costs borne by OPaL or loss or damage to any third party to bring the damaged



property or other loss in reinstatement condition. The details of the applicable penalty would be as mentioned in Table.

| No. | Description   | Penalty   |
|-----|---|---|
| 1.  | In case, Service provider's deployed personnel is not over 18 (eighteen) years of age.  | Person to be expelled immediately from OPaL's premises and service provider will be penalized for amount of Rs. 5000/- per instance   |
| 2.  | In case, service provider's deployed personnel is having Police/ criminal record  | Person to be expelled immediately from OPaL's premises and service provider will be penalized for amount of Rs.5000/- per instance.   |
| 3.  | In case, service provider's deployed personnel is having record of alcohol/ drug abuse  | Person to be expelled immediately from OPaL's premises if found under influence of alcohol or illegal drug at the time of duty hours or within OPaL premises.   |
| 4.  | In case, service provider's deployed personnel is having chronic or contagious diseases, vertigo and epilepsy   | Person to be expelled immediately from OPaL's premises if found with any of the said diseases. Service provider will be penalized for amount of Rs. 500/- per instance if found that the service provider has mis represented the medical history of deployed person under OPaL's investigation.  |
| 5.  | In case, service provider's deployed personnel is not found physically and mentally fit   | Person will not be allowed to work if found medically unfit by OPaL's Factory Medical Officer.  |
| 6.  | In case, service provider's deployed personnel is not having right value system and attitude to discharge his/her responsibilities  | Person will be expelled from OPaL site immediately.   |
| 7.  | In case, service provider's deployed personnel is not trained (certification for the same to be listed, if applicable)  | If certification is required to perform a particular job inside OPaL's premises then service provider to deploy trained and certified person as per OPaL's requirement. Service provider will be penalized for amount of Rs. 5000/- per person per instance if service provider does not deploy certified person or misrepresent training/ competency of deployed person. |
| 8.  | In case service provider's deployed personnel is not having Personnel Protective Equipment as per OPaL's HSE department's guidelines as required for the work being carried out | In case Service provider does not provide PPE of good quality as per job's requirements to the deployed manpower at OPaL's premises then service will be penalized for an amount of Rs. 1000/- per person per day till the deficiency is corrected.<br>In case Service provider provides non-   |

|     |   |   |
|-----|---|---|
|     |   | <p>standard PPE, i.e., PPE not conforming to IS or EN or NIOSH or ANSI standards, then service provider will be penalized for an amount of Rs. 500/- per person per day.</p> <p>If the person deployed by Service provider is found with damaged PPE within OPaL's premises, then service provider will be penalized for an amount of Rs. 500/- per person per day.</p> <p>In case, deployed person performs job without wearing necessary job specific PPE then service provider will be penalized for an amount of Rs. 250/- for first &amp; second instance against same person and amount of Rs. 500/- per instance for further repeated violation by same person.</p> <p>Further, in case of repeated violation by same person, OPaL may decide to expel the person immediately from site.</p> |
| 9.  | In case, Service provider's deployed personnel is not completed the OPaL's Basic Safety induction course  | <p>Service provider has to ensure that all its personnel undergo Basic safety induction course of OPaL's HSE department before they are deputed for any work within OPaL's premises. In case any deployed person by service provider starts execution of job without basic safety induction, then service provider will be penalized for amount of Rs. 5000/- per instance and the person will not be allowed to carry out job at OPaL's premises till he/she attends OPaL's basic safety induction course.</p>   |
| 10. | In case, service provider's deployed personnel is not properly inducted by SERVICE PROVIDER regarding his/her roles & responsibilities while deployed at OPaL | <p>If the person deployed by service provider found violated OPaL's rules/ regulation or procedure then Service provider will be penalized for amount of Rs. 500/- per person per instance and he/she may be expelled from OPaL's premises as per decision of OPaL.</p>   |



| 11.   | In case, Service provider's deployed personnel is found responsible for causing any accident at OPaL's premises  | <p>If SERVICE PROVIDER is found responsible for the incident as per OPaL's investigation procedure, then following penalty to be imposed. Actual amount of penalty should be decided based on criticality and involvement of SERVICE PROVIDER. Penalty amount should be decided between the minimum and maximum amount given below</p> <table><tr><th>Type</th><th>Penalty</th></tr><tr><td>In case of FAC</td><td>Rs.500/- (minimum),<br/>Rs. 2500/- (maximum) per Incident</td></tr><tr><td>In case of MTC</td><td>Rs.2500/- (minimum),<br/>Rs.5,000/- (maximum) per Incident</td></tr><tr><td>In case of LTC</td><td>Rs.5,000/-(minimum),<br/>Rs.25,000/-(maximum) per incident, plus any legal fine if imposed by Statutory authorities</td></tr><tr><td>In case of Fire</td><td>Rs. 500/- (minimum),<br/>25,000/- (maximum) per incident</td></tr><tr><td>In case of Damage to property</td><td>Rs. 500/- (minimum),<br/>Rs.10,000/-(maximum) per incident.<br/>If required OPaL may also recover cost of damaged property based on its own discretion and case to case basis based on severity of incident.</td></tr><tr><td>Causing spillage of hazardous substance, degradation of environment</td><td>Rs. 500/- (minimum),<br/>Rs.5000/- (maximum) per occasion</td></tr></table> | Type | Penalty | In case of FAC | Rs.500/- (minimum),<br>Rs. 2500/- (maximum) per Incident | In case of MTC | Rs.2500/- (minimum),<br>Rs.5,000/- (maximum) per Incident | In case of LTC | Rs.5,000/-(minimum),<br>Rs.25,000/-(maximum) per incident, plus any legal fine if imposed by Statutory authorities | In case of Fire | Rs. 500/- (minimum),<br>25,000/- (maximum) per incident | In case of Damage to property | Rs. 500/- (minimum),<br>Rs.10,000/-(maximum) per incident.<br>If required OPaL may also recover cost of damaged property based on its own discretion and case to case basis based on severity of incident. | Causing spillage of hazardous substance, degradation of environment | Rs. 500/- (minimum),<br>Rs.5000/- (maximum) per occasion |
|---|--|--|------|---------|----------------|--|----------------|---|----------------|--|-----------------|---|-------------------------------|--|---|--|
| Type  | Penalty  |  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |
| In case of FAC  | Rs.500/- (minimum),<br>Rs. 2500/- (maximum) per Incident   |  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |
| In case of MTC  | Rs.2500/- (minimum),<br>Rs.5,000/- (maximum) per Incident  |  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |
| In case of LTC  | Rs.5,000/-(minimum),<br>Rs.25,000/-(maximum) per incident, plus any legal fine if imposed by Statutory authorities   |  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |
| In case of Fire   | Rs. 500/- (minimum),<br>25,000/- (maximum) per incident  |  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |
| In case of Damage to property                                       | Rs. 500/- (minimum),<br>Rs.10,000/-(maximum) per incident.<br>If required OPaL may also recover cost of damaged property based on its own discretion and case to case basis based on severity of incident. |  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |
| Causing spillage of hazardous substance, degradation of environment | Rs. 500/- (minimum),<br>Rs.5000/- (maximum) per occasion   |  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |
| 12.   | case legal non-compliance is caused by SERVICE PROVIDER  | <p>In case of any Legal non- compliance caused by SERVICE PROVIDER for which legal notice is served to OPaL by authority, then the Service provider will remain responsible for immediate correction of the noncompliance and payment of legal fines as</p>  |      |         |                |  |                |   |                |  |                 |   |                               |  |   |  |



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|  |  | imposed by the Statutory Authority(s). Additionally, Service provider will be penalized by OPaL for amount Rs. 5000/- per instance. |
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- 13.8 For any other HSE related violation, which is not covered above, suitable amount of penalty will be decided by the concerned Engineer In-Charge of OPaL.
- 13.9 The SERVICE PROVIDER will have to comply and follow the safety rules, regulations, penalties etc. published, modified, amended from time to time by OPaL.
- 13.10 Any breach of OPaL Health, Safety, Environment and Security rules and regulations could result in suspension of work, statutory fines, claims for delays and damages/ injury, etc. and/or cancellation of the service agreement.

#### **14.0 LEGAL AND REGULATORY COMPLIANCES**

The SERVICE PROVIDER shall observe all the statutory compliances needed without exception:

- 14.1 Service Provider shall be responsible for strict compliance of and shall ensure strict compliance under all applicable Labour Laws of India but not restricted to provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labour (Abolition & Regulation) Act 1970, Payment of Bonus Act, Payment of Gratuity Act 1972, Factories Act, 1948, Employees Provident Fund (& Miscellaneous Provisions) Act 1952, Child Labour Act, Interstate Migrant Workmen Act, Building and Other Construction Workmen (RE & CS) Act 1996, Motor Vehicle Act and any subsequent amendment in the same from time to time and all rules, regulations, statutes and schemes framed there-under from time to time.
- 14.2 SERVICE PROVIDER shall be fully responsible of his and his subcontractor's (if any) personnel deployed at OPaL locations. In no case, OPaL shall have any employer-employee relationship under any applicable labour laws from time to time with Service Provider and Service Provider's representatives.
- 14.3 OPaL and SERVICE PROVIDER both recognize that the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 (hereinafter referred to as the "Act" which expression shall include all Rules and Regulations framed there under) will apply to SERVICE PROVIDER and OPaL with respect to SERVICE PROVIDER'S representatives while deployed for and in connection with the performance of Services pursuant thereto in the Offices. To this end, in compliance with the provisions of the said Act and the rules framed there under:
- OPaL shall make all such extensions or endorsements in its existing registration(s) as principal employer under the Act to accommodate the Service(s) pursuant hereto.
  - SERVICE PROVIDER shall:
    - Prior to commencement of work/service under this service agreement, obtain a license as a SERVICE PROVIDER under the Act or obtain such endorsements or extensions of its existing registration(s) or licenses as a SERVICE PROVIDER under the Act to accommodate the Services pursuant thereto. Payment to the SERVICE PROVIDER



pursuant hereto shall be subject to the SERVICE PROVIDER furnishing satisfactory proof of a valid license.

