

## WORK ORDER

Vishvaraj Environment Private Limited 11th Floor Maker Chamber-VI,220 Nariman Point Mumbai 400021 Maharashtra	PR No : 4000000388 PR Date : 04.11.2022 PO No: 4000000035 PO Date: 18.11.2022 Outline Agreement No : Outline Agreement Date : Reference Doc No. & Date: &
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<b>Vendor Name and Address:</b>	
Vendor Code: 100000106 EXOSYS NA-983/205 AT-MANPUR PEHANI NEAR NEW MANPUR GAYA GAYA GAYA 823003 Bihar	GST : 10CASPA0396P1Z PAN : CASPA0396P Mobile : Email : sales@exosys.co.in

<b>Delivery Address:</b> Vishvaraj Environment Private Limited PCMC-EPC PLOT NO.50 OUT OF SECTOR NO.25,PRADHIKARAN, NIGDI,PUNE Pune 411044 Maharashtra GST No.: 27AADCV0032H1ZO                      PAN : AADCV0032H	<b>Billing Address:</b> Vishvaraj Environment Private Limited PCMC-EPC PLOT NO.50 OUT OF SECTOR NO.25,PRADHIKARAN, NIGDI,PUNE Pune 411044 Maharashtra GST No.: 27AADCV0032H1ZO                      PAN : AADCV0032H
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Dear Sir, Please supply/provide the following materials/services in accordance with terms conditions printed along with this order.

Sr. No.	Item code & Descriptions	Del. Date	Qty	Unit	Rate	Discount	Value INR
1	Kepware OPC UA  4600000001  KEPWARE OPC UA  Kepware Modbus Suite (Part No.: KWPMDBUS0 -PRD) With 1 Year Support & Maintenance Agreement (Part No.: KWM-MDBUS0- ATT) License Type: Perpetual  HSN CODE -  TAX CODE - I3-Input - IGST 18%	21.11.2022	1	NOS	121,000	0	121,000
				IGST	18.00		21780.00

Payment Terms: 7 DAYS CREDIT  Inco-Terms: Amount : One Lakh Forty Two Thousand Seven Hundred Eighty Rupees Only	Basic Amount :            121000.00 Freight Amount :        0.00 GST Amount :            21780.00 Total Amount: :        142780.00
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01. Country of Origin	<input type="checkbox"/>	02. Site Receipt Report	<input type="checkbox"/>	03. Insurance Certificate	<input type="checkbox"/>
04. Lorry Receipt	<input type="checkbox"/>	05. Test Certificate	<input type="checkbox"/>	06. Guarantee/Warranty Certificate	<input type="checkbox"/>
07. Transporter Invoices	<input type="checkbox"/>	08. Inspection Report	<input type="checkbox"/>	09. Packing List	<input type="checkbox"/>
10. Transit Insurance	<input type="checkbox"/>	11. Tax Invoice	<input checked="" type="checkbox"/>	12. Eway Bill	<input type="checkbox"/>
13. Copy of Purchase Order	<input type="checkbox"/>	14. Delivery Challan	<input type="checkbox"/>	15. Weightment Slip	<input type="checkbox"/>
16. MSDS	<input type="checkbox"/>	17. Royalty Receipt	<input type="checkbox"/>	18. Operational Receipt	<input type="checkbox"/>

19. Bill of Ladding	<input type="checkbox"/>	20. JMR	<input type="checkbox"/>	21. WCC	<input type="checkbox"/>
22. Statutory Complaiance	<input type="checkbox"/>				

