

**STERLING AND WILSON RENEWABLE ENERGY LIMITED**

Bikaner Rajasthan -999999 Tel

: Fax :

Service Purchase Order

Amendment(s) : 3 ---- Date : 30.09.2024

Supplier Name & Address : Vendor Code : 461984 VIJAY CONSTRUCTION CO. Floor No: - New Property No 230 Building/Flat No: - Patel Vas Name of Premises/Building: - Main Sheri Road Street: - Bharadava Road Locality/Sub Locality: - Vav City/Town/Village: - Bharadava District: - Banaskantha. State: - Gujarat Pin Code: - 385570 GSTIN: 24AAZFV9371Q1ZR	PO No: 4400015368	Date : 24.04.2024
	Job State Code:	Currency: INR
	Job No : E/23/0011 220MW/319.04MWp(BOS)	
	Payment Terms : 95% AGAINST RA BILL + 5 % RETENTION	

Sr.No	Item Description	Qty	Unit	Rate	Amount
00010	TRACKER PILE FOUNDATIONS WORKS	1.000	AU	1,708,420.00	1,708,420.00
		<i>CGST</i>		9.00 %	153,757.80
	The item covers the following services :				
10	TRACKER PILE FOUNDATION WORKS (300MM DIA + 1650MM DEPTH + 150MM COPING)	2,946.000	NOS	430.00	1,266,780.00
20	TRACKER PILE FOUNDATION WORKS (300MM DIA + 1950MM DEPTH + 150MM COPING)	524.000	NOS	446.00	233,704.00
30	TRACKER PILE FOUNDATION WORKS (300MM DIA + 2250MM DEPTH + 150MM COPING)	456.000	NOS	456.00	207,936.00

00020	TRACKER PILE FOUNDATIONS WORKS	1.000	AU	900,640.00	900,640.00
		<i>CGST</i>		9.00 %	81,057.60
	The item covers the following services :				
10	TRACKER PILE FOUNDATION WORKS (300MM DIA + 1650MM DEPTH + 150MM COPING)	1,854.000	NOS	430.00	797,220.00
20	TRACKER PILE FOUNDATION WORKS (300MM DIA + 1950MM DEPTH + 150MM COPING)	146.000	NOS	446.00	65,116.00

**STERLING AND WILSON RENEWABLE ENERGY LIMITED**Bikaner Rajasthan -999999 Tel
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30	TRACKER PILE FOUNDATION WORKS (300MM DIA + 2250MM DEPTH + 150MM COPING)	84.000	NOS	456.00	38,304.00
00030	TRACKER PILE FOUNDATIONS WORKS	1.000	AU	1,484,140.00	1,484,140.00
		<i>CGST</i>		9.00 %	133,572.60
		<i>SGST</i>		9.00 %	133,572.60

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Sr.No	Item Description	Qty	Unit	Rate	Amount
	The item covers the following services :				
10	TRACKER PILE FOUNDATION WORKS (300MM DIA + 1650MM DEPTH + 150MM COPING)	3,200.000	NOS	430.00	1,376,000.00
20	TRACKER PILE FOUNDATION WORKS (300MM DIA + 1950MM DEPTH + 150MM COPING)	130.000	NOS	446.00	57,980.00
30	TRACKER PILE FOUNDATION WORKS (300MM DIA + 2250MM DEPTH + 150MM COPING)	110.000	NOS	456.00	50,160.00
00040	TRACKER PILE FOUNDATIONS WORKS	1.000	AU	586,090.00	586,090.00
		<i>CGST</i>		9.00 %	52,748.10
		<i>SGST</i>		9.00 %	52,748.10
	The item covers the following services :				
10	TRACKER PILE FOUNDATION WORKS (300MM DIA + 1650MM DEPTH + 150MM COPING)	1,363.000	NOS	430.00	586,090.00
Total Net Amount					4,679,290.00
CGST					421,136.10
SGST					421,136.10
Total GST					842,272.20
Total Amount Including Tax					5,521,562.20
Rounded Value					0.20-
Total Amount (Rounded)					5,521,562.00



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Rupees **FIFTY FIVE LAKH TWENTY ONE THOUSAND FIVE HUNDRED SIXTY TWO Only**

Header Note

SAC CODE-995451

All the work is to be carried out as per the approved drawing.