- (ii) Maintain all records and registers required to be maintained by SERVICE PROVIDER as a SERVICE PROVIDER under the Act and rules framed there under including, but not limited to, Employment Card, Register of Wages, Register of Workmen Employed by SERVICE PROVIDER, Muster Roll, Overtime Register, Register of Deductions, Register of Fines, Register of Advances, Wage Slip, Form of Register of Wages-cum-Muster Roll and such other records or registers as are required under the Act.
- (iii) Provide to SERVICE PROVIDER'S personnel any and all amenities and facilities as are required to be provided by a SERVICE PROVIDER under the Act.
- (iv) Pay and provide to SERVICE PROVIDER'S representatives deployed at the Location(s) in connection with and/or in relation to the Services, wages and other legal and mutually agreed benefits as are required to be paid or provided under the Act, and other applicable Laws.

14.4 The SERVICE PROVIDER shall duly and faithfully pay and contribute to the Account and Code No. allotted to the SERVICE PROVIDER all contributions towards provident fund, pension and ESI as required to be paid and contributed under the Employees' Provident Funds & Misc. Provisions Act, 1952 and the Scheme(s) framed thereunder and/or Employees' State Insurance Act, 1948 and rules and/or scheme framed thereunder. In addition SERVICE PROVIDER shall duly and faithfully pay to the applicable fund or scheme the gratuity/group gratuity and medical/WC insurance (where ESI Act is not applicable) contribution for his/its personnel deployed to render services. In proof of each payment/contribution, the SERVICE PROVIDER shall together with each bill/invoice for payment of the price of services under the SERVICE AGREEMENT furnish a photo copy of the demand draft/pay order by which the relevant payment has been made, a photo copy of the receipted challan or other applicable document under cover of which payment has been made, and an Affidavit certifying the payment and the list of the SERVICE PROVIDER'S personnel deployed at the locations with reference to which payment/contributions have been made and the amount paid/contributed in respect of each. Such proof in support of payment and the Affidavit shall be pre-requisite to the periodical payment of SERVICE PROVIDER's bill/invoice.

14.5 To enable OPaL to comply with its obligations as principal employer under the Act SERVICE PROVIDER shall give advance notice of payment of salary/wages to its personnel deployed at the Location(s) for providing Services pursuant hereto so as to enable OPaL to depute a representative to witness payment of wages/salary to SERVICE PROVIDER'S such personnel at each Location.

14.6 SERVICE PROVIDER and OPaL both recognize that this SERVICE AGREEMENT could result in responsibility to pay Provident Fund and/or to make contributions under the Employees' State Insurance Act in respect of SERVICE PROVIDER's personnel while deputed to the Locations for and/or in connection with the provision of Services pursuant hereto. To this end, SERVICE PROVIDER represents that SERVICE PROVIDER has its own Registration Number under the Provident Fund & Miscellaneous Provisions Act, pursuant to which it makes contributions with



respect to its personnel, and that it will continue to make contributions in respect of those of its personnel who are deputed to the Locations for and/or in connection with the provisions of Services pursuant hereto. SERVICE PROVIDER also represents that it is duly registered under the Employees' State Insurance Act and has its own Code No. and Account under the said Act in which it deposits and will continue to deposit contributions, so far as applicable, in respect of its personnel deputed to the Offices for and/or in connection with the provision of Services pursuant hereto.

- 14.7 The SERVICE PROVIDER shall take all necessary and proper measures to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Smoking and littering shall not be permitted by the representative of Service Provider within the premises. The SERVICE PROVIDER shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 14.8 SERVICE PROVIDER will refer the guidelines provided by OPaL attached as Appendix- 1 to ANNEXURE II of the Tender Document, for compliance under all labour laws applicable from time to time and will undertake to abide by the same. These guidelines are for guidance and support. SERVICE PROVIDER shall be fully responsible for total compliance under all labour laws/acts/statutes/notifications applicable to him from time to time.
- 14.9 During the tenure of this SERVICE AGREEMENT, nothing shall be done by the SERVICE PROVIDER in contravention of any Law, Act and/or Rules/Regulations thereunder or any amendment thereof.
- 14.10 SERVICE PROVIDER, shall solely be responsible for the payment or settlement of any claim, recovery related to gratuity as per the provisions of Payment of Gratuity Act, 1972 raised by the personnel of SERVICE PROVIDER deployed at OPaL locations. OPaL shall have what-so-ever reason no liability to pay or settle any such issues, claims or recoveries raised by directors, officers, consultants, agents and contractors of SERVICE PROVIDER. SERVICE PROVIDER will indemnify OPaL against any such claims or recoveries during the tenure of said service agreement and even subsequent to termination / expiry of the SERVICE AGREEMENT.

Notwithstanding anything to the contrary herein, this Clause 14.10 shall survive consummation of transactions contemplated hereby and the termination of this service agreement.

#### **15.0 DELAY IN COMPLETION AND LIQUIDATED DAMAGES:**

If the Service Provider, due to reasons not solely attributable to the Company, fails to complete the Services or any part thereof before the scheduled Completion Date or the extended date or if SERVICE PROVIDER repudiates the CONTRACT before completion of the Services, the Company may, without prejudice to any other right or remedy available to the Company as under the CONTRACT, recover from the SERVICE PROVIDER as ascertained and agreed liquidated damages plus applicable goods & service tax and not by way of penalty, sum equivalent to ½ % of the Total CONTRACT Value for each week of delay or part thereof beyond the scheduled Completion Date subject to a maximum of 10% of the Total CONTRACT



Value even though the Company may accept delay in Completion after the expiry of the Scheduled Completion Date

#### **16.0 PRICE OF SERVICES:**

- 16.1 SERVICE PROVIDER represents and declares that it has fully understood all the requirements and expectations of OPaL with respect to the Services mentioned in the Scope of Work. For the services rendered by SERVICE PROVIDER to the satisfaction of OPaL/ EIC, SERVICE PROVIDER shall be paid by OPaL after the end of each activity, according to the payment procedure, the sum worked out on the basis of prices in online price format hereto.
- 16.2 There is no guaranteed minimum work or payment under this SERVICE AGREEMENT. Payment will strictly be for services actually rendered. In case of any increase/decrease in scope of work, addition/ deduction in payment will be made on pro-rata basis.
- 16.3 If in addition to the Services specified above, OPaL shall require SERVICE PROVIDER to render or perform any other service(s) and SERVICE PROVIDER shall agree to render to perform such service(s). OPaL and SERVICE PROVIDER shall agree in advance the basis on which OPaL shall pay SERVICE PROVIDER for such additional Service(s) and on the payment procedure in respect thereof (if it be different in any particulars from that specified above), and OPaL shall pay SERVICE PROVIDER accordingly for such additional services.
- 16.4 The prices of services shall be firm throughout the AGREEMENT period save as otherwise provided elsewhere in this SERVICE AGREEMENT.
- 16.5 If any new Tax is imposed with respect to the Services provided by SERVICE PROVIDER after the effective date (from the date of Service Order), such new Tax or increased tax shall be reimbursed by OPaL to the SERVICE PROVIDER in addition to the price of the services as mentioned RFx Response. Similarly, if any existing Tax is abolished, or if there is reduction in the rate of any existing Tax, OPaL will be entitled to the benefit of abolition or reduction by reduction in the price payable as per price quoted by bidder.

#### **17.0 PAYMENT PROCEDURE**

- 17.1 SERVICE PROVIDER shall submit bills/ invoices to respective department in charge at the OPaL-Dahej site accompanied by the following documents for verification (OPaL encourages submission of digitally signed invoice):
  - a) Proof of deposit of statutory levies like EPF/ ESI/ Prof. Tax etc. during the previous month (with a list of individual names and amount deposited in their accounts).
  - b) Proof of payment by cheque by SERVICE PROVIDER of salaries/ wages to its personnel deployed at the Location(s) for providing the Services for the period corresponding to the period of the invoice.
  - c) A compliance certificate from OPaL representative (i.e. representative of the Principal Employer) who shall be deputed to witness payment of salary/wages to the personnel of the SERVICE PROVIDER to the effect that all the required statutory compliances were complied with for the period of the bill.





- 17.2 Payment of the invoice/ bill will be made within 30 (thirty) working days from the date of its submission, complete in all respects accompanied by the relevant documents and details specified above subject to certification of satisfactory performance of work by authorized Officer of OPaL.
- 17.3 In the event of any dispute in respect of a portion of any bill, OPaL shall make payment of the undisputed portion and shall promptly notify SERVICE PROVIDER or its representative in writing of the disputed portion(s) with reasons for the dispute, with a view to enable prompt resolution of the dispute.
- 17.4 Income Tax and other statutory deductions shall be deducted at source on the amount(s) admitted for payment to SERVICE PROVIDER according to the applicable legal provisions in this behalf.
- 17.5 Payment of any invoice shall not prejudice the right of the OPaL to question the allow ability under this SERVICE AGREEMENT of any amount claimed therein, provided OPaL, within one year beyond the expiry of each agreement year delivers to the SERVICE PROVIDER written notice identifying any item or items which it questions and specifying the reasons therefore. Should OPaL so notify SERVICE PROVIDER such adjustment shall be made as the parties shall agree, these provisions shall be reciprocal for similar rights to the SERVICE PROVIDER.
- 17.6 The SERVICE PROVIDER shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from OPaL and as to any payment provided for hereunder, which is to be made on the basis of SERVICE PROVIDER'S costs.
- 17.7 No advance payment shall be made to the SERVICE PROVIDER.

