

TENDER NO. HEL/ANNUAL OVERHAULING/01 DATED 23.08.25

TENDER FOR MINOR OVERHAULING OF BOILER & ITS AUXILIARIES SET AT HALDIA ENERGY LIMITED

Haldia Energy Limited (hereinafter referred as “HEL”), a group company of the flagship RP- SG Group, developed a 2X300 MW Coal based Thermal Power station at Haldia, West Bengal to cater to the growing power demand in the city of Kolkata and its suburbs. The units began commercial operation from January 2015 onwards. The company is in a long-term power purchase agreement with CESC Limited, a power distribution licensee for the state capital and its suburbs.

HEL LIMITED invites Bids for Minor Overhauling Boiler & Its Auxiliaries of Unit 2

HEL invites Bids in following two parts from Bidders within the deadline mentioned in the clause #B below:

- Unpriced Techno-Commercial Bid
- Price Bid

A) BRIEF SCOPE OF WORK:

The overhauling job under this tender majorly covers the following:

- **MINOR OVERHAULING OF SHANGHAI ELECTRIC MAKE BOILER & ITS AUXILIARIES OF UNIT 2**

Detailed Scope of work as mentioned under Annexure I

B) CALENDAR OF EVENTS

(a)	Date of detailed bid documents available in website	23.08.2025
(b)	Last date of receipt of pre-bid queries (if any)	28.08.2025
(c)	Response of Prebid Queries	02.09.2025
(d)	Last date and time of receipt of both Technical-Commercial & Price Bids along with EMD	12.09.2025

C) DEVIATIONS FROM TENDER

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the Bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders and same shall be submitted as a part of the Technical Bid. Deviation sheet enclosed as per **Annexure-II**.

- Bids shall not be accepted after the deadline date and time.
- No alteration in the form of the Bid or in the amount or any addition in the form of special stipulation will be permitted. If corrections be needed while filling in the Bid, the same shall be made by the Bidder with his dated signature.
- All pages of the Bid papers and other accompanying documents shall be initialed at the lower right-hand corner with ink only and signed where required by the Bidder or any person holding Power of Attorney authorizing him to sign on behalf of the Bidder before submission of the Bid.
- Bid, which is incomplete, obscure, or irregular or only for a part of the schedule, is liable for rejection and decision of HEL in this regard is final and conclusive.

D) PRE-QUALIFICATION CRITERIA

Sr No	Parameter	HEL LIMITED Requirement	Documents to be submitted by Bidder
A	Technical Pre-Qualification Requirements		
1	Technical Experience	<ul style="list-style-type: none"> • The participating bidders should have minimum 5 Years of experience as per the scope of work in the tender with a similar/identical unit size of 250 MW or above. • The participating bidders shall have done at least 5 identical/similar overhauling jobs within the last 5/6 year in a Thermal Power Plant with a minimum capacity of 250 MW unit or above. 	Copy of work order / completion certificate

2	Technical Performance	Bidder should submit Performance Certificates or Repeat Order copies for at least two similar jobs	<p>Performance certificate and contact details of the client need to be submitted.</p> <p>In case the Bidder has a previous association with HEL or its group Companies for similar services, the performance feedback for that Bidder from HEL technical Team shall only be considered irrespective of performance certificates issued by any third organization.</p>
B	Financial Pre-Qualification Requirements		
1	Commercial Capability	<ul style="list-style-type: none"> The bidder should have Average Annual turnover of at least Rs. 10 Cr. for last 3 Financial Year (FY 21-22, FY 22-23 C FY 23-24.) 	PL & Balance sheet of last three FY along with Certificate of incorporation to be submitted
2	Commercial feasibility	<ul style="list-style-type: none"> Net worth shall be positive for last 3 years. 	<ul style="list-style-type: none"> Net worth statements duly certified by Chartered Accountant has to be submitted for last 3 years.
3	Statutory Requirement	<ul style="list-style-type: none"> The Bidder should possess the following: Valid EPF Registration Certificate. Valid ESI Registration Certificate. Valid GST Registration Certificate. Valid PAN No. 	Certificate/ registration copy of the same to be submitted

4	No Insolvency and No Bankruptcy	The Bidder has not been blacklisted/debarred by any central/state government institution / Electricity utilities and there are no pending proceedings against the Bidder under the Insolvency and Bankruptcy Code, 2016 ("IBC").	Undertaking for both the points as mentioned need to be submitted in this regard
5	No Litigation	The Bidder shall should not have any Litigation pending with the HEL or its Group / Associates Companies.	Undertaking for both the points as mentioned need to be submitted in this regard

E) EARNEST MONEY DEPOSIT

The bidders are required to furnish a Demand Draft / RTGS of **INR 2.20 Lakhs (INR Two Lakhs Twenty Thousand only)** from any scheduled bank as EMD, which is to be submitted at the address mentioned below.

EMD shall be forfeited if bidder withdraw the price after submission, declined to accept the Work Order at quoted/agreed rates and /or fails to start/execute the job after getting the Order.

EMD shall be converted to interest free Security Deposit for the successful bidder to whom Work Order is issued. The same shall be released after successful completion of the work & on submission of performance bank guarantee.

