

and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.

The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.

The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

40.0 CONSTRUCTION MANAGEMENT

The field activities of the Contractors working at Site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

The Engineer shall hold weekly meetings of the Contractor at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.

Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.

41.0 FIELD OFFICE RECORDS

The Contractor shall maintain up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc.

effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

42.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

43.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

44.0 Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

| | | |
|-------------------------|---|---------------------------------------|
| Workmen's Compensation | : | As per statutory Provisions |
| Employee's Compensation | : | As per statutory Liability Provisions |

45.0 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion.

The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

46.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

47.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly, the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

48.0 WORK & SAFETY REGULATIONS

The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.

All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of in this regard.

Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.

The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.

The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by to handle such fuses, wiring or electrical equipment

Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:

- a. Satisfy the Engineer that the appliance is in good working condition;
- b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
- c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

The Engineer will not grant permission to connect until he is satisfied that;

- a. The appliance is in good condition and is fitted with suitable plug;
- b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.

In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in Para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following

- a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
- d) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

The Contractor shall follow and comply with all Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

- | | |
|---|---|
| a. Fatal injury or accident Causing death | Rs. 1,00,000/- : These are applicable for death per person |
| b. Major injuries or accident causing 25% or more permanent disablement to Workmen or employees | Rs. 20,000/- : injury to any person, whosoever. per person |

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

49.0 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

50.0 WORK & SAFETY REGULATIONS

1. The contractor shall ensure proper safety of all the workmen, materials, equipment & plant & belonging to him or to GETCO or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer, as he may deem necessary.
2. Contractor has to provide ISI marked ELCB / MCB having sufficient capacity of standard make at point of supply.
3. All equipment used in construction and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/ rules of GETCO in this regard.

4. Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried – out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be property maintained by the contractor and will be promptly produces as and when desired by Engineer or by the person authorized.
5. The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
6. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.
7. The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner / other contractors under any circumstances, whatsoever, unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
8. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
 - a. Satisfy the Engineer that the appliance is in good working condition;
 - b. Inform the Engineer of the max. current rating & voltage of the appliances;
 - c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
9. The Engineer will not grant permission to connect until he is satisfied that;
 - a. The appliance is in good condition and is fitted with suitable plug
 - b. The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.
10. No electric cable in use by the contractor/ Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
11. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the contractor. While working on electric lines/ equipment, whether live or dead, suitable type and sufficiently quantity of tools will have to be provided by the contractor to electricians/ workmen/ officers.
12. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor provide medical facility / treatment & to promptly inform the same to the Engineer in prescribed form and to also to all the authorities envisaged under the applicable laws.
13. The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the contractor.

14. The contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
15. it is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following;
- Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
 - No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
 - Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
 - There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
16. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.
- Fatal injury or accident Causing death: Rs. 1,00,000/- per person for death
 Major injuries or accident causing : Rs. 20,000/- per person
 injury to any person 25% or more permanent disablement
 Permanent disablement shall have same meaning as indicated in workmen's compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/ employees under the relevant provisions of the laws as applicable from time to time. In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount in addition to the compensation indicated above.

BIDDER'S DETAILS OF PERSONNEL

| | | |
|---|--|--|
| 1 | Firm Name | |
| 2 | Firm Address | |
| 3 | Firm Type (Proprietary/ Partnership/Corporate) | |
| 4 | Contact Person Name and Designation | |
| 5 | Qualification | |
| 6 | Professional Experience | |

| | | |
|---|------------------|--|
| 7 | PAN No | |
| 8 | GST | |
| 9 | Contract Details | |
| | Mobile No | |
| | Land Line No | |
| | FAX No | |
| | E-Mail ID | |

Note: All the correspondence, queries etc., will be asked on above E-Mail only. Bidder is responsible to check and operation of e-mail ID.

ANNEXUTURE-1

Sub. : As above Mention

In connection with above subject, I / we confirm the following:

- a) I/ we, the undersigned, have read and understand the Tender Specification for Work Complete with the entire tender Terms and Conditions.
- b) The price in the bid is firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- c) I/We declare that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Company / Agency

NAME: _____ **STATUS:** _____ **Name of tendering Company**

ANNEXURE – II

(UNDERTAKING IN REGARD TO STOP DEAL/BANNED FOR BUSINESS DEALING /BLACK LIST THEREOF)

SUB: Undertaking in regard to stop deal/Banned for Business dealing /Black list thereof)

Ref: Tender no:

All bidders will have to furnish the following undertaking duly filled in, Signed and stamped for each quoted item of the tender along with the technical bid.