**18.0 CLAIMS, TAXES AND DUTIES, FEES AND ACCOUNTING:**

**18.1 CLAIMS:**

SERVICE PROVIDER agrees to pay all claims, taxes and fees for vehicle, manpower, materials, services and supplies to be furnished by it under this Service Agreement and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of OPaL. OPaL may, at its option, pay and discharge any lien or overdue charges for SERVICE PROVIDER'S vehicle, manpower, materials, services and supplies under this SERVICE AGREEMENT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to SERVICE PROVIDER hereunder.

**18.2 NOTICE OF CLAIMS:**

SERVICE PROVIDER Or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the SERVICE AGREEMENT. Each party shall confer with the other concerning the defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.





### 18.3 TAXES AND DUTIES

#### **Services for Dahej site:**

The project falls under the SEZ notified area. Total agreement value is inclusive of all applicable duties & Taxes including Income Tax/ withholding Tax, corporate tax, personal tax, etc. payable directly by the Service Provider to Government. The Project is exempted from payment of customs duty, Goods and Service tax payable directly by the Service Provider. However, Bidder is required to ascertain themselves, the prevailing rates of Taxes & duties as applicable in Dahej SEZ on the Scheduled date of submission of Price Bids/ revised Price Bids (if any) and the Company would not undertake any responsibility whatsoever in this regard.

In case, the exemptions applicable for the Project under the SEZ area are withdrawn for any or all of the above mentioned taxes and duties subsequent to the date of submission of the bid but before the Scheduled completion date under the Service agreement, the liability arising out of withdrawal of any or all these taxes & duties shall be regulated by Clause 19 of GCC- Change in Law, of Service agreement.

The Service provider shall avail all concessions/ exemptions available for the SEZ Project. The Company upon request from the Service provider along with necessary details provide recommendatory letters, if required, in the prescribed Pro-forma for availing the concessions/ exemptions in respect of taxes payable by Service Provider directly to Government. The responsibility of availing the concessions/ exemptions will be that of the Service provider.

### 19.0 CHANGE IN LAW:

- 19.1 In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body or any change in the interpretation or enforcement of any said Act or law, Rules or Regulations by Government or Public Body which becomes effective after the date as advised by the OPaL for submission of final price bid or revised price bid, if any, whichever is later for this SERVICE AGREEMENT and which results in increased cost of the services under the SERVICE AGREEMENT through increased liability of taxes, (other than personal and corporate taxes), duties, the SERVICE PROVIDER shall be indemnified for any such increased cost by the OPaL subject to the production of documentary proof to the satisfaction of the OPaL to the extent which is attributable to such change or amendment as mentioned above.
- 19.2 Similarly, if any change or amendment of any Act or Law including Income Tax Act, Rules or Regulations of any Government or Public Body or any change in the interpretation or enforcement of any said Act or Law, Rules or Regulations by Government or Public Body becomes effective after the date as advised by the OPaL for submission of final price bid of this SERVICE AGREEMENT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personal and corporate taxes), duties, the SERVICE PROVIDER shall pass on the benefits of such reduced cost, taxes or duties to the OPaL.

- 19.3 Notwithstanding the above-mentioned provisions, OPaL shall not bear any liability in respect of following taxes during the tenure of service agreement
- a) Personal Income taxes on Personnel/ representatives of SERVICE PROVIDER,
  - b) Corporate taxes in respect of the SERVICE PROVIDER,
  - c) Change in Minimum wages and other statutory welfare measures under various labour legislations.
- 19.4 All duties, taxes, fees, charges, expenses, etc. (except wherever otherwise expressly provided in the Service agreement) as may be levied/ imposed in consequence of execution of the Works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the Service agreement shall be to SERVICE PROVIDER's account. Any increase/ decrease in such duties, taxes, fees charges, expenses on account of amendment in Indirect taxes, etc. after the date of submission of the price bid or revised price bid, if any, whichever is later, but within the completion date/ extended date of Service agreement will be to the account of the Company.
- 19.5 In case of introduction of new legislation or change or amendment in any act or law after the Scheduled/ extended Completion Date (extended in accordance with the provisions of the Service agreement), but which comes into force or becomes effective retrospectively from a date on or before the Scheduled/ extended Completion Date and which results in any increase/ decrease in the duties, taxes and fees under the Service agreement, then such increase/ decrease, subject to the conditions stipulated above shall be to Company's account.
- 19.6 The Service agreement Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the SERVICE PROVIDER in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, the Company will have no liability to reimburse/ pay to the SERVICE PROVIDER the excess duties, taxes, fees, if any finally levied/ imposed by the concerned authorities.

## **20.0 PERIOD & TERMINATION**

**Period:** This SERVICE AGREEMENT shall be valid and effective on and from the date of NOA/Service Order until the expiry of the CONTRACT PERIOD.

### **Termination:**

#### **20.1 Termination on expiry of the CONTRACT**

This SERVICE AGREEMENT shall be deemed to have been automatically terminated on the expiry of CONTRACT PERIOD unless OPaL exercise its option to extend this CONTRACT in accordance with the provisions, in any, of this CONTRACT.

#### **20.2 Termination on account of force majeure:**

Either party shall have the right to terminate this Service agreement on account of Force Majeure, as set forth in Clause 22.0 of GCC.

#### **20.3 Termination on account of insolvency:**

In the event the SERVICE PROVIDER or its collaborator at any time during the term of this SERVICE AGREEMENT becomes insolvent or makes a voluntary assignment of its assets for

the benefit of creditors or is adjudged bankrupt, then the COMPANY shall, by a notice in Writing have the right to terminate this SERVICE AGREEMENT and all the SERVICE PROVIDER'S rights and privileges hereunder, shall stand terminated forthwith.

- 20.4 Termination in the event of breach, default or deficiency by the SERVICE PROVIDER under or with reference to the Service to be provided under the SERVICE AGREEMENT, OPaL reserves the right at its option and discretion to terminate this SERVICE AGREEMENT with the SERVICE PROVIDER.
- 20.5 **Termination for delay in mobilization:** Successful Service Provider shall be required to mobilize complete equipment along with crew (only manpower/crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum of mobilization period as mentioned in the Special Conditions of Contract. If the successful Service Provider fails to mobilize as above and/or delays in the commencement of all or of any of the Services exceeds the mobilization period as mentioned in the Special Conditions of Contract, OPaL shall have the right to terminate this SERVICE AGREEMENT for all or any of the Service(s) which have not commenced, and to get the terminated Service(s) for a period equivalent to the period of the SERVICE AGREEMENT as specified above, performed at the risks and costs of the SERVICE PROVIDER, and to recover from the SERVICE PROVIDER the additional costs incurred either by way of deduction or recovery from the invoices of the SERVICE PROVIDER or from the Security Deposit or otherwise.

#### **OTHER PROVISIONS**

- 20.6 IF SERVICE PROVIDER is in breach of any of the material provision of this SERVICE AGREEMENT. In any of the said events, OPaL may terminate this SERVICE AGREEMENT only if OPaL has first given a written notice to the SERVICE PROVIDER of such deficiency in service or breach giving requisite particulars thereof and the SERVICE PROVIDER has not within 10 (Ten) days of the receipt of such notice taken steps satisfactory to OPaL to rectify the deficiency or breach.
- 20.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the COMPANY to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this SERVICE AGREEMENT, the parties shall continue to be bound by the provisions of this SERVICE AGREEMENT that reasonably require some action or forbearance after such termination.
- 20.8 In case of termination of Contract herein set forth, except under 20.1 and 20.2 and/or annulment of the contract due to non-submission of Performance Security, following actions shall be taken against the Service Provider:
- a) OPaL shall be entitled at the risk and expense of the SERVICE PROVIDER in all respects to engage one or more SERVICE PROVIDERS to undertake the service(s) with respect to which the SERVICE AGREEMENT has been terminated for the unexpired term of the SERVICE AGREEMENT and to recover from the SERVICE PROVIDER the difference if any between the price payable to the SERVICE PROVIDER in respect of such services and the



amount incurred by OPaL for such services for the balance of the term of the Service Agreement.

- b) No amount shall be due and payable to the SERVICE PROVIDER for the service(s) in respect of which the SERVICE AGREEMENT has been terminated until the entirety of such terminated services for the unexpired term of the SERVICE AGREEMENT shall have been completed and all payments finally due on any account to OPaL and/or any other SERVICE PROVIDER in respect of such services have been finally settled and OPaL has been discharged from all liabilities in respect thereof if thereafter there remains in the hands of OPaL any excess or balance after all accounting and adjustments of all dues to OPaL, OPaL shall forthwith pay the excess/balance to the SERVICE PROVIDER and in the event of the security deposit and other dues of the SERVICE PROVIDER in the hands of OPaL being insufficient to meet the dues of OPaL as aforesaid, the SERVICE PROVIDER shall forthwith on demand by OPaL pay OPaL the shortfall failing which such balance outstanding shall carry interest @ 12% (twelve) per annum until receipt of entire outstanding in full.

#### **21.0 FORECLOSURE OF SERVICE AGREEMENT:**

- 21.1 OPaL shall have the right to foreclose this Service Agreement at any time during the tenure of the service agreement without assigning any reason whatsoever by giving notice of minimum 30 (thirty) days.
- 21.2 Notwithstanding any other right or remedy available to OPaL, in the event of this Service agreement being terminated by OPaL under Clause 20.0 hereof above except Clause 20.2 (Termination on account of force majeure), OPaL shall have the right to forfeit the security deposit.

