

# WORK ORDER

Vishvara	aj Environment Private Limited	PR N	o : 400000	0009							
11th Flo	DOF		PR Date : 30.09.2022								
	Chamber-VI,220 Nariman Point		PO No: 9400000054								
	i 400021		PO Date: 04.10.2022								
Mahara	Shtra		Outline Agreement No : Outline Agreement Date :								
						1D04-004 & <	)> 04-12-2021				
		Kere	Reference Doc No. & Date: ERP REF:WO21D04-004 & <)> 04-12-2021								
	Name and Address:		104.01	FC4/ 2411	170						
	Code: 700000202 CONSTRUCTION		GST : 19ACYFS4631H1ZG PAN : ACYFS4631H								
-	VNEW PAHARPUR ROAD P.O- BIDHANGARH		Mobile :								
			Email : taydesaurabh26@gmail.com								
	A 700066										
West Bengal											
Deliver	y Address:	Billi	ng Addre	ss:							
	aj Environment Private Limited		Vishvaraj Environment Private Limited								
Mahesh			MWW-KMDA-EPC								
	tala STP project,42 Brick Field		ROOM NO 7A, 13TH FLOOR								
Akra Pu Kolkata	rotan Bazar, Tiner Pool,Near Recreation Club		BENGAL ECO INTELLIGENT PARK, PLOT NO 3, EM BLOCK, SECTOR-V,								
West Be		-	SALT LAKE Bidhannagar 700091								
	: 19AADCV0032H1ZL PAN : AADCV003		West Bengal								
			GST No.: 19AADCV0032H1ZL PAN : AADCV0032H								
Dear Sir	, Please supply/provide the following materials/services	in accorda	ince with	terms coi	nditions printed a	long with thi	s order.				
Sr. No.	Item code & Descriptions	Del. Date	Qty	Unit	Rate	Discount	Value INR				
1	CLAMP & M20 WORK	25.09.202	3 0.09	M3	5,800	0	522				
	4700000214										
	PROVIDING AND LAYING OF M20 CONCRETE										
	HSN CODE -			CGST	9.00		46.98				
	TAX CODE - V3-Input - CGST 9% + SGST 9%			SGST	9.00		46.98				
2	CLAMP & M20 WORK	25.09.202	3 45	NOS	17.5	0	787.5				
	430000047										
	PROVIDING & FIXING OF CLAMP										
	Order punched in ERP but rates are revised to 20 /										
	Nos. Indent amendment requested.										
	HSN CODE -			CGST	9.00		70.88				
	TAX CODE - V3-Input - CGST 9% + SGST 9%			SGST	9.00		70.88				
	TAX CODE - V3-Input - CGST 9% + SGST 9%			SGST	9.00		70.88				

Payment Terms: 15 DAYS CREDIT Inco-Terms: Amount : One Thousand Five Hundre		Basic Amount : 1309.50 Freight Amount : GST Amount : 235.72 Total Amount: 1545.22			
01. Country of Origin	ountry of Origin 02. Site Receipt Report			03. Insurance Certificate	
04. Lorry Receipt		05. Test Certificate		06. Guarantee/Warranty Certificate	
07. Transporter Invoices		8. Inspection Report		9. Packing List	
10. Transit Insurance		11. Tax Invoice	$\checkmark$	12. Eway Bill	
13. Copy of Purchase Order		14. Delivery Challan		15. Weightment Slip	
16. MSDS		17. Royalty Receipt		18. Operational Receipt	
19. Bill of Ladding		20. JMR	$\checkmark$	21. WCC	

ALL THE TERMS & CONDITIONS SHALL BE REFFERED FROM THE ATTACHED ANNEXURE OF THIS ORDER.

22. Statutory Complaince

#### CODE OF CONDUCT

- 1. You Are Expected To Comply With All Applicable Laws, Regulations And Dealings With Vishvaraj Environment Private Limited, Including All Applicable Government Contractual Requirements
- 2. You May Not Enter Into A Financial Or Any Other Relationship With Any Of Our Employees, Such That It Creates A Conflict Of Interest. A Conflict Of Interest Arises When The Personal Interests Of An Employee Are Inconsistent With The Responsibilities Of His/Her Position With Vishvaraj Environment Private Limited .All Such Conflicts Must Be Disclosed And Corrected.
- 3. We Urge You Not To Engage In Collusive Bidding, Price Fixing, Price Discrimination, Or Other Unfair Trade Practices In Violation Of Applicable Laws.
- 4. You Are Requested To Supply Products / Services That Conform In Allrespects With The Requirement Of The Contracts With Vishvaraj Environment Private Limited Including Safety And All Applicable Quality Requirements.
- 5. Please Avoid Presenting Gifts, Money, Services Or Favours To Vishvaraj Environment Private Limited Employees Beyond The Customary Limitation For The Purpose Of Receiving Any Favourable Behaviour.
- 6. .Vendor/Seller has reviewed RFQ document/Technical Specification shared by Vishvaraj Environment Private Limited and has provided acceptance on it and shall comply to same specifications .
- 7. Any materials/Service, which is not specifically mentioned in the scope document, but specially required for successful execution of order, shall be supplied/provided by seller at no extra cost to buyer.

## **GENERAL CONDITIONS OF ORDER**

## **1. DEFINITIONS OF TERMS**

Vishvaraj Environment Private Limited is hereinafter termed as the "Buyer". The Person, firm or company supplying the goods / Services, is termed as the "Seller". Deliverables under this contract are hereinafter referred to as the "Goods / Services".