- 1.Price: The order will be treated as unit rate contract as per BOQ rates.  
Prices are Firm and fix basis and shall not change during the course of execution of this Work Order and the above total basic contract value shall be inclusive of all applicable duties, cess, any other statutory taxes of manpower and materials.
- 2.Quality of Work: Quality is the essence of the Work Order. Contractor will carry out the works as per the specifications, drawings and as per the directions of Engineer In charge of VEPL. Contractor have to work as per approved and accepted methodology and having a standard workmanship manner. Bad quality of work will have to be rectified without any additional payment to the Contractor. Contractor will be fully responsible for good quality work as per the specifications of the VEPL/client till the end of defect liability period. No quality variation is allowed.
- 3.Utility Damages & its repair: Contractor to ensure to restore all the utilities damaged by them while execution on same day of damages on immediate basis (Example Telephone line, OFC, house/buildings, personal property, sewage line, existing water pipelines, Electrical cables, any construction work etc.). All cost/expenses incurred for such repair of utilities shall be in the scope of Contractor.
- 4.Insurance: Contractor shall arrange for the insurance of their manpower, tools & equipment in use at site, along with that of labours during the execution of work at VEPL site. Contractor shall also be responsible for third party liability for his equipment(s) & manpower. Contractor shall be responsible for all the risks & consequences for gross negligence on his part.
- 5.GST & TDS :  
GST shall be paid extra as applicable. TDS shall be deducted at source as applicable and TDS deduction certificate will be issued. Payment of GST is subject to necessary GST compliances by Contractor. In case ITC of GST becomes ineligible to VEPL due to non-compliances by Contractor, same will not be payable to Contractor and in case already paid, same will be recoverable from Contractor / adjusted against any dues to Contractor.
- 6.Contract Security Guarantee (CPBG): Not Applicable.
- 7.Mobilization Time: Not Applicable.
- 8.Work completion schedule: Not Applicable
- 9.Liquidated Damages: Not Applicable
- 10.Payment Term: Measurements as per the agreed billing schedule shall be certified by Project Manager (PM) with JMR (Joint Measurement Report). It's mandatory to submit photocopies of JMR with each RA Bill duly signed by Contractors representative and PM.  
(A)100% payment against bill submission will be released within 07 days of submission of Bill to VEPL Project In charge/HOD duly approved and certified by VEPL Project In-charge/HOD.
- 11.Defect Liability Period: The Contractor warrants the quality of the Works under the Scope of Works for a period of 12 months from the date of certifications of final bill, against defective material, poor workmanship. In case the Works show any defect arising out of defective material, and/or poor workmanship during the warranty period, the Contractor shall take immediate step for rectification within 7 days of observance of such defect, free of all cost. Contractor shall provide Support & Maintenance for 1 year.
- 12.Watch & Ward: The Contractor shall provide his own watch and ward service for security of his materials, plants & equipment's.
- 13.Labour Laws: Contractor is required to implement all labour laws of the State, Central Government and Local authorities as applicable in the place of work. Contractor will be responsible for the timely payment of wages/benefits to their employees as per the provisions of the act as applicable. All records to be maintained under these laws shall be maintained by Contractor and produced to the concerned authorities as and when directed to do so. No extra payment will be made to comply with these labour laws by VEPL. Contractor shall maintain attendance register for all workmen & shall obtain certification of monthly wages sheet from our time office. VEPL shall be indemnified against payments/damages that may result on account of non-compliance of the above by Contractor.
- 14.CONTRACTOR'S SCOPE OF WORK AND MATERIAL: All materials for the works including the tools and tackles, equipment and manpower necessary would be provided by Contractor within the unit rates agreed and adequacy of the same shall be ensured at all times during the period of this Work Order. Plant/equipment, tools and tackles, manpower shall not be removed/dispatched/demobilized from the site without prior permission
- 15.INSPECTION, SUPERVISION AND TEST: VEPL / Consultant of VEPL / any nominated third party inspection agency shall have the right

of inspection and supervision of the process adopted by the Contractor for the execution of the works at various stages. In case the job process adopted is not found suitable and commensurate with the desired parameters, the Contractor will be advised to adopt the correct process which will be binding on the Contractor. VEPL's decision regarding the quality of work and its acceptability shall be final and binding on the Contractor.

**16.CODE OF CONDUCT:** If any person(s) of Contractor is found involved in activities which are not ethical like bribing or malpractices, moral turpitude during the execution of WO, in such a situation, VEPL shall have the discretion of penalizing such person(s) and/or ask the Contractor to make suitable replacement without upsetting completion schedule and quality of Works and also such activities shall entitle VEPL to terminate this Work Order.

If Contractor / Vendor fails to complete the Service within the stipulated completion time period OR if completed the service within stipulated completion period but not found as per desired specification & quality, VEPL reserves the right to get this service completed from alternative sources at the Contractor's risk, responsibility and cost. Any extra cost incurred to get the service completed from alternative source will be recovered from Contractor, if necessary by due legal process.

**17.Contractor's Liability Not Limited By Sub-Contractors:** Notwithstanding any subletting with such approval as aforesaid and notwithstanding that the Project Manager shall have received copies of any sub-contracts, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the Work Order in all respects and in such subletting or sub-contracting had not taken place and as if such work has been done directly by the Contractor.

**18.Materials and Workmanship:** The materials, design and workmanship shall satisfy the latest revisions of relevant Indian Standards or the specifications provided by VEPL in charge, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the Work Order shall not relieve him from any risks or liabilities or the entire responsibility of completion of the works at the scheduled rates and time in strict accordance with the Work Order documents.

No verbal agreement or inference from conversation with any officer or employee of the VEPL either before or after the execution of the Work Order shall in any way affect or modify any of the terms of obligations herein contained.

**19.Rates To Cover Royalties, Rents And Claims:** The rates shall be deemed to include and cover the cost if any of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials, or whatsoever kind for the works and shall include an indemnity to the VEPL which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use of the works of any such articles, processes or materials. Octroy or other municipal or local board charges if levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.