Terms & conditions:

1. The work is to be executed as per details indicated in the order and at the rates mentioned. Taxes Extra if Applicable.
2. The rates indicated are inclusive of labour, consumables, transportation of materials, Equipment#s, crane etc and no other extra tax amount will be paid.

The work is to be executed to the entire satisfaction of the representatives of SWREL and as per the specification of our clients.

3. All tools and plants required for the work are to be arranged by you for which no extra cost will be paid by us. If any such equipment is supplied by SWREL for the smooth functioning of the site, the cost of the same shall be debited from your RA bills.

4. The work is to be supervised by your representative site in # charge who should be able to take the decisions on the spot and carry out the work as per our engineer#s instructions. Your representative should also co-ordinate with our Engineer and the client.

5. In case of delay or leaving the site without completing the job started by you, we have the right to get other agencies and complete the job as required at site and recover the differential cost if any from your bills.

6. This being a Works Contract, Income-tax at source will be deducted by us at the time of payment at the appropriate applicable rates.

7. In respect of all labour directly or indirectly employed on the work, the Contractor shall comply with all legislations and rules of the State and / or Central Government or other local authority governing the protection of health, sanitary



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arrangements, wages, and safety applicable for Labour employed on building and construction works. The Minimum Wages Act 1948, Workmen's Compensation Act 1970, and other statutory obligations with regard to fair wages, welfare, amenities and safety measures,

Maintenance of registers, etc. will be deemed to be part of the contract. The contractor shall also obtain necessary license under the Contract Labour (Regulations and Abolitions) Act 1970.

8. Adequate safety measures should be provided to your workmen preventing any injury to them & respective Safety InCharge should be deployed from your end.

9. All claims and compensation arising out of accidents to the workmen should be borne by the Contractor and he should take adequate Workmen's Compensation Insurance Policy for this purpose.

10. We reserve the right to terminate the contract if it is reported that the compensation towards accidents to your workmen has not been paid as per law in force.

11. You must also protect and safeguard all the properties belonging to us as well as our client, handed over to you for the purpose of erection.

12. You must also render proper account of all materials either of ours or clients handed over to you for the purpose of erection.

13. You are solely responsible for the safety and security of materials and equipment handed over to you for erection, till such a time they are handed over to our clients after commissioning. Any loss / damage / theft of materials/ equipment during this period will be recovered from your bills.

14. Any damage caused by you either to our client's property or to our property must be compensated or this will be recovered out of retention money to be withheld by us.

15. You must also ensure that no minors are in your employment.

16. Any of your workmen found to be or suspected to be undesirable or misbehaved at the site, will be removed by you immediately if asked to do so by our Engineer.

17. Quantities indicated in the order are only approximate. The bills will be paid on actual measurements as certified by our Engineer.

18. Any extra work done by you will be paid & derived from the existing rate at the site.

19. Any amount recoverable from you for any reason will be adjusted from the retention amount and the balance will only be paid.

At the end of work in each section, the Contractor shall, as part of his contractual obligation, leave the area completely cleaned of rubbish and obstruction of all kinds according to the instructions from our Engineer. The Contractor shall also return all unused cable lengths and cable drums.

20. You shall arrange to recover P.F. from the workers engaged by you and with your contribution shall remit the same to the P.F. Commissioner every month as directed by our Project Manager. A copy of the Wage Sheet showing the P.F. deduction made and a copy of the challan for remitting the amount to the P.F. Commissioner shall be handed over to our Project Manager for our records. Otherwise, PF will be deducted from your R.A. bills for the workers engaged by you.

21. You shall arrange to disburse the wages to your workers in the presence of our representative and a copy of the Wage Sheet shall be submitted to us for our records.