BIDS WITHOUT EMD WILL NOT BE ACCEPTED.

F) PROCESS OF SUBMISSION OF TENDER:

Bids shall be submitted in 2 (Two) parts:

1st Part: “TECHNICAL-COMMERCIAL UNPRICED BID” :

This part shall contain the techno-commercial particulars along with the following:

- i) A brief profile of the company stating the organizational pattern, Total manpower details, Office, and other facility etc.
- ii) Credentials of carrying out similar job at other places as per clause D along with Documentary evidence in support of qualifying criteria.
- iii) PF, ESI License details with validity date.
- iv) The audited balance sheets of last three (03) fiscal years
- v) Net worth statements duly certified by Chartered Accountant has to be submitted for last 3 years.
- vi) Duly signed & stamped Scope of Work (Annexure I)
- vii) No Deviation Certificate / Schedule of Deviations as per the Annexure II
- viii) Acceptance to Commercial Terms and Conditions as mentioned in the Tender.

Technical Bids to be mailed to ravish.agarwal@rpsg.in & krishanu.adhikari@rpsg.in

2nd Part: “PRICE BID” shall be submitted considering the **Scope of Work** as per Annexure-I. Any price related information/discussion at the time of technical evaluation shall lead to bid disqualification. All price related communications to be done with authorized procurement department member only.

Bid shall be submitted only after complete understanding the tender terms & conditions and undersigned may kindly be contacted in case of queries in relation to the current

tender. The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and HEL LIMITED, shall be written in the English Language only.

Price Bid documents should be duly submitted as per “Price Schedule-Annexure-III” attached only.

No deviations in the price schedule format provided shall be considered for evaluation.

Price Bid to be submitted in password protected format only to ravish.agarwal@rpsg.in & krishanu.adhikari@rpsg.in

Password shall be sought from technically qualified Bidders and the same to be mailed to tender.rpsg@rpsg.in only when asked from our end.

Bidder shall not mark any copies of the email containing the password to any of us.

“HEL/ANNUAL OVERHAULING/01 Dated 23.08.25 - TENDER FOR ANNUAL OVERHAULING OF BOILER & ITS AUXILIARIES AT HALDIA ENERGY LIMITED, HALDIA”

G) CONTACT INFORMATION

All the Bidders are requested to send their pre-bid queries (if any) against this tender through e-mail within the stipulated timelines. In case of any clarification, the Bidders may contact the following officials of HEL LIMITED:

For Queries:

Mr Ravish Agarwal

Manager (Contracts)

E-mail : ravish.agarwal@rpsg.in Mob: 9051222507

H) AWARD DECISION

HEL LIMITED shall award the contract to the successful Bidder based the all-inclusive cost quoted by Bidder as “PRICE SCHEDULE”. The decision to place purchase order/LOI solely depends on HEL LIMITED on the cost competitiveness across quality of service and Bidder's capacity, in addition to other factors that HEL LIMITED may deem relevant.

HEL LIMITED reserves all the rights to award the contract to one or more Bidders to meet the requirement or nullify the award decision without assigning any reason thereof.

In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and HEL LIMITED reserves the right to award other contractors who are found fit.

I) **VALIDITY OF BID**

Offer shall be valid for at least 120 days from the date of submission.

J) **CONFIDENTIALITY AND NON-DISCLOSURE:**

- a) In the event of a Contract with HEL LIMITED, Bidder shall agree (unless otherwise required by law) that it shall not disclose to any other person information classified as proprietary, sensitive, or confidential in nature.
- b) The obligations of confidentiality undertaken during the Contract shall continue for the term of the Contract and for a period of 1 (one) year following the completion of execution of the order.

K) **WAIVER**

The failure of either Party (HEL LIMITED/Bidder is herein referred as 'Party in singular or "Parties" to denote both HEL LIMITED & Bidder) to enforce at any time any of the provisions of this Contract, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part hereof, or the right of either Party thereafter to enforce each and every provision.

Waiver by either Party of any default, breach or non-performance hereunder shall not constitute nor be construed as a waiver of any succeeding default, breach, or non-performance, whether of the same type or kind as before or not.

L) **INSTRUCTION TO BIDDER:**

1. HEL LIMITED may at his discretion, extend deadline for submission.
2. Bidders are advised to study the bid document carefully. Submission of bids against the tender notice shall be deemed to have been done after careful study and examination of the procedure, terms and conditions stipulated in the bid documents with full understanding of its implications.
3. Before Submission of the Bid, the Bidder is advised to fully familiarize himself with the site conditions and job requirements etc.
4. Bidders shall be fully responsible for providing all equipment, materials, system, and services etc.

5. No deviation from the Technical Scope of work & terms and shall be acceptable unless permitted in writing by the Owner.
6. The Bid shall be prepared and submitted strictly in accordance with the instruction contained in these specifications and shall be complete in all respects. The interpolations, insertion, striking out and corrections made in the Bid offers should be duly initialed by the Bidder.
7. In case the Bidder does not supply any of the required information at the time of Bid, necessary loading may be made by the Owner at its sole discretion while evaluating the prices of his offer without giving any further opportunity to supply or clarify the same. The Bidders are notified that in case the required information is not furnished in the specified proforma/schedules attached with the specification, the Owner shall not be responsible for any error in the evaluation of their Bids on this account. Further, failure to comply with this requirement may result in the rejection of the Bid at the discretion of the Owner.
8. Bidder shall adhere to the relevant safety norms for undertaking construction as specified in the scope of work.

M) PRICE BASIS

Bidders are requested to provide total price along with the break-up detailing unit rates and quantities.

All Unit rates and amounts to be quoted mentioned in Annexure III - Price Schedule, shall remain **FIRM** including all taxes and duties, except GST **during the entire tenure of the contract period**. No other charges shall be payable extra beyond the above quoted rate.

In case of any statutory variation in the existing GST which is clearly indicated in price break up will only be considered with proper documentary evidence. However, any increase in existing GST rate, if applicable due to delay for reasons attributable to Vendor, shall have to be borne by Vendor.

N) PAYMENT TERMS:

Subject to any deduction that the Purchaser may have the right to make under the terms of the Purchase Order, Contractor shall be entitled to receive payment, as follows:

- **100% Payment will be made within 30 days after completion of jobs & submission of bills duly certified by Engineer In-charge along with Performance Bank Guarantee for 10% of the basic value of the contract, valid till the Guarantee Period.**

0) PERFORMANCE BANK GUARANTEE

- 1) Bidder shall furnish in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) along with final bills covering 10 % of the Total Contract value valid till end of the defect liability period plus 3 Months claim period.
- 2) The Bank Guarantee shall be established through any schedule bank acceptable to HEL LIMITED and the same is to be made available for all the purposes at the bank's branch in Kolkata.
- 3) We shall be entitled to realize from the aforesaid PBG any sum due from you in part or in full by invoking such PBG towards recovery of any loss or damage been suffered by HEL due to reasons attributable to you. In case of such part or full encashment of PBG, you shall replenish the same to its original amount in no case latter than 30 (thirty) days from date of such encashment failing which the same will be construed as breach of the terms of this work order.
- 4) The Performance Bank Guarantee shall be released and returned to Fusion after the expiry of the Defect Liability Period and after full settlement/reconciliation by MPSL of all recovery amounts (if any) due from Fusion. Fusion shall be liable to pay to MPSL such recoverable amounts or the same shall be deducted by MPSL from Fusion's bill(s) before release and return of the Performance Bank Guarantee to Fusion.
- 5) In case the Contractor is not able to provide Performance Guarantee, Security Deposit equivalent to the amount of the Performance Guarantee will be kept & deposited to Company. There will be no interest claim on the same. In case of termination of the Contract, the Security deposit will be refunded back to the Contractor within 30 days after settlement of account. In case of PBG, the PBG document will be released within 30 days after settlement of account.
- 6) The format of Performance Bank Guarantee shall be provided by the HEL LIMITED.

P) FORFEITURE OF PERFORMANCE GUARANTEE

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, Owner shall be entitled to recover such sum by in part or whole from the PBG / Security Deposit. In the event of the PBG / Security deposit being insufficient or if no other security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to Owner on demand any balance remaining due.

In the event of any material breach by the Contractor or any loss or damage suffered by Owner which in the opinion of Owner that the loss or damage has arisen due to reasons attributable to Contractor or in the event of the termination of the Contract for any such breach, the security deposit / PBG is liable to be forfeited. The decision of forfeiture by Owner shall be final and binding on the Contractor.

Q) DEFECT LIABILITY PERIOD (DLP)

The job completed shall be guaranteed for a period of 12 months from the date of completion of the work. You will be liable against all defects or damages that are attributable to you due to bad workmanship / defective material. You shall rectify all such defects at free of cost on emergency basis. In case you fail to respond within a reasonable time, the job will be done from any other agency at your risk and cost.

In case of any boiler tube failure, at the zone where rectification job has been carried out by you during the overhauling, within 12 months from unit start-up (after overhauling), shall be rectified by you at free of cost.

R) LIQUIDATED DAMAGES

- a) In the event of completion of work in all respects is delayed beyond the completion time as mutually agreed & indicated in the Purchase Order, for reasons attributable to Contractor, Late Completion Penalty @ 1 %(One percent) of the basic price of the PO per day shall be deducted from the payable amount. However, the total Penalty thus deducted shall not exceed 10% (Ten percent) of the total order value (Excluding taxes & duties).
- b) HEL management may impose penalty clause for violation of safety norms depending on the level of non-compliance, as reported by HEL safety surveillance team or station engineers or supervisors, as per the guidelines mentioned in the “**Safety Consequence Management Policy**”.
- c) The following documents shall form the principal basis for consideration of extension of time for completion pursuant with or without Liquidated Damages and determining the compensation amount based on the following points:
 - i. The joint recordings in the periodic meeting register.
 - ii. Written notices issued by HEL LIMITED and / or the Engineer in Charge or his authorised representative to Contractor in the relevant period.
 - iii. Written requests/ notice by Contractor to HEL LIMITED/ Engineer in Charge in the relevant period.