I/We _____

Authorized signatory of M/s _____ here by certified

That M/S _____ and their proprietor/any partner /any director of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL/GETCO/DGVCL/GETCO/UGVCL/PGVCL.

Seal of Firm

Signature of renderer

(Format for Guarantee Card)

FORMAT FOR GUARANTEE CARD TO BE SUPPLIED WITH EACH GRID CONNECTED SOLAR PV SYSTEM

| | | |
|---|---|--|
| 1 | Name & Address of the Empaneled Agency | |
| 2 | Name & Address of DISCOM | |
| 3 | Name & Address of BENEFICIARY CONSUMER NO | |
| 3 | Date of Commissioning of the system | |
| 4 | Details of PV Module (s) supplied in the System Make (Name of the EOI applicant): Model Serial No(s) Wattage of the PV Module (s) under STC Guarantee valid up to | |
| 5 | Details of PCU/Electronics & other BOS items: System Make (Name of the EOI applicant) Model Serial No(s) Guarantee valid up to | |
| 6 | Designation & Address of the person to be Contacted for claiming Guarantee obligations | |
| 7 | Local Service Centre Address: Mobile no e-mail id :- | |

The grid tied solar system is warranted for its performance for a period of five years and the Empanelled Agency/Supplier (undersigned) undertakes to replace the components which do not perform as per specifications, due to manufacturing defect, at no cost to the beneficiary as per EOI Conditions.

(Signature)

(SEAL)

Name & Designation,

Name & Address of the Agency

Date:

Place

(During the guarantee period **GETCO** reserves the right to cross check the performance of the systems with the minimum performance levels specified in the EOI Document specifications).

QUARTERLY MAINTENANCE & SERVICING REPORT

1. DETAILS OF SOLAR PHOTOVOLTAIC SYSTEM INSTALLED

1. Supplied by :
2. Date of installation:
3. Servicing period : From to

2. USER PROFILE

1. Name and address of User:

3. TECHNICAL DETAILS

1. Module Capacity, make and serial numbers:
2. Inverter Capacity, make and serial no.

4. CHECK OF THE PRODUCT

1. Correct inclination and orientation of SPV panel :
2. Cleaning of dust from SPV panel :
3. Interconnection of modules, charge controller etc.:
4. Fuse of charge controller:
5. Working of inverter

5. DIFFICULTIES IN OPERATION/ PROBLEM FACED BY USER:

6. DIAGNOSIS DETAILS/ REPAIR ACTION:

7. DATE ON WHICH SYSTEM WAS LAST ATTENDED:

8. IT IS MANDATORY TO SUBMIT INSTALLATION WISE QUARTERLY ENERGY GENERATION DATA TO RESPECTIVE GETCO OFFICE.

9. AS PER SCOPE OF WORK PANEL CLEANING WORK DONE 02 TIMES IN THE MONTHS CARRIED OUT YES / NO ?

10. REMARKS:

User Name & Signature

Date:

Technician's Name & Signature

(with rubber stamp)

Project completion Report for individual Grid connected Solar PV plant

Preform-A (by the installer)

| Sr. No. | Component | Observation |
|----------|--|-------------|
| 1 | Sanction No & Date | |
| 2 | Category: Nodal Agency / Channel partner Name and Complete Address: | |
| 2.1 | In case of Nodal Agency, Name and Complete Address of installer: | |
| 3 | Site / Location Longitude/ Latitude Type (Bore well / open well etc.) | |
| 4 | Solar PV Array Capacity: | |
| 4.1 | Make of Modules Whether imported or indigenous? | |
| 4.2 | IEC certificate : Agency Date of issue Validity (Enclose a copy of IEC certificate) | |
| 4.3 | Whether RFID tag is pasted or not? If so, tag is inside or outside. If not, the reason? Type of RFID | |
| 5 | Support Structures/ | |
| 5.1 | Indigenous or imported | |
| 5.2 | Tracking System/ Fix (No tracking) Manual | |
| 5.3 | Seasonal Tilt Angle adjustment provided or not? | |
| 6 | Grid-Tie inverter details | |
| 6.1 | Motor Pump set Capacity (h. p.) (Beneficiary's) | |
| 7 | Electronics / controls | |
| 7.1 | MPPT provided or not? If yes, provide details | |
| 7.2 | Details of Inverter | |

| | | |
|-----|--|--|
| 8 | Monitoring Mechanism for the installed System | |
| 8.1 | Technical Person Trained to maintain the system Name of the person with Mobile no. | |
| 9 | Date of Commissioning (Enclose test certificate of System as per MNRE requirement) | |

Declaration

It is to certify that all the components / sub systems and materials including junction boxes, cables, distribution boards, switches, circuit breakers used in the system are as per GETCO requirement.