#### 2. DELIVERY

- a. Time of delivery is the essence of this contract and buyer reserves, the right to cancel this order if the goods are not delivered within the time specified herein and shall at his absolute discretion be entitled without prejudice to his other rights, to reject the goods already delivered and get refund of payments made or to recovery as liquidated damages as defined in LD clause.
- b. The buyer reserves the right to refuse the acceptance of the goods supplied ahead or after of mutually agreed schedule of delivery of goods.
- c. The seller shall notify the buyer well in advance of any anticipated delay in delivery. Any such notification, however, will not absolve the seller from liability to buyer of delay in delivery.
- d. The material should confirm to approved drawing & data sheet in accordance of tender specification.
- e. The manufacturing and supply of material/equipment should be after obtaining manufacturing & dispatch clearance in writing from the authorized Vishvaraj Environment Private Limited representative.

## **3. STATUTORY COMPLAINCE**

The seller shall be responsible for compliance with all relevant statutory regulations applicable to this contract and penalty, if any liability arising out of noncompliance shall be to the seller's account.

## 4. SAFETY

You/ your representatives will observe applicable safety rules/regulations at Vishvaraj Environment Private Limited work place.

## 5. GST REGISTRATION NO.

GST numbers of Vishvaraj Environment Private Limited should be mentioned on the seller's invoice copies. In case, the same are not mentioned, the invoices would not be processed for payments. Seller has to provide challan & return as proof of deposit of VAT/ Service Tax (GST) as charged in Seller's invoices, atfrequency, as applicable to the Seller or as stipulated under the Tax Rules. In the event of Seller's non-compliance/defective documentation pertaining to the proof of sales tax deposits by the Seller, due to which Vishvaraj Environment Private Limited is unable to avail sales tax credit, in that case Vishvaraj Environment Private Limited reserves its right to recover the said loss/amounts from the Seller.

## 6. ACCEPTANCE OF GOODS

Inspection report, test certificate & packing list shall be submitted along with the material/equipment. Goodswill be accepted subject to inspection and must confirm to the buyer's designs and drawings, specifications and / or approved samples. Quantities supplied shall confirm to the lot sizes stipulated in the order. Excess quantities may not be accepted. If goods supplied are found to be not in accordance with buyer's specification, or do not fulfill the purpose for which they were ordered wherever specified, or not satisfactory for any reason whatsoever, of which the buyer shall be the sole judge. The buyer shall without, prejudice to his other rights be entitled to reject such good and to cancel the order notwithstanding the initial acceptance. If at any subsequent stage, manufacturing/operations defects are observed, the seller will have to replace such rejected goods or give credit (including tax levied) at the buyer's option. Payment for goods prior to inspection shall not constitute an acceptance thereof.

# 7. DIES AND TOOLS

Tooling manufactured against Buyer's designs/drawings shall be exclusively used for the buyer's requirements. Where tooling charges are paid by the buyer, the tooling shall remain the property of the buyer under Seller's care. Repairs and replacement to such tooling shall be to the seller's account.

## 8. BUYER'S MATERIAL

Materials supplied against this order by the Buyer shall be stored by the seller at his risk and shall beadequately insured. In no circumstances such materials shall be sold or hypothecated by the seller. The seller shall Endeavour to use such materials in the most economical manner possible. If the materials supplied by the Buyer is damaged / lost by the seller, the value of such material will be recovered from the seller at the discretion of the Buyer without prejudice to Buyer's other rights. Materials supplied by the Buyer shall remain the property of the Buyer and the Buyer shall be at liberty to take back the material in the event of default on the part of seller in the execution of this order or any part thereof is cancelled. The Buyer shall have the leave and license to enter the seller's premises to take back the material without liability for any prosecution or of legal action.

## 9. CANCELLATION OF ORDER

Non-compliance with any of the conditions of this contract may compel the Buyer to cancel the order without prejudice to buyer's other rights and remedies under the law of contracts.

## **10. PACKING**

Goods should be suitably packed to avoid damage in transit. Any breakage, damage and / or pilferage in transit arising from faulty packing shall be the responsibility of the seller.

# **11. REJECTED GOODS**

The rejected goods in the Buyer's premises are at seller's risk. They should be removed by the seller immediately on receipt of inspection memo / communication showing the details of goods rejected. In case rejected goods are not removed within two weeks from the date of inspection memo / communication, the Buyer is entitled to a) Dispatch on freight TO PAY basis to vendor OR b) Scrap the material without any compensation to the seller and without any further reference to the seller.

## **12. CONFIDENTIAL INFORMATION**

The SELLER shall keep confidential the Information and shall not disclose the same to any third party without the prior written consent of the BUYER. The SELLER shall ensure the compliance of the confidentiality obligations imposed under this AGREEMENT. The confidentiality obligations shall survive termination.

## 13. SAFETY CLAUSE

It is vendor's responsibility to ensure that their employees comply with all the safety rules & requirement at Vishvaraj Environment Private Limited premises and sites. You shall provide all appropriate PPEs (Personal Protective Equipments) to your employees. In the event of any injuries/accident(s)/accidental death(s) during the course of employment under this contract, you will be responsible for payment of compensation as per the applicable Laws & will also incur all medical and incidental expenses arising out of the incident

## 14. EWAY BILL

You will ensure that e way bill is generated with correct details for all goods despatches under this purchase order and also ensure that copy of e way bill/ e way bill number is attached with tax invoice/delivery challan/ bill of entry/ bill of supply.

You will be responsible for any discrepancy on account of e way bill resulting in loss of GST credit / any actions by government authorities and shall indemnify Vishvaraj Environment Private Limited and it#s representatives against any such

NOTAPPROVED