S) TIME OF COMPLETION:

For Part A:

- The erection of all the tube elements shall be completed on **7th (Seventh) day from the work permit date of boiler outage.**
- The in-situ repairing job will have to completed, in all respects within **10 days from the work permit date.**

For Part B & C:

- The entire job as mentioned in Scope of Work shall be completed within 10 days from the date of issuance of work permit.

The job will be carried out in Unit # 2 tentatively in 3st week of November 2025.

The exact date of commencement of job will be notified 7 Days in Advance within which you shall be required to mobilise entire resources and commence the job.

T) PROGRESS JOB:

You shall submit Bar chart with time schedules for all activities to our Engineers as soon as you receive the order. During execution you shall submit daily progress status report to HEL for the entire activity in agreed format.

U) INSURANCE:

Contractor shall procure and maintain the following insurance in full force and effect at all times from the date of the Work Order until all work under the contract is complete:

- a) Workmen Compensation Insurance: As required by applicable laws, including employer's liability insurance for all employees of Contractor engaged in the works at Site.
- b) Automobile Liability: To provide coverage against claims by third parties in respect of bodily injury (including death) and property damage arising out of or in connection with the use of all owned, leased, non-owned and hired vehicles used for performance of the job herein.
- c) Contractor's Plant & Machinery Insurance: Where appropriate, Contractor shall insure against loss or damage to all Contractor's tools & tackles, erection, testing and commissioning equipment (whether at site, in transit to the site, or in storage awaiting shipment to site).
- d) All Statutory insurances and any other insurances that may be required for execution of the contract.
- e) Should there be any delay in execution of the contract, extension of the insurance policy shall be arranged by Contractor at his own cost till execution is complete.

f) Evidence of Insurance:

Contractor shall furnish to HEL with such evidence of the terms of each policy of insurance required and its continued maintenance, in the form of insurance certificates reasonable satisfactory to HEL. All such insurance certificates shall include, but not be limited to the type of insurance, the limits of insurance, the policy terms, the name(s) of the insurance company (or companies), the policy numbers and a list of the applicable endorsements as required.

V) LOCAL ISSUES:

Bidder should maintain good rapport with the local people during the work, so that the job can be completed smoothly. All the incidental expenses on account of any local issues are to be borne by the Bidder.

W) GATE PASS & SAFETY REQUIREMENT:

Bidder shall follow the standard safety guidelines provided by HEL LIMITED.

It is to be distinctly understood that Bidder shall have to strictly follow such guidelines during execution of their work as per Section IV enclosed.

X) STOPPAGE OF WORK:

If at any time the Owner decides to abandon or reduce the scope of work for **any** reason whatsoever the payment shall be made according to the reduced scope of work and the Bidder shall not be eligible for any claim regarding payment of compensation.

Y) GENERAL:

- 1) HEL shall not be responsible for misplacement or late receipt of Bid Documents.
- 2) Bid Documents are not transferable
- 3) HEL reserves the right to exclude and/or include any line item at later stages as per the requirement for completion and timely execution of the scope of work. Hence bidders are requested to quote their best rate in each line item.
- 4) HEL reserves the right to conduct the reverse auction and/or negotiation for the products/ services being asked for in the tender.
- 5) HEL reserves the right to cancel or withdraw the bidding process at any time during the process without assigning any reasons and shall bear no liability consequent upon such a decision.
- 6) In the event of any ambiguity / conflict / discrepancy / inconsistency / repugnance in any clause amongst Tender, Scope of Work, SCC , GCC; the said clause or terms shall be interpreted as per precedence order of respective clause mentioned in the Tender, Scope of Work.

Z) DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE

In case Contractor's performance is delayed due to any act of delay of work on the part of the Employer or his authorised representative, then Contractor shall be given appropriate

extension of time for completion of the works, to the extent such delay of work has caused delay in their performance. Regarding reasonableness or otherwise of the extension of time, the decision of Engineer in Charge shall be final.

If such delays by the Employer have resulted in any increase in the cost to Contractor, they shall be eligible to claim reasonable costs as Mobilisation and Demobilisation costs supported by full price break up and details of such increased costs incurred by Contractor with all documentary evidence. The Employer shall examine the justification for such a request for claim and if satisfied in all respects, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such occurrence.

AA) MEDICAL FACILITIES

You shall provide necessary first-aid facilities for all your employees, representatives and workmen working at the Site. Enough number of your personnel shall be trained in administering first aid.

BB) RESPONSIBILITIES:

You shall be responsible inter-alia for the following:

- You are entirely responsible for satisfactory execution of the work under this contract. Any preliminary approval which the HEL LIMITED has given in respect of the work or workmanship involved in the contract shall not bind HEL LIMITED and shall not be considered relieving you of your responsibilities for satisfactory execution of the work.
- You shall employ skilled workmen, experienced supervisors and necessary tools & tackles, in sufficient numbers to maintain the progress of the work as per schedule and to step up any activity as and when required and directed by the HEL LIMITED's Engineer.
- You shall observe and comply with all statutory regulations of Central/State Government or regulations of any other authorities applicable in the locality in respect of labour/tools & tackles engaged by him for the purpose of execution of the contractual obligation under this Contract.
- You shall indemnify HEL LIMITED against any payments to be made under and for observance of any of the statutory regulations. HEL LIMITED shall have the power to recover from you any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the rules and regulations for the benefit of workers or non-payment of wages or of deductions made from his / her or their wages which are not justified.
- You shall arrange all labour, all required handling equipment, plant/machinery, tools & tackles and other instrument and set out the works true to the drawings

and Quality Manual of the HEL LIMITED and shall be responsible for accuracy of the same.