22. The unit rates given are inclusive of the payment to the worker deployed by piece Worker such as Provident Fund, Minimum Wages, local transportation, final settlement, and payment as per the Rules and Regulations at that time and such Acts in force at the time of execution of the work.

23. The unit rates are also inclusive of payment towards medical expenses except for injuries during work, subject to the following conditions. In the event of any accident, the same should be reported to the Head Office through our Site office by the piece worker immediately and he should render assistance to our Engineer / Supervisor to complete necessary documentation. The piece worker must incur financial expenses and such expenses will be reimbursed only after the same is accepted and settled by the Insurance Company. We will be arranging a composite Workmen's Compensation Policy for this purpose.

24. In case of extra work other than the items mentioned in the Schedule, the piece worker should approach the Engineer-in-charge well in time for approval of rates and for submission of bill by the end of every month. Recording and billing of extra works should not be delayed for more than a month.

25. If hand tools are not available at site, the same will be supplied by us and debited to your account.

26. Labour Shed will be provided by Sterling & Wilson Solar Ltd; the Expense will be Deducted in RA bill.

26. The work carried out by you will be as per SWREL quality standard. There is a separate quality engineer who will be



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deployed by you to maintain the quality standard.

27. Vendor should depute Site engineer, Project Engineer, safety Engineer, Quality Engineer for every block on his own account to maintain the quality of the work. 28. Water & Electricity will be in vendor Scope.

29. The rate in the order annexure inclusive of Labour Statutory like PPE, ESI, PF and Labour Accommodation. If the same is provided by us, it will be deducted from your running bills.

30. You should provide the progress sheet for the work carried out every fortnight and if it does not match with the projected progress and is lagging, you should take necessary corrective measures. If the same thing is repeated in the next fortnight period, we are at liberty to get the work done by other agencies and debit you all the expenses.

31. You should get the Labour registration for the staff employed by you and maintain the Muster Roll with their pay. This should be verified and certified by our Site-in-Charge. Payment of wages to your staff should be disbursed in our presence in our Office.

32. You should raise Running Bills for the completed installation work every month and get the same certified by the Site-in-Charge and send it to the Office for payment. Unless certified copies of bills are received, no payment will be made.

33. You will engage the required technical staff sufficiently in a phased manner to complete the work in the scheduled time and as the site clearances given to you.

34. In case you delay the work due to this if our client imposes any penalty to us, the same will be passed on to you.

35. In the event of you engage any subcontractor to carry out the job on behalf of you, any dispute arises between you and your sub-contractor, issues will have to be settled by yourselves, M/s. Sterling and Wilson Renewable Energy Ltd are no way responsible for the same.

PAN Card, PF & ESI Registration copy must be submitted to us before releasing of first payment either as advance or against running bill.

36. Bill will be processed after the submission of PF & ESI Registration copy for each running bill otherwise it will be in hold.

37. In each RA bill 25% will be held for GST, and the same will be released after the GST verification by SWREL.

38. All other terms and condition as per GCC

GCC Reference No.

Notes to Vendor

Please send acceptance of this P.O. within seven days. Non receipt of the same may be considered as acceptance of the order.

For expediting payments, bills submitted should contain Vendor Code, P.O number and date.

All bills shall be accompanied with certified measurement sheets for all the items covered in the bill.

Code of Conduct (COC) Annexure enclosed with this PO

***This Purchase Order is authorized and generated by the system, hence doesn't require a signature.*



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Purchase Order No : 4400015368

Date : 24.04.2024

Buyer Details

Name : Amrendra Kumar

E-mail : amrendrakumar@sterlingwilson.com

Tel.No : 9315381962

For **STERLING AND WILSON RENEWABLE ENERGY LIMITED**

Authorized by : _____

CODE OF CONDUCT

The following is non-negotiable and binding code of conduct as a part of corporate policy of Sterling and Wilson Renewable Energy Limited (hereinafter referred to as SWREL) / its Group Companies to be complied with in its entirety by all the Parties including but not limited to the Consultants, Agents, Business Partners, Vendors, Sub-vendors, Contractors and Subcontractors (including their affiliates, successors, permitted assigns, hereinafter collectively called as the "Parties").