#### **22.0 FORCE MAJEURE:**

- 22.1 In the event of OPaL or SERVICE PROVIDER being prevented by Force Majeure to perform any obligation required to be performed by it under the SERVICE AGREEMENT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 22.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Terrorist Acts, Fire, Flood, Typhoon, Earthquake, epidemic/pandemic, Tsunami, Cyclone and Acts and Regulations of Government on the two parties namely OPaL and the Service provider (directly affecting the performance of the Service agreement).
- 22.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been prevented thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party thereof within 72 (seventy-two) hours of the ending of the cause respectively. If Services are suspended by Force Majeure conditions lasting for more than two months, OPaL shall have the option of terminating the SERVICE AGREEMENT in whole or part at its discretion without any liability for breach on its part resultant upon the termination. Time for





performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

### **23.0 INDEMNITY:**

- 23.1 SERVICE PROVIDER shall indemnify and keep indemnified OPaL and its employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or directly or indirectly associated with personal injury, illness or death of or loss or damage due to:
- a) All acts of misfeasance, malfeasance, theft, dishonesty or embezzlement by any of SERVICE PROVIDER's personnel deployed at the location(s) resulting in any loss or damage to OPaL or its property;
  - b) Any of SERVICE PROVIDER's personnel (even if caused by or contributed to by the negligence or fault of OPaL or its agents or employees or directors)
  - c) Subject to sub-Clause 23.2 below, any other person to the extent the injury, illness or death is caused by the negligence or fault of SERVICE PROVIDER or SERVICE PROVIDER's personnel.
  - d) Any property owned, hired or supplied by SERVICE PROVIDER (even if caused by or contributed to by the negligence or fault of OPaL or its employees).
  - e) Any other property to the extent the loss or damage is caused by the negligence or fault of SERVICE PROVIDER or SERVICE PROVIDER's personnel.
  - f) Any claim by any of SERVICE PROVIDER's personnel on OPaL as a principal employer under the Act or under the Employees Provident Fund & Miscellaneous Provisions Act or under Workmen's Compensation Act or under any other applicable law or against any breach or infraction thereof by SERVICE PROVIDER.
  - g) Any claim against OPaL by any person employed by SERVICE PROVIDER for payment of any wages, legal dues or benefits under any applicable labour Laws/ Acts/ Statutes/ Notifications and any kind of employment or regularization of employment with OPaL as a result of such employee being deployed by SERVICE PROVIDER in providing Services pursuant hereto.
- 23.2 OPaL shall indemnify and keep indemnified SERVICE PROVIDER against all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, and fines arising from personal injury, illness or death of or loss or damage due to:
- a) All acts of misfeasance, malfeasance, theft, dishonesty or embezzlement by any of OPaL's personnel deployed at the Location(s) resulting in any loss or damage to SERVICE PROVIDER or its property;
  - b) Any employee of OPaL (even if caused by or contributed to by the negligence or fault of SERVICE PROVIDER)
  - c) Subject to clause 23.1 above, any other person to the extent that the injury, illness or death is caused by the negligence or fault of OPaL or its employees;
  - d) Any property owned, hired or supplied by OPaL (even if caused by, or contributed to by, the negligence or fault of SERVICE PROVIDER or its Personnels);





- e) Any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of OPaL or its employees.
- f) Any claim by any of OPaL's personnel under the Employees Provident Fund & Miscellaneous Provisions Act or under Workmen's Compensation Act or under any other applicable law or against any breach or infraction thereof by SERVICE PROVIDER.
- g) Any claim against SERVICE PROVIDER by any person employed by OPaL for payment of any wages, legal dues or benefits under any applicable labour Laws/ Acts/ Statutes/ Notifications and any kind of employment or regularization of employment with SERVICE PROVIDER as a result of such employee being deployed by OPaL in providing Services pursuant hereto.

**23.3 Notwithstanding any other provisions;**

- a) Neither SERVICE PROVIDER nor OPaL shall be liable to the other, whether in SERVICE AGREEMENT, tort or otherwise for any consequential loss or damage, loss of use, loss of production, or loss of profits.
- b) **Limitation of liability:** The maximum aggregate liability of Service Provider for any reason whatsoever related to this Service Agreement/Contract or in connection with the services to be provided by the Service Provider shall be limited to the total Contract Price provided however that nothing in this Agreement attempts to limit or exclude Service Provider's liability for fraud, wilful misconduct or any other type of liability that under applicable law cannot be limited or excluded.

**24.0 INSURANCE:**

SERVICE PROVIDER shall, at his/its own expense arrange appropriate comprehensive insurance to cover all risks assumed by the SERVICE PROVIDER under this Service agreement in respect of its personnel deputed under this Service agreement. OPaL will have no liability on this account as well as on account of any loss or damage to the SERVICE PROVIDER's equipment, tools, and other belongings. Proof of policy of comprehensive insurance to his personnel as above is to be submitted by the SERVICE PROVIDER prior to commencement of work under the Service agreement.

**25.0 CONSEQUENTIAL DAMAGES:**

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

**26.0 EXCLUSION OF GOVERNMENT OF INDIA'S LIABILITY:**

It is expressly understood and agreed by and between the SERVICE PROVIDER and OPaL that OPaL is entering into this Service agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Service Agreement and has no liabilities, obligations

or rights hereunder. It is expressly understood and agreed that OPaL is an independent legal entity with power and authority to enter into this Service Agreement solely in its behalf under the applicable laws of India and general principles of Contract Law. The SERVICE PROVIDER expressly agrees, acknowledges and understands that OPaL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of this Service agreement. Accordingly, SERVICE PROVIDER hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Service agreement and covenants not to the Government of India as to any manner, claim, cause of action or thing whatsoever arising of under this Service agreement.

## **27.0 LAWS/ARBITRATION:**

### **27.1 Applicable Laws**

This Service agreement including all matters connected with this SERVICE AGREEMENT, shall be governed by the laws of India (both substantive and procedural) and shall be subject to exclusive jurisdiction of the Indian Courts of Vadodara subject to the provisions of clause 27.3 and 27.4 herein below.

### **27.2 Amicable settlement**

If any dispute or difference arises in connection with this Service Agreement, either party may give notice to the other party of the same, whereupon the parties shall meet promptly and in good faith attempt to reach an amicable settlement.

### **27.3 Resolution of dispute through conciliation by OEC:**

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as "Dispute") under the contract arises, the party shall give a 60 days written notice ("Dispute Notice") to the identified officer of the other party mentioned in the contract giving details of the dispute. The parties shall use all reasonable endeavors to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter in to a settlement as evidence in any Forum/ arbitration/ court proceeding.

If parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days' Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and/ or arbitration subject to terms and conditions contained herein below:

- 1) Parties further agree that following matters shall not be referred to conciliation or arbitration:



- (i) Any claim, difference or dispute relating to, connected with or arising out of OPaL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the bidder/ contractor and/ or with any other person involved or connected or dealing with bid/ contract/ bidder/ contractor.
- (ii) Any claim, difference or dispute relating to, connected with or arising out of OPaL's decision under the provision of Integrity Pact executed between OPaL and the bidder/ contractor.

2) Conciliation:

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of this Service Agreement or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") on mutual agreement of both the Parties. OEC will be constituted by Chairman-OPaL as per standard OPaL procedure and the same will be discussed after agreement between both parties for resolution of dispute through OEC.

27.4 **Arbitration:**

Except as otherwise provided elsewhere in this Service Agreement if any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning operation, effect, interpretation of this Service Agreement or breach thereof, which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- 1) There shall be no arbitration for disputes involving claims upto Rupees 25 lakhs and more than 100 crores. Disputes involving claims above Rs.100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court Act, 2015.
- 2) Arbitration can be invoked by giving invocation Notice only after expiry of the 60 days' period as per Dispute Notice stipulated in the para above.
- 3) The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("Invocation Notice"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to date of notice should be adopted for conversion of foreign currency in Indian Rupees.
- 4) For a dispute involving claims above Rs. 25 lakhs and upto Rs.5 crores, in case other party is Claimant, OPaL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by OPaL. In case OPaL itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in section 29B of the Arbitration & Conciliation Act, 1996.
- 5) For a dispute involving claims above Rs.5 crores and upto Rs.100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the



Invocation Notice itself along with copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respect mentioned above.

The other party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator within 30 days, who shall be the Presiding Arbitrator.

The Parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

- 6) For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
- 7) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
- 8) The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.
- 9) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under.
  - a) 20% of the fees if the claimant has not submitted statement of claim.
  - b) 40% of the fees if the pleadings are complete.
  - c) 60% of the fees if the hearing has commenced.
  - d) 80% of the fees if the hearing is concluded but the award is yet to be passed
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, OPaL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.
- 11) The seat of arbitration shall be the place from where the LOA/NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the



Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.

- 12) Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.
- 13) The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
- 14) Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract

## **28.0 CONTINUANCE OF THIS SERVICE AGREEMENT:**

Notwithstanding the fact that settlement of dispute(s) (if any) under conciliation or arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Service Agreement.

## **29.0 SERVICE AGREEMENT DOCUMENT**

### **29.1 Entire Service agreement**

This SERVICE AGREEMENT supersedes all prior agreements and commitments, whether oral or in writing between the parties concerning the subject matters(s) hereof. Neither this SERVICE AGREEMENT nor any modification will be binding on a party unless signed by authorized representatives of SERVICE PROVIDER and OPaL.

### **29.2 Modification in service agreement:**

All modifications leading to changes in this service agreement with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by OPaL by issuing amendment to this SERVICE AGREEMENT. OPaL shall not be bound by any printed conditions, provisions in the SERVICE PROVIDER'S bid, forms of acknowledgement of SERVICE AGREEMENT, invoice and other documents which purport to impose any condition at variance with or supplement to SERVICE AGREEMENT.

### **29.3 Assignment:**

The SERVICE PROVIDER shall not, save with the previous consent in writing of the OPaL, sublet/subcontract, transfer or assign the service agreement or any part thereof in any manner whatsoever. However, such consent shall not relieve the SERVICE PROVIDER from any obligation, duty or responsibility under the SERVICE AGREEMENT and SERVICE PROVIDER shall be fully responsible for the services hereunder and for the execution and performance of the service agreement.