- You shall not, at any time, do any work at site which may cause inconvenience to HEL LIMITED or hamper the activities of HEL LIMITED. You shall always take sufficient precautions to avoid any damage to these existing installation/structures.
- You shall at all times exercise abundant precautions for the safety of your men/women and public and comply with all applicable provisions of the safety laws drawn up by HEL LIMITED, state or Central Government and other authorities of India. You shall at all times indemnify the HEL LIMITED against all claims and disputes arising out of death or injury to his men / women or public or any employee of HEL LIMITED and / or any damage to HEL LIMITED's machinery or surrounding Assets in course of execution of contract work.
- Labour license, insurance, P.F. Registration & payment, ESI, third party insurance etc. shall be your responsibility till the entire work is completed and taken over by us.
- You shall post a permanent technical representative at site that will be authorized to take all instructions on your behalf. Immediately on receipt of the Purchase order/Contract, you shall nominate his representative in writing for the purpose of executing the Contract.
- The entire job shall be carried out as per the approved drawings / instruction of HEL LIMITED's Engineer/ Quality Manual.
- You shall provide requisite security guards to avoid damage to or loss of any materials supplied by us at site.
- Housekeeping at site should be maintain properly and housekeeping audit to be performed by your Supervisor and Audit report to be submitted to concerned Site In charge every after 15 days. All floors, staircase to be left in clean condition after end of each day's work. The cost of final site clearance is included in the above rates. All rubbish / garbage to be removed out of site before submission of final bill.
- Supervision & Monitoring: Full time competent supervisor must be provided during the progress of work.

CC) SUB CONTRACTS:

After the award of the Contract, Contractor shall not subcontract the Works / any part of the works without the prior written consent of the Engineer-in- Charge. Any such consent shall not relieve Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor. In the event Contractor proposes a sub-contractor for any part of the works after the award of the contract, he shall be required to take approval from the Engineer in Charge. Contractor shall then submit requisite credential of such agencies he proposes to engage. The details so submitted shall be reviewed by the Employer. In case the agency (ies) proposed by the Contractor for the purpose of subcontracting are not considered acceptable, the contractor will be required to furnish credentials of alternate agency (ies) for approval of Engineer in Charge. Based on the final review and assessment, the agency (ies) shall be approved by the Engineer in Charge within 15 days of furnishing of credentials by Contractor.

DD) OBLIGATIONS OF THE BIDDER:

- a) Bidders ought to be well acquainted and aware of the local conditions and factors through strict surveillance/monitoring, which may have any effect on rendering of services.
- b) Bidder shall have contingency backup of manpower and equipment as per exigencies.
- c) Besides conditions as mentioned above, Bidder shall undertake to appoint a nodal person for monitoring activities related to quality, safety, and time adherence of jobs. He would work as the co-coordinating person with HEL LIMITED.
- d) Bidder shall maintain proper documentation as required in the job scope and further advised by HEL LIMITED.
- e) They shall comply with all applicable labour Laws/ model standing orders and other statutory provisions as applicable and fully observe all safety Rules and Regulations. It shall be their responsibility to ensure all related safety measures.
- f) Bidder shall strictly adhere to all applicable environmental norms and avoid any violation of the same.
- g) Bidder shall be directed to disburse prevailing Minimum Wages, as in force and revised from time to time, in accordance with the Minimum Wages Act to all the guarding personnel.
- h) Bidder shall ensure actual payment given to the personnel on or before 10th every month and shall produce evidence of payment of wages, PF, ESI etc. Income tax and

other taxes, if any will be deducted from the bill as per applicable tax. The disbursement should be done in the presence of OCM and/ or uses C IR department of HEL LIMITED, if so desired. After making the payment the BIDDER will submit Payment Register as a proof thereof.

- i) Comprehensive & appropriate insurance policies must be arranged by Bidder in respect of all risks involved in execution of this Work Order, covering liabilities related to third party as well as Bidder's own staff and Bidder shall keep HEL LIMITED indemnified against all eventualities in the matter. Bidder will cover their employees under ESIC/ Medclaim/WC and for third party liabilities Bidder will take maximum one-month service charges liability; it would be decided after joint inquiry.
- j) Bidder is required to submit a copy of the valid Labour License, as per Contract Labour (R C A) Act, 1970.
- k) Bidder shall bear all incidental expenses.
- l) The Bidder shall be responsible for providing the requisite man-hours as detailed above on round-the- clock basis on all days or as specified. If the persons falling sick avail leave or remains absent appropriate replacement should be made immediately. If at any time additional man-hours are required, the same will be provided by the bidder for which payment will be made on pro-rate basis.
- m) The Bidder shall be responsible for providing the requisite man-hours as detailed above on round the clock basis on all days or as specified. If the person falling sick avail leave or remains absent appropriate replacement should be made immediately.