**20.INTELLECTUAL PROPERTY RIGHTS:** Contractor shall warrant that service given by them do not infringe any design, Patent or trademark of any third party & in event of any claim, loss or damage suffered by the VEPL or any infringement action being taken against the VEPL by third party, the same shall be detended at contractor's cost & contractor undertakes to indemnify VEPL for any such loss or damage.

**21.INDEMNITY:** Contractor shall indemnify, defend & hold harmless VEPL & VEPL's affiliated corporation & their officers, directors, employees & agent against & in respect to any & all claims, demands, losses, cost, deficiencies, including interest, penalties & reasonable attorneys' fee arising as a result of or in connection with any breach of Contractor, or failure by Contractor to perform, any of its representation warranties undertakings or other obligation under this agreement, any claim, should, injuction or other relief arising out of any claim that the goods are any process, technique, or mean of manufacturer adopted by Contractor with respect to the goods infringes or violated any IPR. Such indemnification shall survive the expiration of termination of this agreement.

**22.CONFIDENTIALITY:** All drawings tools and samples provided by VEPL to Contractor for executing this order shall be our exclusive property & shall be returned to company (VEPL) immediately on completion of this order. All tools will be maintained by you & in the event of damage or loss Supplier shall make good the same. Under no circumstances you shall disclose to third party(ies) the information contained in our drawings / specifications without prior consent in writing.

**23.SAFETY/HYGIENE:**

i)All safety PPE should be provided by the Contractor to their workmen. Contractor shall abide by the standards of safety, Cleanliness, housekeeping from time to time and shall follow Hygiene norms prevalent in VEPL and as per guidance from VEPL site in-charge/engineer.

ii)Contractor's Staff, Workers & Labors will not be allowed from the plant gate without Safety Helmets & Safety Shoes.

**24.FORCE MAJEURE:** The term "Force Majeure" as employed herein shall mean Acts of God, War, Riots, Revolt, Fire, Flood and Acts and Regulations of respective Governments of the two parties, namely the VEPL and the Contractor.

i)In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them

under the Work Order, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.

ii) Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing within 72 hours (Seventy-two hours) of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

25. STATUTORY REQUIREMENTS: Statutory compliances towards labour work is in the scope of Contractor (If Applicable). Related compliance documents like labour license, PF Challans, ESIC Challans, muster rolls & other related statutory compliances as per requirement of VEPL. Same shall be ensured & submitted by Contractor along with each RA Bills. If, statutory compliances are not fulfilled by Contractor, then RA Bills will not be accepted. Contractor has to submit the authentic copy of following before commencement of work at site:

- i) Applicable Workmen's Compensation Insurance (WCI) policy (to be taken from any General Insurance Co.), of adequate value commensurate with risk involved in the job
- ii) License for Labour Laws (as per Labour Contract Act of State/Central Govt., as applicable) and compliance under this Act.
- iii) Statutory compliance under Provident Fund (PF) Act and ESI if and as applicable.
- iv) Statutory compliance under Minimum wages Act (State / Central Govt. as applicable).
- v) Statutory compliance under Payment of Wages Act.
- vi) Child Labour is strictly prohibited under Labour laws & contractor shall not employ any child labour.

26. ARBITRATION: All disputes arising out of this work order failing amicable settlement at site shall be referred to the VEPL and the decision is final and binding both parties. In case it fails, the dispute shall be referred to the arbitration and arbitration shall be conducted as per Arbitration and Conciliation Act 1996 as amended from time to time. The Arbitral Tribunal shall be sole arbitrator and shall appointed by both parties. The place of the arbitration shall be Nagpur.

27. CIVIL JURISDICTION: This Contract shall be governed by and interpreted in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the Courts of Nagpur.

28. Suspension: VEPL may at any time, by notice to the Contractor, suspend performance of the work for such time as it deems appropriate. Upon receiving notice of suspension, Contractor shall promptly suspend work to the extent specified, properly caring for and protecting all/any work in progress the Contractor has on hand for performance. VEPL may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. The Contractor shall resume diligent performance on the specified effective date of withdrawal

29. TERMINATION: In case of poor progress of Contractor's work affecting VEPL performance with client and/or if the Quality of Contractor's work falls below the expected standards or Contractor fail to perform any of its obligation; in such cases, VEPL reserve the right to terminate Contractor's Operation, fully or partly. Payment on such a contingency shall be made to Contractor for the actual work done at that stage. On such occasions, decision of VEPL representative shall be final.

30. RISK PURCHASE: If Contractor fails to complete the Service within the stipulated completion time period or, if completed the service within stipulated completion period but not found as per desired specification & quality, VEPL reserves the right to get this service completed from alternative sources at the contractor's risk, responsibility and cost. Any extra cost incurred to get the service completed from alternative source will be recovered from Contractor / Vendor, if necessary by due legal process.

## **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 COMPLAINE**

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, at frequency, 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. Goodwill 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 be adequately 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 its representatives against any such

"This Purchase Order is electronically generated. Hence does not require authorisation signature."