### **29.4 Waivers and amendments:**

- a) **Waivers:** It is fully understood and agreed that none of the terms and conditions of this service agreement shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.





- b) **Amendments:** It is agreed that SERVICE PROVIDER shall carry out work in accordance with the completion programme to be furnished by OPaL which may be amended from time to time by reasonable modifications as OPaL sees fit. OPaL shall have complete right and discretion on such matters to decide.

**30.0 SECRECY:**

SERVICE PROVIDER and its personnel shall during the Period and thereafter maintain in the strictest confidence all information relating to OPaL and third parties dealing with OPaL acquired in the course of rendering services pursuant to this SERVICE AGREEMENT, or shall take or maintain any copy of any document acquired or generated in such course, and shall forthwith inform OPaL of any breach or infraction of this obligation of secrecy and shall take and institute such civil and criminal action as may be necessary to preserve the secrecy and punish those guilty of the breach or infraction. The same may also lead to termination of SERVICE AGREEMENT.

**31.0 RISK PURCHASE:**

In case of termination of the contract/ service order or a running contract, OPaL shall have the right to carry out the unexecuted portion of the supply/ work either by themselves or through any other vendor(s)/ contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, OPaL shall have the right to place such unexecuted portion of the supply/ work on any nominated vendor(s)/ contractor(s) or procure from open market. However, the overall liability of the vendor/ Contractor shall be restricted to 100% of the total contract value.

**32.0 ENERGY EFFICIENCY:**

All product/ services supplied by vendor/ service provider/ contractor should be energy efficient, wherever applicable.

**33.0 SEVERABILITY:**

Should any provision of this SERVICE AGREEMENT be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

**34.0 NOTICES AND ADDRESSES:**

Any notice or other communications to be given under this SERVICE AGREEMENT shall be in writing and may be delivered by hand or sent by standard delivery post to the relevant address(es) stated in the SERVICE AGREEMENT or sent by facsimile transmission or e-mail at following address:

|                   |  |
|-------------------|--|
| On behalf of OPaL | COO-OPaL<br>ONGC PETRO ADDITIONS LIMITED<br>PLOT NO. Z/1 & Z/83, DAHEJ SEZ PART I, |
|-------------------|--|



|                               |  |
|-------------------------------|--|
|                               | TAL, VAGRA, BHARUCH<br>DAHEJ-392130 GUJARAT. |
| On behalf of SERVICE PROVIDER |  |

Communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted 3 (three) working days after posting, and if sent by fax transmission/ scanned copies sent through e-mail to the designated representative of OPaL, at the date of transmission.



**LEGAL AND STATUTORY COMPLIANCES WITH GUIDELINES REGARDING COMPLIANCE OF LABOUR LAWS FOR THE SERVICE PROVIDER**

The SERVICE PROVIDER shall be fully responsible for total compliance with all the applicable labour laws, its provisions, its amendments and any other laws enacted, made applicable implemented and enforces time to time by Government (Central and State) including safety & security regulations without any resistance.

The brief outline for statutory compliance followed at OPaL but not limited to other provision and rule under various act are described below: Any changes occurs will be informed accordingly.

**1.0 Employees Provident Fund & Miscellaneous Provisions Act, 1952**

- 1.1 The SERVICE PROVIDER represents that he has its own registration Number under the Provident Fund & Miscellaneous Provisions Act, 1952 and ESI Act, 1948 pursuant to which it makes contributions with respect to its employees, and that it will continue to make contributions in respect of those of its employees who are deputed to the Locations for and/or in connection with the provisions of Services pursuant hereto.
- 1.2 The SERVICE PROVIDER shall duly and faithfully pay and contribute to the Account and Code No. allotted to the SERVICE PROVIDER all contributions towards provident fund, pension and ESI as required to be paid and contributed under the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 and the Scheme(s) framed there under and/or Employees' State Insurance Act, 1948 and rules and / or scheme framed there under. In addition SERVICE PROVIDER shall duly and faithfully pay to the applicable fund or scheme the gratuity/ group gratuity and Workmen's Compensation (where ESI Act is not applicable) contribution for his/his sub-SERVICE PROVIDER's employees deployed to render services.

| Statutory compliance |  |  |   |
|----------------------|--|--|---|
| Sr. No.              | Compliance                                       | Remark   | Time Line from start of Job   |
| 1                    | Provident fund of all employees to be deposited. | <ol style="list-style-type: none"> <li>1. PF Combine Challan</li> <li>2. ECR statement - In which members / employees wage details, deduction etc., should be mentioned (Mark Highlighted).</li> <li>3. TRRN Details</li> <li>4. PF Payment Acknowledgement receipt.</li> </ol><br><ol style="list-style-type: none"> <li>1. Form 2: nomination form to be maintained</li> </ol> | <ol style="list-style-type: none"> <li>1. Contribution to be remitted on or before 15<sup>th</sup> of every month of previous month and submit the said documents (Sr. No. 1 to 4) to OPaL on or before 17<sup>th</sup> of every month with other required monthly statutory documents (as per checklist).</li> </ol> |

**2.0 Contract Labour (Regulation & Abolition) Central Rules, 1971**



- 2.1 The SERVICE PROVIDER shall abide with the Contract Labour Regulation & Abolition Act on deploying of the personnel.
- 2.2 The SERVICE PROVIDER will obtain licence under Contract Labour (R&A) Act from the office of Regional Labour Commissioner, Vadodara and necessary approvals (if required) from the appropriate authority to produce the same before starting of the work.
- 2.3 The SERVICE PROVIDER shall apply to the Licensing Officer (to Regional Labour Commissioner, Vadodara) in Form II for renewal of the licence not less than Thirty (30) day before the date on which the licence expire and send the copy of application submitted , in-warded copy / RPAD acknowledgement receipt along renewal fees receipt to OPaL.
- 2.4 The SERVICE PROVIDER shall submit the required data to OPaL for filing Common Annual return as a Principal Employer before 10<sup>th</sup> of January each year during the working period.
- 2.5 The SERVICE PROVIDER send a notice of commencement and notice of completion of services in Form VII under Section 25 (2) (viii) of the Contract Labour (Regulation & Abolition) Central Rules, 1971 to the relevant Licensing authority within 15 days of commencement and completion of services.

| Statutory compliance (under CLA) |  |   |   |
|----------------------------------|--|---|---|
| Sr. No.                          | Compliance   | Remark  | Time Line from start of Job   |
| 1                                | Labour License   | <ol style="list-style-type: none"> <li>1 Application to be made for issuance of Form III from OPaL (If engaging 20 or more workers)</li> <li>2. Application to be made of obtaining license with Regional Labour Commissioner – Vadodara</li> <li>3. Submission of License</li> </ol> | <ol style="list-style-type: none"> <li>1 After issuance of N O A / S.O., OPaL will send the required documents details to the SERVICE PROVIDER.</li> <li>2 Before start of Job through "Shram Suvidha Portal".</li> <li>3 Within 15 day from Start of Job.</li> </ol> |
| 2                                | Register of workmen shall be updated on joining/leaving of new employee. | Form A shall be updated.  | After getting medical fitness & Police verification.  |
| 3                                | Employment Card issuance   | Issuance of Form XII (Employment Card) to workmen   | At the time of Joining of workmen.  |
| 4                                | Muster roll shall be maintained.   | Register in form No. D shall be updated every day.  | Daily as per prescribed format.   |
| 5                                | Wage Register  | Shall be maintained in form B.  | Submit to OPaL within the given time frame.   |



|   |                     |                                   |   |
|---|---------------------|-----------------------------------|---|
| 6 | Wages Slip          | Form no XIX duly signed by worker | Every month at least before 1 day of disbursement of wages. |
| 7 | Service Certificate | Form no VIII                      | On last day of work.  |

### 3.0 Minimum Wages Act, 1948

- 3.1 The SERVICE PROVIDER shall abide to the payment of applicable minimum wages to the personnel as per area / class of city; with wages whichever is higher among the Gujarat Minimum Wages or Central minimum wages. In addition to it, the SERVICE PROVIDER shall comply with any increase in the minimum wages applicable and pay to his personnel with arrears on pro rata basis. The payments to their personnel by the SERVICE PROVIDER must include the below minimum but not limited to other/additional applicable statute/law/enactment:

Note: For Security minimum wages declared by Director General of Resettlement time to time will be applicable in case of deployment of Ex- Servicemen staff.

- 3.2 Central / State Government issues a notification revising the minimum wages in respect of certain categories of employees on normally half yearly basis i.e. in April and October or as and when notified by Government time to time. Such increase/decrease affected by the Govt. notification will be payable / recoverable in respect of employees engaged by the SERVICE PROVIDER.
- 3.3 Further, the rates of wages payable to the contract labour should not be less than minimum rates of wages as category fixed under the minimum wages act 1948.
- 3.4 Following components required to be paid monthly along with the wages as per act:
- Minimum Wages (MW) i.e. applicable Basic plus VDA - *Higher among Central / State rates.*
  - Provident Fund @ 13.16 % of MW as per The Provident Fund
  - Bonus (monthly) @ 8.33% of MW per day as per The Payment of Bonus Act, 1965
  - Leave Wages (monthly) @ 5% of MW per day as per The Factories Act, 1947
  - Gratuity (monthly) @ 4.81% of MW as per The Payment of Gratuity Act, 1972
  - Maternity Benefits as per The Maternity Benefit Act

### 4.0 Payment of Wages Act, 1926

- 4.1 The Service provided shall Consider Definition of "Wages" as per Section 2(vi) of The Payment of Wages Act, 1936, Section 2(h) of The Minimum Wages Act, 1948 and Definition of "Wages" as per Section 2 (r) of The Industrial Dispute Act, 1947 and bound to comply with the same.
- 4.2 The SERVICE PROVIDER shall ensure payment of wages to its personnel well in time (on or before 7th of every month / respective wage period as applicable under The Payment of Wages Act, 1936) by Bank Transfer / Account Payee Cheque; irrespective of whether the submitted invoices / bills by The SERVICE PROVIDER to OPaL are disbursed or not. Also, the SERVICE PROVIDER shall be providing Wage slips / payment slips to all its personnel along with disbursement of wages.
- 4.3 If the SERVICE PROVIDER shall commit a default in the timely payment of salary or wages to his employees assigned to provide Service(s) to OPaL under the Contract, or if the SERVICE PROVIDER shall commit any other breach of its obligations as the immediate employer under any applicable labour laws, for which default or breach OPaL is liable as the principal employer or otherwise to pay the wages or make good the default or breach, OPaL shall be entitled to recover from the SERVICE PROVIDER by deduction of payment for the amount spent by OPaL against the invoice(s) of the SERVICE PROVIDER or from the Security Deposit / Performance Bank Guarantee with respect to such default or breach. In addition to such recovery from the SERVICE PROVIDER any amount paid or expended by OPaL to make good for such default or breach, and without prejudice to any other



right or remedy that OPaL may have the right to terminate the Agreement.

- 4.4 In case of cease of services of workmen on account of resignation, termination, closing of contract, absconding for services, all the statutory dues payment (full and final settlement) shall be paid within 2 working day from the day of cease of services through Bank and record shall be preserved till end of contract. In case of absconding worker all the statutory dues payment (full and final settlement) shall be paid within 2 working day from the day of cease of services and payment of full and final amount shall be deposited in the person bank account and intimation for the same shall be send to his permanent address through register post.

- 4.5 Full and Final settlement along with bank payment proof is must to be presented before HR department of OPaL at the time of cancellation of entry pass.

| Statutory compliance |                  |  |   |
|----------------------|------------------|--|---|
| Sr. No.              | Compliance       | Remark   | Time Line from start of Job   |
| 1.                   | Payment of wages | <ol style="list-style-type: none"><li>1. Wages intimation shall be given to OPaL as per Annexure IV.</li><li>2. On or before 7th of every month through Bank Transfer / Account Payee Cheque.</li><li>3. Bank Statement (Bank Ledger) to be submitted along with other required monthly statutory documents (as per checklist mentioned in clause 16.15)</li></ol> | <ol style="list-style-type: none"><li>1. 28<sup>th</sup> of the wage month.</li><li>2. Wages Register (Form B) shall be verified with OPaL by 4<sup>th</sup> of every month.</li><li>3. Point no 1 ,2 &amp; 3 shall be attached with monthly Compliance documents</li></ol> |

#### 5.0 Employee Compensation Act, 1923 / ESI Act, 1948

- 5.1 The SERVICE PROVIDER will obtain adequate insurance policy from the first day of work in respect of his / her workmen to be engaged for the work towards meeting the liability of compensation arising out of injury / disablement at work.
- 5.2 The SERVICE PROVIDER shall in the event of any of his / her workman / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation if any, required under the Workmen's Compensation Act,1923 / ESI Act,1948.
- 5.3 The SERVICE PROVIDER will be responsible for any compensation to their Workmen for any injuries caused to the workmen under Employees Compensation Act 1923. The SERVICE PROVIDER will be responsible for and pay the expenses for providing medical treatment to any workmen who may suffer any bodily injury as a result of any accident. The SERVICE PROVIDER will be liable for all payments to their staff, labourers and workmen employed for the performance or carrying of the said work and the OPAL will in no event be liable or responsible for any payment and the SERVICE PROVIDER will keep the OPAL indemnified against the same and from all proceedings in respect thereof.



## 6.0 Interstate Migrant Workmen Act, 1979

- 6.1 The SERVICE PROVIDER shall abide to the Interstate Migrant Workmen Act 1979 **(if employ 5 or more interstate worker)** and should be having the license under the statue. In case of the SERVICE PROVIDER is intending to engage 5 or more interstate migrant worker, the SERVICE PROVIDER shall apply for obtaining license ("Shram Suvidha Portal") immediately on issuance of NOA. Requisite license to be obtained within 15 days of the award of the contract / NOA.
- 6.2 The SERVICE PROVIDER shall apply to the Licensing Officer (to Regional Labour Commissioner, Vadodara) in Form IX for renewal of the licence not less than Thirty (30) day before the date on which the licence expire and send the copy of application submitted , in-warded copy / RPAD acknowledgement receipt along renewal fees receipt to OPaL.

## 7.0 The Factories Act, 1948

- 7.1 The SERVICE PROVIDER will comply with all the Provisions of The Factories Act, 1948 and The Gujarat Factories Rule, 1963 w.r.t to Health, Safety, Welfare, Working Hours, and Employment conditions etc. of Workmen.

| Statutory compliance |  |   |                             |
|----------------------|--|---|-----------------------------|
| Sr. No.              | Compliance   | Remark  | Time Line from start of Job |
| 1                    | Compliance w.r.t to Health, Safety and Welfare of Workmen  | As per the Act.   |                             |
| 2                    | Working Hours  |   |                             |
| 3                    | Weekly off   |   |                             |
| 4                    | Overtime <b>(at double rate of prevailing Basic Wages and Special Allowance on hourly basis)</b> |   |                             |
| 5                    | Leave to employees   |   |                             |
| 6                    | I D Card   | Entry in Form 36 (I D Card Register) as per Factories Act | On the day of Joining       |

## 8.0 The Equal Remuneration Act, 1976

- 8.1 No SERVICE PROVIDER shall pay to any worker, employed by him in an establishment or employment, remuneration, whether payable by whatever means, at rates less favourable than those at which remuneration is paid by him to the worker of the opposite sex in such establishment or employment for performing the same work of a similar nature.

## 9.0 The Building and Other Construction Workers' (Regulation of Employment and Conditions of Services) Central Rules, 1998



- 9.1 The SERVICE PROVIDER/Services provider shall obtain registration under The Building and other Construction workers (Regulation of Employment and conditions of services) Act, 1996 if he is engaged in Building and Construction work and employ 10 or more building workers in any building or other construction work. The SERVICE PROVIDER shall apply for obtaining Registration ("Shram Suvidha Portal") immediately on issuance of NOA and Copy of Application along with Fees payment (Demand Draft) to be submitted to OPaL. "Certification of Registration" to be obtained within 15 days of the award of the contract / NOA and shall be submitted to OPaL before starting of Work.
- 9.2 The SERVICE PROVIDER has to comply with all the provision of the act/rules w.r.t Registration of Building Workers as Beneficiaries, Contribution remittance, Hours of Work, Welfare measure and other conditions of services of building workers, Safety and health measures and other special and miscellaneous provisions as per the act.

#### **10.0 The Child Labour (Prohibition and Regulation) Act, 1986**

- 10.1 The SERVICE PROVIDER/Services provider shall ensure that no labour who have attended 18 years of age are engaged as a worker to work in a Factory.
- 10.2 It will be the sole responsibility of SERVICE PROVIDER to verify the Birth proof or documents which indicate the attainment of the required age to work at OPaL. Obtaining of gate pass with fraudulent document and its legal implication will be the sole responsibility of SERVICE PROVIDER/ SERVICE PROVIDER. OPaL at no case will be responsible for any contravention on the part of SERVICE PROVIDER/ Services provider.

#### **11.0 The Payment of Gratuity Act, 1972**

- 11.1 The SERVICE PROVIDER shall be responsible for complying with all the provision under The Payment of Gratuity Act 1972.

| Statutory compliance |                     |                           |                             |
|----------------------|---------------------|---------------------------|-----------------------------|
| Sr. No.              | Compliance          | Remark                    | Time Line from start of Job |
| 1                    | Payment of Gratuity | 1. Form F Nomination form | 1. On the day of Joining.   |

#### **12.0 The Payment of Bonus Act, 1965**

- 12.1 The SERVICE PROVIDER shall be responsible for complying with all the provision under The Payment of Bonus Act 1965.

| Statutory compliance |                  |  |  |
|----------------------|------------------|--|--|
| Sr. No.              | Compliance       | Remark   | Time Line from start of Job                                |
| 1                    | Payment of Bonus | 1. Form C: Bonus register to be maintained<br>3 Form D : Annual return | 1 To be submitted Annually.<br>2 To be submitted Annually. |



**13.0 The Employment Exchange (Compulsory notification of Vacancies) Act, 1959**

13.1 The SERVICE PROVIDER shall be responsible for complying with all the provision under The Employment Exchange Act 1965.

You will maintain the ratio of 85% of Local employment for your workmen deputed at OPaL

Submit Quarterly return - ER-1 and Half yearly - ER-2

Compulsory notify the vacancies arise during the contract period to Local Employment office.

**14.0 The Gujarat State Tax on Professions, Trades, callings and employment rules, 1976**

14.1 The SERVICE PROVIDER shall be responsible for complying with all the provision under The Gujarat State Tax on Professions, Trades, callings and employment rules, 1976.

14.2 The SERVICE PROVIDER shall obtain registration under the said act for his/her firm at Suva or Ambetha Gram panchayat for depositing Professional Tax of his firm and the worker deputed.

14.3 Registration number shall be submitted to OPaL

14.4 Applicable professional tax shall be deducted as per salary slab from workmen and shall be deposited at the above mentioned gram panchayat where registration is obtained. Photocopy of receipt for deposit of P Tax shall be attached with the compliance documents.

14.5 SERVICE PROVIDER has to deposit Professional Tax for his firm in the month of April every year at Gram Panchayat as per applicability.