EE) INDEMNIFICATION

Bidder shall indemnify, defend, and hold harmless HEL LIMITED and all of their directors, officers, employees, agents and representatives, from and against any claim, demand, cause of action, liability, loss or expense arising:

- i. By reason of Bidder's and / or its Sub-vendor's (or their directors, employees etc.) failure to comply with any law, ordinance, regulation, rule, or order, or with the Contract. This includes, but is not limited to, fines or penalties by government authorities and claims arising from bidder's / Sub-vendor's failure to pay taxes, wages and alike.
- ii. HEL LIMITED shall be entitled to retain from payments otherwise due to bidder such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within bidder 's indemnity obligations under this Clause, until

such claims suits or liens have been settled and satisfactory evidence to that effect has been substantiated to HEL LIMITED.

FF) RISK PURCHASE:

In case of default or failure by the Bidder to carry out any supplies, work, replace and/or rectify any defective item of work despite follow up by HEL LIMITED, HEL LIMITED may employ and pay other persons or agencies to carry out the so referred supplies / works and all actual additional costs (over and above the agreed Contract issued to the first Bidder) which HEL LIMITED will incur / will have to incur in order to get the supply or job executed plus 20% of the additional costs for referred supplies / works towards HEL LIMITED's administrative charges and expenses thereof, consequent thereon and incidental thereto shall be to the account of the Bidder and such costs and expenses etc. shall be recovered from the Bidder's Performance Bank Guarantee/pending payments etc.

GG) GRAFTS AND COMMISSION:

Any graft, commission, gift or advantage given, promised or offered by or on behalf of bidder's or its partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to obtaining or to the execution of this or any other Contract with HEL LIMITED, shall, in addition to any criminal liability which it may incur, subject to the cancellation of this and all other Contracts and also to payment of any loss or damage to HEL LIMITED resulting from any such cancellation. HEL LIMITED shall then be entitled to deduct the amounts so payable from any money otherwise due to bidder under the Contract.

HH) NO PARTNERSHIP OR AGENCY:

Nothing in the Contract shall be deemed to constitute a joint venture or partnership between the Parties and the Parties acknowledge and agree that a principal-to-principal relationship exists between the Parties.

II) FORCE MAJEURE

In the event of occurrence of any or all of the following events (Force Majeure events}, if the affected party is prevented from performing any or all of its obligations arising out of this work order, no adverse step shall be taken against the affected party by the other party, during subsistence of the event of Force Majeure: act of God namely fire, flood, epidemics, quarantine restrictions, war, hostility of public enemy, civil commotion, sabotage, explosions, strikes or severe labour unrest, earthquake and other events beyond the reasonable control of affected party.

The affected party shall forthwith, but in no case later than 24 hrs from the time of occurrence of any of the event of Force Majeure inform the other party indicating the

obligations that may be prevented to be performed for such event of Force Majeure and shall continue to serve notice in every 3 days during subsistence of such event of Force Majeure. The affected party shall forthwith inform the other party the cessation of the event of Force Majeure and resume performing such obligations which were so long prevented due to event of Force Majeure. The affected party shall take all reasonable steps to prevent and/or early cessation of the event of Force Majeure. The affected party shall, however, perform all other obligations which are not affected by the event of Force Majeure. If the event of Force Majeure continues for a period of 15 days, the parties may be at liberty to re-negotiate this work order.

JJ) TERMINATION OF CONTRACT:

HEL Limited reserves the right to terminate the contract immediately if the Contractor fails to meet agreed timelines, deliverables, or quality standards, or is found to be in breach of any contractual obligations. No compensation shall be payable beyond the value of work completed and accepted.

KK) DISPUTE RESOLUTION AND ARBITRATION:

The Contract shall be governed by and construed in accordance with the laws of India. In the event of any dispute or difference between the Parties arising out of the Contract including the interpretation of the terms thereof, the Parties shall attempt to resolve the dispute in good faith through senior level negotiations. In case any such dispute or difference is not amicably resolved within forty-five days of such referral, it shall be referred for arbitration to an arbitral tribunal comprising of a sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory amendment, modification or re-enactment thereof as may be in force at the material point of time of reference of the disputes. The sole Arbitrator shall adopt a fast-track procedure mandated under the provisions of the Act. The Arbitrator shall give a reasoned award which shall be binding upon the Parties. The place of arbitration shall be Kolkata, West Bengal and the language of the arbitration shall be English.

During settlement of disputes and pendency of the arbitration proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

LL) CONDUCT OF BIDDER'S STAFF

If any of the employees of the Bidder, in opinion of HEL LIMITED Officials, is guilty of any misconduct or incompetence or negligence, then if so directed by HEL LIMITED, the Bidder shall at once remove such employees and replace him by a qualified and competent substitute. The Bidder shall submit/intimate all records of the field staff to the nearest police station and acknowledgement thereof to HEL LIMITED, to avoid any mis-happenings.

The Id-card will be issued only after furnishing a list of persons duly acknowledged by the police station.

MM) COST OF REPAIRS

Loss or damage to the any equipment/material/structure/property of HEL LIMITED during the work due to negligence on the Bidder's part or its persons during the contract period is to be on Bidder's account.