- 1 SWREL / its Group Companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or contractor or sub-contractor, engaged to provide goods and / or services to SWREL / its Group Companies.
- 2 All the Parties likely to get associated with SWREL /its Group Companies undertake to abide this Code of Conduct, applicable anti-bribery and anti-corruption legislations including terms of appropriate standards, authorizations, licenses and permits issued to carry out such business. The Parties hereby represent and warrant to SWREL/ its Group Companies that they have adequate policies, systems, controls and procedures in place designed to comply with all applicable domestic and international laws especially related to Anti-bribery/ anti-corruption law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
- 3 The Parties will comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. The Parties will only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
- 4 The Parties shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of SWREL/ its Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving SWREL / its Group Companies and / or its clients.
- 5 The Parties will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. The Parties will neither give nor accept hospitality or gifts that might appear to incur an obligation.
- 6 The Parties will follow the relevant International Trade Control (ITC) regulations of all countries in which the Parties operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
- 7 The Parties understand that apart from anti-bribery / anti-corruption laws of India, similar international legislations pertaining to anti-bribery / anti-corruption / conventions prohibit facilitation payments and the Parties hereby agree not to engage in any activity which could lead to breach of any such or similar international anti-bribery /anti-corruption legislations or conventions.

- 8 The Parties shall not take any action which places, or is likely to place SWREL / its Group Companies in violation of laws or which could be detrimental to reputation and / or the business interests of SWREL/Group companies. The Parties shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of SWREL / its Group Companies without prior written approval from SWREL/ its Group companies
- 9 The Parties hereby agree that in case any of them appoints a sub-contractor/ sub vendor, such sub-contractor / sub-vendor shall also comply with this Code of Conduct.
- 10 The Parties hereby agree to indemnify SWREL / its Group Companies with regard to any government or third party investigations related to or arising out of its alleged violation of this Code of conduct or similar anti-bribery/ anti-corruption laws, conventions including RBI's Negative List.
- 11 The Parties hereby agree to promptly report any violations of the Code of Conduct to SWREL / its Group Companies and further agree that SWREL / its Group Companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts paid to them under the same. The Parties shall ensure that their employees and officers shall promptly give all assistance, information and explanations to SWREL/ its Group Companies or its professional advisors as they may reasonably request in this regard.
- 12 The Parties hereby agree that they shall not pass inside information to third parties as it would be construed as a breach of confidentiality. The Parties shall always keep SWREL/its group companies indemnified and hold it harmless from any consequences arising from such breach of confidentiality, subject to the legal recourse under the applicable laws as may be available to SWREL and/or its Group Companies.
- 13 The Parties acknowledge and agrees to abide by all-above covenants in its letter and spirit and agrees to execute an undertaking on request by SWREL and/or its Group Companies.

1.0. OBJECTIVE:

To ensure S & W Contractors perform work on the site without posing a threat to the safety of the workforce & to ensure that they will take all necessary measures to perform safe job execution and considering environmental protection. HSE performance is a consideration in the Contractor administration and selection process.

2.0. PROCEDURE:

Contractors engaged by S&W to execute any job/task shall follow the guidelines as below:

- Contractors are required to produce construction method statement for each of their activities critical to OHS. Site-in-charge, HSE-in-charge and/or nominated person reviews the method statements. The construction method statement to be circulated to the concerned site engineers and the contractor performing the activities.
- Where S&W project manager /HSE in charge or his nominee consider a contractor's HSE plan / method statement unacceptable, the contractor is required to meet the respective in charge to discuss the proposed work method and to determine and adapt appropriate controls so that a practical work method statement can be produced for use on the project.
- The contractors are required to follow the guidelines provided to them along with the work order. A sign off copy for acceptance shall be submitted by the contractors to the S&W project manager prior to start any site activities by them

3.0. S & W contractor HSE performance evaluation

S & W project manager and project HSE in charge will set the score card system for bi -monthly evaluation of all subcontractors involved in the project.

Score will measure and review sub-contractor's performance on below topics:

1. People capability
2. Implementation of safety management system
3. Equipment & infrastructure
4. Housekeeping
5. Emergency Management & HSE statistics

Every sub- contractor associated in the project will be rated on above requirements and evaluation results will be assessed as below

Good score	Above 80%
Behind target, action plan needs to be implemented / submitted	Between 60% to 80%
Bad score immediate correction required by project HSE management / action over sub – contractors project team or stop or replacement	Below 60%

Note: - Contractors who will fall in yellow category for contentious five times or in red category for three times shall be considered for termination of contract.

Format for the contractor assessment is attached in **Appendix: -1**

4.0. Action against HSE violations for Contractors

If it is found that a particular contractor or its employee(s) are violating HSE requirements in their execution methodology the contractor & /or its employee(s) will be restricted from site entry as per the following guidelines.

4.1 A 1st time violation will be discussed verbally with the contractor or the violating personnel of contractor along with Project manager & Site HSE Incharge. Same will be informed to contracting company through e-mail.

4.2 A 2nd time violations will restrict the contractor & its employee(s) from site entry.

4.3 Additionally if following violations observed during site work the penalty clauses will be applicable as follows:

- HSE department will send the Safety Violation Memo to Contract Department after approval from concern project manager
- Contract Department will forward the amount of penalty to Account department to deduct the money in running bill of the respective contractor.
- Account Department will inform the Contract / HSE / Regional Head (Concern) for the same on monthly basis.

4.4 The penalty amount will be utilized only for S & W Contractors' welfare purpose like Safety Awards, Imparting Safety Training & Workshop etc.

Note:- Please find **Appendix:-2** "List of Penalty amount to be imposed" for the penalty amount.

DECLARATION

This document is to be read in conjunction with the S&W Safety policy and safety guidelines of Contract Agreement.

I, (name) _____, (designation) _____
The requirements communicated to me are clear and I agree to follow them.

Contract Company:

Duration & scope of Work:

Signed by :

Witnessed by:

Contractor Company
Signature & Date with seal

S&W Project Manager
Signature & Date

Appendix -1**CONTRACTOR SAFETY INDEX**

Month:-		Parameters	Weightage	Contractor -		Contractor -		Contractor -		Contractor -	
				1	Target	2	Target	3	Target	4	Target
A	Injuries (Negative Marks)										
1	LTI		-20								
2	MTC		-10								
3	FAC		-5								
4	Property Damage Incident		-3								
B	Reporting		10								
1	Near miss / Unsafe Condition		10								
C	People Capability		10								
1	Competent Supervision		5								
2	Competent Manpower		5								
D	HSE MANAGEMENT SYSTEM		20								
1	HSE Policy		5								
2	Work Method Statement		5								
3	Participation in Safety Meeting		5								
4	Sub-contractor safety Officer		5								
E	Equipment & Infrastructure		20								
1	Condition of Db's & Electrical connection Hand & Power tools		10								
2	Work area setup		10								
F	Compliance		30								
1	House Keeping at their respective areas		10								
2	PPEs compliance		10								
3	100% Tool Box Talk Participation		10								
G	EMERGENCY MANAGEMNT		10								
1	Availability of Emergency vehicle		5								
2	Availability of First aid box		5								
SAFETY INDEX			100								

Appendix: -2

Following amount shall be deducted from the running bill of the contractor based on type of violation(s)

Sr.	Activity	1 st time Violation	Repeat Violation
5.1.0	Violations related to HSE Induction, Report & meeting		
5.1.1	Failure to attend general safety induction course conducted by the Sterling & Wilson	Verbal Waring will be issued if any of worker found without induction & within 2 working days he has to attend the same.	Rs.300 per single violation Compounded to a maximum of Rs. 3,000 at any single instance
5.1.2	Not attending Contractor Safety Meeting.	Verbal Waring will be issued & contractor site in charge has to attend next meeting.	Rs.3000
5.1.3	Not meeting the audit score for consequently Audit. (Red Category- less than 60%)	Discussion with the contractor along with project manager for improvement action required.	Rs1,00,000 up to termination of contract.
5.2.0	Violations related to Mandatory PPE's (Helmet, Shoes & Reflective Jacket)		
5.2.1	Not having, not wearing (or) using and kept it elsewhere, using damaged one and Using for other operation (e.g. Using safety helmet for storing materials or carrying water from one place to other)	Verbal Waring for immediate rectification	Rs.300 per single violation Compounded to a maximum of Rs. 5,000 at any single instance
5.2.2	Working at height without safety harness between 2 to 3 meter	Verbal Waring for immediate rectification	Rs.300 per single violation Compounded to a maximum of Rs. 5,000 at any single instance
5.3.0	Violations related to Work at height		
5.3.1	Not using Safety Harness or Working without anchoring Safety Harness from 3 meter & above	Verbal Waring for immediate rectification	Rs.5000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance
5.3.2	Not using fall arrestor for shaft work	Verbal Waring for immediate rectification	Rs.5000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance
5.3.3	Using nonstandard scaffolding, Ladder, height access.	Verbal Waring for immediate rectification	Rs.5000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance
5.4.0	Violations related to Lifting appliances and gear like Unauthorized entry of vehicle/ heavy equipment's without TPI, License, RC Book & Insurance etc.	Stop using the equipment till all necessary documents will be received.	Rs. 10,000 per single violation Compounded to a maximum of Rs. 50,000 at any single instance

CONTROL OF CONTRACTED ACTIVITIES



5.5.0	Electrical Safety violation which has a potential of electric shock or electrocution.	Immediate rectification	Rs. 1,000 per single violation Compounded to a maximum of Rs. 5,000 at any single instance
5.6.0	Violation related Power tools use of Damaged tools (Use without plug top, joint in cable, without guard, damaged wheel etc.)	Immediate rectification	Rs. 1,000 per single violation Compounded to a maximum of Rs. 5,000 at any single instance
5.7.0	Sleeping case inside the Construction area.	Not Applicable	Rs.5,000
5.8.0	In Case of Incident / Accident		
5.8.1	In case of non-reporting of Near Miss.	Verbal instruction for information	Rs.5,000
5.8.2	In case of Property Damage (Total cost of Property Damage + Penalty).	Damage cost + Rs.25,000	
5.8.3	Lost Time Accident	Rs.50,000+ all other expenses like medical, statutory fine etc.	Rs.50,000+ all other expenses like medical, fine and /or termination of contract
5.8.5	Fatal Accidents (This money will be given to family of victim apart from WCA policy & other compensation).	Rs.2,00,000 + all other expenses like medical & statutory fine and /or termination of contract	
5.9.0	Excavation 1. Failure to provide hard barrication for more than 1.8-meter depth, 2. Failure to provide proper access & 3. Improper storage of excavated soil heap at the edge of trench.	1. Rectification within 2 working days or as directed by safety incharge at site 2. Immediate rectification 3. Rectification within 2 working days or as directed by safety incharge at site	Rs. 5,000 per single violation Compounded to a maximum of Rs. 50,000 at any single instance
5.10.0	Housekeeping	Deputation of housekeeping gang within 3 days	S & W will engage housekeeping gang for the same & cost of manpower+20% extra of cost
5.11.0	Hygiene Issues like non provision / nonuse of urinal, toilet, consumption of food in work area	Proper arrangement of Urinal, toilet, drinking water & rest room within 7 working days	Rs. 20,000 per single violation Compounded to a maximum of Rs. 50,000 at any single instance If S & W Provide the same it will be actual cost + 20%
5.12.0	Individual is failed to adhere to the safety professional instruction for safe working	Verbal Warning and /or suspension of individual for 2 hours.	Removal from site
In addition, if any HSE penalty is received from client for an individual contractor's activities same will be deducted from contractor			