**15.0 The Labour Welfare Fund (Gujarat) Rules, 1962**

15.1 The SERVICE PROVIDER shall be responsible for complying with all the provision under The Labour Welfare Fund (Gujarat) Rules, 1962

| Statutory compliance |                     |  |  |
|----------------------|---------------------|--|--|
| Sr. No.              | Compliance          | Remark   | Time Line from start of Job  |
| 1                    | Labour Welfare Fund | <ol style="list-style-type: none"><li>To be Paid half yearly to Gujarat Labour Welfare Board<ol style="list-style-type: none"><li>Jan – Jun</li><li>Jul – Dec</li></ol></li><li>Employee Contribution – Rs. 6/- Employer Contribution – Rs. 12/-</li></ol> | <ol style="list-style-type: none"><li>To Gujarat Labour Welfare Board<ol style="list-style-type: none"><li>Before 10<sup>th</sup> of July</li><li>Before 10<sup>th</sup> of Jan</li></ol></li><li>Remittance receipt to be submitted with OPaL along with Compliance Documents</li></ol> |

**16.0 The Industrial Dispute Act, 1948**

16.1 SERVICE PROVIDER shall be fully responsible of his and his subcontractor's (if any) personnel deployed at OPaL locations. In no case, OPaL shall have any employer-employee relationship under

any applicable labour laws from time to time with SERVICE PROVIDER and SERVICE PROVIDER's representatives.

- 16.2 The SERVICE PROVIDER shall ensure that no labour unrest like protest, strike, obstruction etc. Created by their employees in any manner by whatsoever reason.
- 16.3 The SERVICE PROVIDER shall be responsible for settlement of all dispute arising out of Employment of their deputed staff with OPaL under various applicable Labour Laws and other applicable laws and its amendment / implementation time to time.
- 16.4 The SERVICE PROVIDER shall be responsible for following the process and settlement of any dispute arising out of any action from SERVICE PROVIDER like Layoff, Lockout, Closure of Firm, Retrenchment of Workmen, Termination of Service of employer, Change in the Condition of Service (Forth Schedule of The ID Act, 1948) etc. and its legal implication as per statue.
- 16.5 The SERVICE PROVIDER shall be responsible not limited to clause 16.1 to 16.4 for adhering to all Provisions of the Act The Industrial Dispute Act, 1948 and rule made under.

#### **17 Others**

- 17.2 The SERVICE PROVIDER after issuance of NOA shall submit following documents before starting of the job.

| Sr. No. | Document Name                   |
|---------|---------------------------------|
| 1.      | Annexure 1                      |
| 2.      | Work Order / NOA issued by OPaL |
| 3       | PF Number Allotment letter      |
| 4.      | Workmen Compensation Policy     |

- 17.3 If the clause of S.O/ Tender documents permits to sublet the work for execution of Contract, the SERVICE PROVIDER shall ensure that following documents are submitted of the Sub Contractor engaged to OPaL HR before deployment of Personnel.

| Sr. No. | Document Name   |
|---------|---|
| 1.      | Annexure 2 - Undertaking for engagement of Sub Contractor               |
| 2.      | Annexure 3 – On SERVICE PROVIDER letter head duly signed by EIC of OPaL |
| 3.      | Work Order / NOA issued by SERVICE PROVIDER to Sub Contractor           |
| 4       | PF Number Allotment letter of Sub Contractor                            |





|    |   |
|----|---|
| 5. | Workmen Compensation Policy of Sub Contractor       |
| 6. | Indemnity Bond on Rs. 300/- Stamp Paper – Notarized |

- 17.4 The SERVICE PROVIDER shall issue to each and every workmen deputed at OPaL "Appointment Letter" clearly mentioning each and every terms and condition (expressed or implied) of his employment with SERVICE PROVIDER and retain the signed copy of "Appointment letter" as an agreement for accepting the terms and condition of employment and produce before OPaL on demand.
- 17.5 The Motor Vehicle Act, 1988 and The Motor Transport Worker Act, 1961 shall be applicable if the SERVICE PROVIDER is engaging / hiring a Vehicle for transportation of man and material (either directly or through any transport agency) for OPaL.
- 17.6 The SERVICE PROVIDER (including its engaged Sub Contractor) to whom work order is issued will be held responsible in case of any non-compliance with respect to law of land.
- 17.7 The SERVICE PROVIDER will be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of any statutory provisions / obligations. The SERVICE PROVIDER will be responsible for making records pertaining to payment of wages and for depositing the PF & ESI contributions with concerned authorities. The SERVICE PROVIDER will be responsible to keep a register for payment of wages to its employees and will make payments in the presence of Officer in charge or his representative or through Bank account transfer. The officer in charge can check the records pertaining to applicable Act at any time
- 17.8 The SERVICE PROVIDER will be responsible for keeping the records under various applicable labour laws within premises/ within the radius of 3 km from the premises and shall present as an when required before the Company officials / Concern Government authorities for inspection/s.
- 17.9 The SERVICE PROVIDER will bind himself / themselves, executors or administrators and will indemnify, the OPAL, in respect of this contract, including all of its claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the OPAL or any of its members, officers, employees for reason of or consequent upon any break or default on the part of the SERVICE PROVIDER in respect of violation of any of the provisions Law/Act rules or regulations having the force of law or if any award of decision by any competent Tribunal, Court or authority in respect of the workmen or any one employed/engaged by the SERVICE PROVIDER/sub-SERVICE PROVIDER in connection with this contract.
- 17.10 The SERVICE PROVIDER, at his own cost, shall provide all amenities / facilities for welfare of his workers as required under the provisions of the Contract Labour (R&A) Act, Interstate Migrant Workers, BOCW Act, Factory Act or any such other applicable Act wherever not available or provided by the company.
- 17.11 The SERVICE PROVIDER shall ensure that his personnel are given with minimum number of paid national holiday as per applicable statutory provisions in law viz. the Republic Day, Independence Day and Mahatma Gandhi's Birthday, etc.
- 17.12 The SERVICE PROVIDER will be responsible for all the claims of his employees.
- 17.13 If OPaL received any Grievance from the deployed staff/ workmen of SERVICES PROVIDER, the Grievance shall be redressed and settled within 48 hours. The redressed Grievances shall be acknowledge in writing to OPaL.
- 17.14 OPaL being Principal Employer reserve the right to verify and cross check with deputed staff/workmen of SERVICE PROVIDER with respect to proper discharge of liabilities (i.e Monetary and well as Non – Monetary) under various act and terms and condition of appointment letter.
- 17.15 The Services Provider shall maintain a Notice Board at the Conspicuous place of work in which he

has to display notices in English / Hindi / Local Language as per below

- i. Abstract as per various applicable Act in English/ Hindi /Local Language
- ii. Notice (Acknowledge copy from OPaL HR) Showing the Wages period , place and time of disbursement of Wages
- iii. Notice showing Nature of work performed , Hours of Work, Rate of Wages, Date of Payment of Wages, Name and Address of inspector having jurisdiction, and date of payment

- 17.16 The SERVICE PROVIDER shall pay and provide to SERVICE PROVIDER'S personnel representatives deployed at the Location(s) in connection and/or in relation to the Services, wages and other legal and mutually agreed benefits (whether expressed verbally or written way) as are required to be paid or provided under the Act, other applicable laws and as per mutual agreement.
- 17.17 The SERVICE PROVIDER shall at no case can change the conditions of service, applicable to any of its workmen unless he follows Section 9A of The Industrial Dispute Act, 1947.
- 17.18 The SERVICE PROVIDER shall be responsible for submission of full and final settlement along with bank payment proof of all his workmen engaged at OPaL during the period of Contract with closing documents.
- 17.19 The SERVICE PROVIDER at his own expenses shall comply with all the Labour Laws/ industrial Laws and all such laws and rules made there under, as well as the other Government Orders, and shall keep the company indemnified by executing an indemnity Bond in respect of all compliance obligations for the complete period of the services agreement as well as also against any liability arising out of non- compliance made by the SERVICES PROVIDER even after the completion of the agreement.
- 17.20 In case of any Epidemic / Pandemic situation arise during the period of Contract, the SERVICE PROVIDER shall be responsible for following all the advisories, instructions and order issued by Government (Central/State) and Local administration time to time without any resistance and excuses.
- 17.21 During the tenure of this Service Agreement, nothing shall be done by the Service provider in Contravention of any law, Act and/ or Rules/ Regulation thereunder or any amendment thereof.
- 17.22 OPaL shall have what-so-ever reason no liability to pay or settle any issues, claim or recoveries raised by directors, officers, consultants, agents and Contractors of services provider. Service Provider will indemnify OPaL against any such claims or recoveries during the tenure of said service agreement and even subsequent to termination/ expiry of the Service Agreement.
- 17.23 The SERVICE PROVIDER (and for its Sub – Contractor, if engaged) shall be responsible to submit the required closing document at the time of submission of last bill. Before completion of job, OPaL concern department will share to you required closing documents/formats as mentioned below. Last invoice will be released only after submission of closing documents satisfactorily

| Sr. No | Document No. | Name of Documents   |
|--------|--------------|---|
| 1.     | Doc No 1     | Indemnity Bond (On Rs. 300 Stamp – Paper duly Notarized) signed by Proprietor/ Partner/ Director/ MD/ Chairman  |
| 2.     | Doc No 2     | Work Completion Certificate (On letter head of Services Provider)   |
| 3.     | Doc No 3     | No Dues Certificate against outstanding dues for the above mentioned work (On Letter head of Services provider) |



|    |           |   |
|----|-----------|---|
| 4. | Form VII  | Notice for Completion of Work (On Letter head of Services provider)                             |
| 5. | Form VIII | Service Certificate acknowledge copy ( To be issued to Workmen deputed at OPaL on letter head ) |
| 6. | Doc No 10 | Self-Certified Certificate (On letter head of SERVICE PROVIDER)                                 |
| 7. | F&F Set   | Full and Final Settlement – With Bank payment proof of each and every workmen                   |

**17.24** If SERVICE PROVIDER receives any notices / letters / summons etc. from the government offices, then it is the SERVICE PROVIDER responsibility to submit the clearance certificate or NOC from the concerned authority to the OPaL within the stipulated time period.

**17.25** OPaL may ask for any data from the SERVICE PROVIDER with respect to the period of work with OPaL. The SERVICE PROVIDER shall be bound to provide the required data to OPaL within stipulated time period without any excuse.

**17.26** **If other clause of work order permits you to sublet the work then all the above-mentioned clauses with respect to Labour Laws compliance are also applicable on Sub Contractor engaged by the SERVICE PROVIDER. It will be the responsibility of SERVICE PROVIDER to ensure that, the sub-contractor engaged follows all the statutory norm without any discrepancies and non – compliance. Any discrepancies / Non – Compliance found on the part of engaged Sub – Contractor, then it will be treated as non-compliance by SERVICE PROVIDER (Main Contractor).**

**17.27** **Successful Bidder shall submit the monthly compliance documents (as per below mentioned checklist) on or before 17<sup>th</sup> of every month - After awarding the contract, Formats for register will be shared.**

| Checklist - Monthly Compliance Documents |  |                                  |   |
|--|--|----------------------------------|---|
| Sr. No                                   | Labour Laws  | Form No                          | Details   |
| 1  | Legal Compliance declaration form  | NA                               | NA  |
| 2  | The Contract Labour (R&A) Act,1970   | Form D                           | Attendance Register                                       |
|  |  | Form B                           | Register of Wages   |
|  |  | Form C                           | Register Loans and Recoveries register                    |
|  |  | Bank Ledger                      | Payment to be made in Bank and Bank Ledger to be attached |
| 3  | The Factories Act  | Form 19                          | Wage Slip (duly signed by worker)                         |
| 4  | The Gujarat State Tax on Professions, Trades, callings and employment rules,1976 | Form 5                           | Professional Tax details                                  |
|  |  | Receipt issued by Gram Panchayat | Professional Tax receipt                                  |



|   |      |   |                               |
|---|------|---|-------------------------------|
| 5 | EPFO | - | PF Combine Challan            |
|   |      |   | ECR Summary                   |
|   |      |   | TRRN Acknowledgement Copy     |
|   |      |   | TRRN Details/ Payment receipt |

- If any changes arise then OPaL will inform accordingly.
- Minimum wages notified time to time by Govt shall be adhere

Checklist - Returns (if applicable) to be filled during the year and part of compliance documents of respective month

| Sr. No |   | Form No       | Details   | Month of Attachment                          |
|--------|---|---------------|---|--|
| 1      | Contract Labour (Regulation & Abolition Act, 1970)                  | Annual Return | Single Online Common Annual Return under 9 Central Labour Acts has been made operational on Shram Suvidha Portal. | Before 31/01 (For Previous year)             |
| 2      | Employment Exchange (Compulsory notification of Vacancies Act ,1959 | ER - 1        | Quarterly Return  | March/June/Sept/Dec                          |
|        |   | CNV           | Local / Non Local details   |  |
| 3      | Payment of Bonus Act,1965   | Form C        | Register Showing amount due to each employee  | October                                      |
|        |   | Form D        | Annual Return - Bonus paid to employees for the accounting year ending on the                                     |  |
| 4      | The Factories Act, 1948   | -             | Leave with Wages payment register   | December                                     |
| 5      | The Labour Welfare fund (Gujarat) Rules ,Act,1962                   | Form 1A       | Half Yearly Return  | 10 <sup>th</sup> Jan & 10 <sup>th</sup> July |
| 6      | Data for filing Annual return by Principal Employer (OPaL)          | -             | Format will be shared   | Before 15 <sup>th</sup> of Jan               |



- 17.28 Since, Statutory Compliance clearance for particular month is linked with the Invoice clearance of respective month and taking into consideration the issues face by Contractors during initial mobilization of site w.r.t. deployment of sufficient manpower, materials, equipment, necessary registration for Professional Tax at Local Gram – Panchayat, opening of bank accounts and understand the invoicing and statutory compliance procedure of OPaL. OPaL in order to help the Contractor (only regular basis) to maintain their working capital during the Mobilization period, has established the process called "Ease of Doing Business" as per process mentioned below:
- 17.28.1. The initial 2 bills/invoices of the contractors shall be paid without submission of compliance documents subject to submission of undertaking (pls. refer below Sr. No. 17.28.4) that contractor will ensure timely payment of wages to deployed worker including statutory payments as per applicable laws (i.e Wages on or before 7<sup>th</sup> of the month, PF contribution remittance on or before 15<sup>th</sup> of the month, Professional Tax before 10<sup>th</sup> of the Month etc.)
- 17.28.2. The initial 2 bills / invoices to be submitted on or before 7<sup>th</sup> of the month by Contractor (For example – October / November month bill / invoice need to be submitted on or before 7<sup>th</sup> of the November / December month respectively).
- 17.28.3. However, while processing the 3<sup>rd</sup> bill/ invoice, submission & clearance of all compliances documents for first two months and current month (i.e. 3<sup>rd</sup> Month) is mandatory without which HR department will not be able to give clearance to Finance for payment of invoice.

Note: The above mentioned details about the compliance under various labour laws is not an exhaustive and complete list and it is subject to modification for any omission and commission for any point not included so far, due to changes in the act, law , rules or statutes and due to oversight.

However, the same will be applicable to SERVICE PROVIDER from time to time.

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#### **UNDERTAKING BY SERVICES PROVIDER**

I the undersigned \_\_\_\_\_ (Name of the Services Provider) has read all compliance requirement under various labour laws as mentioned above and I undertake to abide by the same and OPaL shall not be responsible for whatsoever any matter/ liability arising out the same.

Place:

Authorized Signatory:

Date:

Name:

Designation:

Seal:





**Sr. No. 17.28.4**

To,

Principal Employer

ONGC Petro additions Limited

SEZ- 1, Dahej, Taluka: Vagra,

District: Bharuch – 393001

Subject: Undertaking for assurance of timely payment of Wages and Statutory remittance

Dear Sir,

We have been awarded Contract for \_\_\_\_\_ (Job as per PO) vide Purchase Order No. \_\_\_\_\_ at OPaL. We have started our Job at OPaL from \_\_\_\_\_ (Date) with deputation \_\_\_\_\_ nos of Workmen. As per OPaL initiative, for "Ease of Doing Business", New Contractor has been granted liberty to raise his first 2 months invoice without submission of Statutory Compliance which are linked with the respective month invoice (subject to submission of bill / invoice on or before 7th of the next month. For Example, October / November month bill / invoice need to be submitted on or before 7th of the November / December month respectively).

As per OPaL guideline we have raised Invoice for the month of \_\_\_\_\_ on \_\_\_\_\_ (Date) which is in line with eligibility criteria to avail the granted liberty for New Contractors.

We hereby give undertaking that below mentioned Statutory Compliance will be Complied as per due date as mentioned in the appended table.

| Sr. No. | Compliance Discretion | Month | Due Date                       | Agreed Date for Compliance |
|---------|-----------------------|-------|--------------------------------|----------------------------|
| 1       | Wages Disbursement    |       | On or before 7th of the Month  |                            |
| 2       | PF Remittance         |       | On or before 15th of the Month |                            |
| 3       | Professional Tax      |       | On or before 15th of the month |                            |
| 4       | Labour Welfare Fund   |       | On or before 10th (Jul /       |                            |



|   |                                |  |                       |  |
|---|--------------------------------|--|-----------------------|--|
|   |                                |  | Jan)                  |  |
| 5 | Annual Return                  |  | On or before 15th Jan |  |
| 6 | 3rd Month Compliance Documents |  | 17th of 4th Month     |  |

We request you to please accept our invoice and process the same as per undertaking so that our Working Capital does not get disturb. We assure you that from 3rd Month all Statutory compliance will be submitted to OPaL on or before due date.

Thanking you,

Yours Faithfully,

Authorized Signatory



**SCOPE OF WORK**

OPaL is in process of exit from Dahej, SEZ. Hence, Filling of Bill of Entry (BoE) is required for Immovable Properties as on the date of exit. Hence, for the purpose of clearance of Immovable Property, BoE shall be required to be filed by OPaL on SEZ online portal through engagement of CHA. Further, while filling of BoE the mandatory fields such as, Material description, Quantity, UoM, has to be entered manually into the "DTA Sales Module" of the SEZ online Portal.

Following is the broad scope of work:

- 1) Valuation and Classification of components of Immovable Property like Bricks, Cement, TMT Bars, Other Material & Labour (Service).
- 2) Issue a Certificate for Immovable Property Valuation.



**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**1. Contract Period:** The duration of the contract is for **60 days** from the date of issuance of Service Order (SO)

**2. Payment Term**

- a) No advance payment will be made.
- b) 100% payment will be made within 30 calendar days from the date of receipt of clear & undisputed invoice/bill.

**3. Reimbursement of Out of Pocket Expense (OPE) at actual (Travel, Lodging & Boarding)**

Out of pocket expense will be reimbursed at actuals based on submission of documentary evidences.

- 1) Fare up to Economy class Air Ticket/ 2nd AC class Train Ticket will be reimbursed at actual on basis of supporting documents from anywhere in India to nearest Airport/ Railway Station from OPaL Vadodara/ Dahej Location.
- 2) Boarding and Lodging expenses shall be reimbursed at actual on basis of supporting documents up to 3-star accommodation.
- 3) Local conveyance shall be reimbursed at actual up to sedan category vehicle (Swift Dezire or equivalent) from base location.