Sign With seal

Date:

Place:

Preform -B (By the customer i.e. GETCO)

| Sr. | Component | Observation |
|-----|---|---------------------|
| 1 | Name of Office With consumer Name , Consumer No, Contracted Load | |
| 2 | Location with GPS Lat &Long | |
| | Capacity(kWp) | |
| 3 | Whether training was provided by installer for operation and maintenance | |
| 4 | Whether the following documents were provided or not | |
| | I-V curves of all modules | |
| | Inverter manual | |
| | Guarantee card for system | |
| 5 | Date of handing over of the system | |
| 6 | Cost breakup | Total project cost: |

It is to certify that all information given above is true and correct to best of my knowledge

(User signature and stamp)

Date:

Place:

Performa -C Inspection report (by The Engineer In Charge)

| Sr. No | Component | Observation |
|--------|--|-------------|
| 1 | Site / Location with Complete Address | |
| 2 | Capacity of system Installed (kWp) | |
| 3 | Whether the system was installed in shadow free area or not? If not mention the details | |
| | Any inter module shading exists or not | |
| | Whether the modules contains information about company name, serial no and year manufacturing inside | |
| | RIFD pasted inside or outside | |
| 4 | Electronics / controls | |
| | Whether the information given in part A is same or found any deviation | |
| 6 | Structures:- tracking / fix | |
| 7 | Cables Make and size | |
| 8 | User Feed Back | |
| 9 | Any Specific problem | |

1. Signature of inspecting Officer and date

List of enclosures:

1. Copy of invoice billed to user
2. List of serial no. of modules installed in the system
3. Test certificates of the components
4. Statement of expenditure
5. Original Color photographs

Signature of the EOI applicant

Seal of the Firm

SAFETY CUM INDEMNITY BOND

(On Non-Judicial Stamp paper of value not less than Rs. 300.00)

Know All Men By These Presents that we, _____ by this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of _____ 2024. I/We Having Registered Office _____ (herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), HIMATNAGAR a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, HIMATNAGAR.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no. _____ dated _____ made between _____ and _____ for the contract of the _____ value of Rs. _____ interalia on production of Safety Cum Indemnity Bond.

We do hereby undertake and agree to Indemnify and keep Indemnified GETCO from time to time to the extent of Rs. _____ Rupees _____ only against any losses or damages, costs, charges and expenses caused to or suffered by reason of the CONTRACTOR while Project, R&M, O&M work including work carried out by outsourcing agency, failing to take proper care or not complying the guidelines given hereunder as per Annexure-A and instructions which may be given from time to time during the continuance of the contract and we further undertake to unconditionally pay the amount claimed by the GETCO on demand and without demur to the extent aforesaid.

Whereas the CONTRACTOR has/have been awarded to execute the job/works under order no. _____, dated for _____ issued by the GETCO after having observing necessary formalities, the details of which is described in the order no. _____ dated _____ and whereas the said job/works will be /likely to be done in places covered under Employees' State Insurance Act, 1948 (ESI) and /or the Workmen Compensation Act, 1923 and /or other laws relating to the Labour Management and Welfare Act. (Respective Amendments)

And whereas according to the condition of the Contract the CONTRACTOR is under obligation to execute this Safety cum Indemnity Bond before the commencement of actual execution of work

Now the indenture witnesses that I/We the CONTRACTOR do hereby undertake to follow the guidelines as per Annexure-A prepared by the GETCO.

Further we the CONTRACTOR agree that the GETCO shall be sole judge of and as to whether there has been any breach of the guidelines as per Annexure-A of this bond and as to the extent of the loss, damages, costs, charges and expenses caused to or suffered by the GETCO.

We the CONTRACTOR further agree that our liability under this bond shall not be discharged because of the change in the constitution of the GETCO or for the extension of the time limit or for any other reason.