NN) ELECTRICITY RULES AND REGISTRATION

All works shall be carried out in accordance with the latest provision of the Indian Electricity Act/Electricity Supply Act and Indian Electricity Rules made thereunder applicable in the State of West Bengal.

00) STATUTORY OBLIGATION

- a. You shall not employ for the purpose of the Work, any person below the age of 18 years. HEL LIMITED shall have the right to decide whether any person employed by you is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by you.
- b. The Bidder shall pay wages to his personnel, which shall comply those prescribed under the Payment of Wages Act 1936 and Minimum Wages Act, 1948, The Payment of Bonus Act 1965 etc. and subsequent amendments.
- c. The Bidder shall pay wages to his personnel without any deductions of any kind except those specified by the Central Government or as permissible under the Payment of Wages Act, 1936.
- d. The Bidder shall comply with all relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employees' State Insurance Act, 1948 (in ESI Implemented area), The Employees Compensation act 1923 (in non-ESI implemented area), Contract Labour (RCA) Act 1970, or any other applicable Act and the regulations made thereunder.
- e. The Bidder shall also be responsible for and shall pay full compensation to his personnel, payable against injury/accident on duty under the Workmen's Compensation Act, 1923 and amendments thereto without waiting for claim amount. Under no circumstances, HEL LIMITED shall be liable for any payment on such account to the Bidder's personnel. The Bidder shall keep HEL LIMITED indemnified against the same and from all proceedings in respect thereof.

- f. The Bidder is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, failing which an amount equivalent to employer's contribution and employee's subscription shall be deducted from each of Bidder's bill and deposited with the concerned authorities. The Bidder shall be solely responsible for any consequences arising out of breach of any legislation.
- g. In every case in which by virtue the provisions of Section 12 (1) of the Workmen Compensation Act, 1923, HEL LIMITED becomes obliged to pay compensation to a personnel engaged by the Bidder, HEL LIMITED shall recover from the Bidder the amount of compensation so paid, and without prejudice to the rights of HEL LIMITED under Section 12 (2) of the said Act, HEL LIMITED shall be at liberty to recover such amount or any part thereof by deducting the same from any sum due from HEL LIMITED to the Bidder whether under the concerned Contract or otherwise or as a debt payable by the Bidder.
- h. The Bidder shall comply with and must ensure that all its personnel shall comply with all applicable laws and ordinances and all orders, rules and regulations issued by the State of West Bengal from time to time. In the event of non-compliance, the Bidder shall take prompt corrective measures and shall keep HEL LIMITED indemnified against any loss that may arise against HEL LIMITED in this regard.
- i. For Generating Stations and elsewhere, declared as 'Prohibited Place' under the Official Secrets Act, 1923 strict security measures must be followed in accordance with our Security Instruction No.SR:226 dated 12.11.68, including its latest amendments, charges for which are deemed included in your quoted rates and our accepted amount.
- j. The Bidder shall ensure full compliance of above ('a' to 'i') and HEL LIMITED shall not be responsible for any violation of the above by the Bidder.

PP) PAYMENT OF MINIMUM WAGES:

Wages paid to the workmen by you should not be less than the rates notified by Commissioner of Labour, West Bengal from time to time OR guidelines / circulars issued by IEPL - NAGPUR, Maharashtra with regard to the minimum wages applicable to the respective category of workmen, whichever is more. Wages to the workmen should be paid on or before the 7th of the subsequent month. If 7th of any month falls on a holiday or weekly off day the payment should be made one day prior to that. Labour payment has to be made strictly as per the date mentioned above, irrespective of receipt of monthly progressive payment from HEL LIMITED. Payment of Provident Fund (PF) for the month, both HEL LIMITED and Employee's (in this case workmen employed by you) contributions should be

deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month and forwarded to the "Engineer".

If it is found that the wages and/or PF of the workers are not paid regularly, the Contract is liable to be terminated and/or the HEL LIMITED will pay and recover from you the said dues including penalty as per Law in the following manner:

- a) Payment of wages at rates less than those notified under the minimum wages notification An amount equivalent to the differential amount between wages to be paid under the minimum wages' notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the Engineer.
- b) Non-payment of wages
An amount equivalent to wages payable by you applicable for the relevant period shall be recovered from the bills as certified by the Engineer.
- c) Non-payment of PF
Recovery of the PF amount and an amount equivalent to maximum penalty livable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and HEL LIMITED's contributions), shall be recovered from your bills as certified by the Engineer.
- d) Delayed payment of PF
An amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & WB Act and Rules for delayed remittance of PF contributions (both the Employee's and HEL LIMITED's contributions), shall be recovered from your bills as certified by the Engineer.

The aforesaid amount shall be recoverable from the bills by us from any money due or which may become due under the Contract or any other Contract between you and HEL LIMITED or HEL LIMITED's Subsidiary units/Companies.

QQ) STATUTORY DOCUMENTS

- 1. **ESI related documents** (ESI coverage is to be done for employees having monthly gross wages up to 21000/-) - **please refer guideline as enclosed.**
 - a. In case of newly covered employees under ESI Scheme
 - i) Copy of Temporary Insurance Card duly signed by ESI Local Office Manager
 - ii) Two copies of Post card size family photograph
 - b. In case of ESI covered employees
 - i) Photocopy of Return of Contribution (Form V) - last submitted
 - ii) Photocopy of ESI Challan for the previous month

2. In case of **Non- ESI Covered employees (gross wages more than Rs. 21000 /-)**
 - i) Photocopy of WC (Workmen Compensation) Policy papers along with premium receipts
 - ii) Photocopy Mediclaim Policy papers along with accident coverage documents
3. PF related documents - please refer guideline as enclosed
 - i) In case of New Gate Pass: Documents related to Employer's PF Code No. to be submitted.
 - ii) In case of renewal of Gate Pass: Photo copy of monthly Challan of PF to be submitted.

RR) REPORTING OF ACCIDENTS:

You shall be responsible for the safety of all employees and/or workmen employed or engaged by him on and in connection with the work and shall report to HEL LIMITED and other local authorities concerned all cases of accidents howsoever caused and where ever occurring on the works. You shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents and any compensation required to be paid to any of your employees and / or workmen employed shall be responsibility of you only.

SS) WORKMAN'S COMPENSATION:

You shall at all times indemnify HEL LIMITED against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 or any other Law for the time being in force, while carrying out the Contract and against all costs and expenses incurred by HEL LIMITED in connection there with. Without prejudice to other means of recovery, the HEL LIMITED shall be entitled to deduct from any money due or to become due under the Contract or any other Contract between you and HEL LIMITED or HEL LIMITED's Subsidiary units/Companies, all moneys paid or payable by HEL LIMITED by way of compensation aforesaid or for costs or expenses in connection with any claim thereto. You shall abide by the decision of HEL LIMITED as to the sum payable by you under the provision of this clause.

TT) DEFAULT AT YOUR PART FOR NON-COMPLIANCE:

You shall give all notices and pay all fees required to be given or paid under any Central or State statute, Ordinance or other Law or any regulation or bye-Law of any local or other duly constituted authority in relation to the execution of the Work or of any temporary work and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the Work or any temporary work. The Contract shall be governed by the law for the time being in force in the Republic of India.

You shall conform in all respects with the provisions of any Statute, Ordinance or Laws as aforesaid and the rules, regulations or bye-Laws of any local or other duly constituted authority which may be applicable to the Work or to any temporary work and with such rules and regulations of public bodies as aforesaid and shall keep HEL LIMITED indemnified

against all penalties and liabilities of every kind for breach of any such Statute, Ordinance, Law, rule, regulation or bye-Law.

In case of default on the part of you in carrying out the order/orders the HEL LIMITED shall be entitled to employ and pay other persons to carry out the same and all expenses consequent there on or incidental thereto shall be borne by you and shall be recoverable from him by the HEL LIMITED or may be deducted by the HEL LIMITED from any moneys due or which may become due under the Contract or any other Contract between you and HEL LIMITED or HEL LIMITED's Subsidiary units/Companies.

You shall ensure that the provisions of relevant Statutory Rules and Regulations are implemented by him / her, his / her employees and sub-contractor employed by you.

UU) EXTENSION OF TIME FOR COMPLETION:

If you desire an extension of the time for completion of the work on the ground of unavoidably hindered in the work execution or on any other grounds for reasons purely attributable to HEL LIMITED, you shall apply for time extension, in writing, to HEL LIMITED within 7-days of the date of the hindrance on account of which you desire such extension, giving detail and full particulars supporting your claim. HEL LIMITED, at their sole discretion, may or may not allow such additional time as they consider fit and justified by the circumstances of the case.

However, you shall have no other claim whatsoever against HEL LIMITED such as revision of rates, price escalation, cost overrun or idle labour charges for the extended period of Contract and because of delay/disruption of Work in such cases.

HEL LIMITED shall not be liable towards any additional taxes, duties, etc. whatsoever arising out of such time extension.

Such time extension, if granted, shall be without prejudice to all the obligations of you under the Contract and further shall be without prejudice to HEL LIMITED of their rights as per the relevant provisions in the Contract.

VV) UNFAVOURABLE WORKING CONDITIONS:

You shall confine all his field operations to those works which can be performed without subjecting the materials to adverse effects, during inclement weather conditions, like monsoon, storms etc. and during other unfavourable construction conditions. No field activities shall be performed by you under condition, which might adversely affect the quality of work, unless special precaution of measures are taken by him in a proper and satisfactory manner in the performance of such works with the concurrence of HEL LIMITED. Such unfavourable construction conditions will in no way relieve you of his responsibility to perform the works as per the schedule.

WW) REPRESENTATIONS AND WARRANTIES:

- a. The Bidder shall represent and warrant HEL LIMITED that it possesses all licenses, permits, clearances, approvals registrations to operate and maintain the system as per scope.
- b. The Bidder shall represent and warrant HEL LIMITED that is has complied with all the eligibility criteria and conditions and further undertakes to comply and fulfil the resource requirements from time to time.
- c. The Bidder shall further undertake and assure HEL LIMITED that it shall utilize its complete skills, capacity and expertise towards successful job execution adhering to safety norms and environmental measures, to the complete satisfaction of HEL LIMITED.