We the CONTRACTOR further agrees to the given terms and conditions:

- a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the CONTRACTOR.
- b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
- c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act, 1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law

Sign & Seal of Contractor

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prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .

d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.

e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR .

f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

| Sr. No | Amount of Contract in Rs. | Penalty amount |
|--------|---------------------------|-------------------------|
| 1 | Up to -1 Lac | Rs.5000/- |
| 2 | Above1 Lac to - 10 Lacs | Rs.40000/- |
| 3 | 10 to --- 100 Lacs | Rs.100,000/- |
| 4 | > 100 Lacs | 1.0 % of contract value |

g. I/We the CONTRACTOR hereby confirm that in case of any dispute/difference for settlement of claims under this Safety Cum Indemnity bond the courts in Gujarat State wherever job/work is performed or as per GETCO norms shall have the jurisdiction to decide the rights & liabilities of the parties while adjudicating the matter of claims under this Safety Cum Indemnity Bond.

h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the Contractor's application after the Contractor has discharged all his obligations under the order mentioned hereinabove and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).

i. This Safety cum Indemnity Bond and the guidelines as per Annexure-A herein contained are in addition to And not by way of limitation or substitution for any other guarantee, indemnities Hereto before given to the GETCO by the CONTRACTOR and this indemnity does not Revoke or limit such indemnities or guarantees. IN WITNESS WHEREOF the Parties hereto have executed this indenture the day the year First hereinabove written.

(Signature with seal of The CONTRACTOR)

In the presence of:

- 1.
- 2.

CONTRACT AGREEMENT (to be submit after Awarding of Contract)

(Non-judicial stamp paper of Rs. 300/-)

This agreement is made at Vadodara, the _____ day of _____ in the Christian year Two Thousand Five between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to context include its successors or permitted assigns) of the one part and the Gujarat Energy Transmission Corporation Limited, having their Corporate Office at -----, (hereinafter called "Corporation" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

"WHEREAS" the aforesaid Corporation has accepted the tender of the aforesaid contractors for

_____ as per Corporation's Order No. _____ hereinafter called "The works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____ on behalf of the Corporation, a list where of is made out in the schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression "The Works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned. AND WHEREAS THE GETCO has accepted the tender of the contractor for the work of _____ of Gujarat State for the sum of Rs. _____ (Rupees _____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the Corporation doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.

2. The conditions and covenants stipulated hereinbefore in this contract, are subject to and without prejudice to the rights of the Corporation to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc. attached with Corporation's Order No. _____.

The contract value, extent of works / supply, completion / delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

Signed, Sealed and Delivered by

Sign & Seal of Contractor

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for and on behalf of M/s. _____

In the presence of, signature with names and

Address: _____

1) _____

2) _____

Signed, Sealed and Delivered by

for and on behalf of Gujarat Energy Transmission Corporation Limited,

In the presence of, signature with names and

Address: _____

1) _____

2) _____

FORM OF BANKER'S UNDERTAKING

(Non-judicial stamp paper of Rs. 300/-)

[For Performance Guarantee (PBG) towards Guarantee/ Warranty Period
as per commercial terms and conditions of tender]

We, _____ (Name of Bank) a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having registered address at _____ and one of its branch address at _____ (Name of the

Bank and Address of the Branch giving the Bank Guarantee) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from the Beneficiary Company GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, HIMATNAGAR (subsidiary Company of Gujarat Urja Vikas Nigam Ltd.) or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____/- (Amount of Performance Guarantee towards Guarantee/ Warranty period) (Rs. _____(in words) to

the said GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED (GUVNU subsidiary Company) on behalf of _____ M/s

_____ (Name of Agency with Detail address)
who have entered into a contract for the supply/works specified below:

Name of Work- Survey, Design, Supply, Installation, Testing, commissioning with Comprehensive Maintenance contract of 5 years for Solar Rooftop projects _____ under Himatnagar Tr. Circle

PO/WO No.- _____ Dated _____

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) (here period of 5 years from Date of commissioning of System) and shall not be terminable by notice or by change in the constitution of the Bank other firm of Contractors/ Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Beneficiary GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, HIMATNAGAR (i.e. GUVNL or Subsidiaries), Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to exceeding Rs. _____/- (Rs. _____ In Words). Our guarantee shall remain in force until _____ (Date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before

_____ (Date of validity of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

Date:
