

## WORK ORDER

Vishvaraj Environment Limited 11th Floor Maker Chamber-VI,220 Nariman Point Mumbai 400021 Maharashtra	PR No : 4000006472 PR Release Date : 22.09.2025 PO No: 4000006511 PO Date: 22.09.2025 Outline Agreement No : Outline Agreement Date : Reference Doc No. & Date: &	Version No. - 1 Version Date - 25.09.2025
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<b>Vendor Name and Address:</b> Vendor Code: 700001727 AMPERE ELECTRICALS KHATA NO-1056 NEAR SALETAX SQUARE PLOT NO-2910/3208 BAIDYANATH NAGAR BERHAMPUR 760010 Orissa	GST : 21AOTPC9958A1ZW PAN : AOTPC9958A Mobile : 8688386229 Email : ampereelectricals@outlook.com
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<b>Delivery Address:</b> Vishvaraj Environment Limited Baranagar 1 O&M Executive Engineer, Megalift project Division,ONG IRRIGATIN COLONY, SONEPUR 767017 Orissa GST No.: 21AADCV0032H1Z0	<b>Billing Address:</b> Vishvaraj Environment Limited DOWR-OD-CL-15-O&M Executive Engineer, Megalift project Division,,ONG IRRIGATIN COLONY, SONEPUR 767017 Orissa GST No.: 21AADCV0032H1Z0
PAN : AADCV0032H	PAN : AADCV0032H

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	O&M Manpower service  4300000602  O & M Service  Cluster 15 site.O<(>&<)>M Period: Year 1(August 25 to March 26)  HSN CODE -  TAX CODE - V3-Input - CGST 9% + SGST 9%	04.04.2026	8	MON	2,311,967	0	18,495,736

Payment Terms: Pay immediately w/o deduction  Inco-Terms: FOR CLUSTER 15 Amount : Two Crore Eighteen Lakh Twenty Four Thousand Nine Hundred Sixty Eight Rupees Forty Eight Paise Only	Basic Amount : 18495736.00 Freight Amount : GST Amount : 3329232.48 Total Amount: : 21824968.48
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<b>01. Country of Origin</b>	<input type="checkbox"/>	<b>02. Site Receipt Report</b>	<input type="checkbox"/>	<b>03. Insurance Certificate</b>	<input type="checkbox"/>
<b>04. Lorry Receipt</b>	<input type="checkbox"/>	<b>05. Test Certificate</b>	<input type="checkbox"/>	<b>06. Guarantee/Warranty Certificate</b>	<input type="checkbox"/>
<b>07. Transporter Invoices</b>	<input type="checkbox"/>	<b>08. Inspection Report</b>	<input type="checkbox"/>	<b>09. Packing List</b>	<input type="checkbox"/>
<b>10. Transit Insurance</b>	<input type="checkbox"/>	<b>11. Tax Invoice</b>	<input checked="" type="checkbox"/>	<b>12. Eway Bill</b>	<input type="checkbox"/>
<b>13. Copy of Purchase Order</b>	<input type="checkbox"/>	<b>14. Delivery Challan</b>	<input type="checkbox"/>	<b>15. Weightment Slip</b>	<input type="checkbox"/>
<b>16. MSDS</b>	<input type="checkbox"/>	<b>17. Royalty Receipt</b>	<input type="checkbox"/>	<b>18. Operational Receipt</b>	<input type="checkbox"/>

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

This Work Order is in line with the Subcontract Agreement made on 13th August 2025, between Vishvaraj Environment Limited (hereinafter referred to as "Main Contractor" or "VEL") having its registered office at Maker Chambers-VI, 11th Floor, office No. 116A, Nariman point, Mumbai-400021 and Ampere Electricals (hereinafter referred to as "Subcontractor") its registered office at : Baidyanath Nagar 1st lane, Near sale tax office, Berhampur - 760010, Odisha. collectively referred to as the "Parties," in connection with the "Office of the chief Engineer Megalift, Bhubaneshwar (Government of Odisha department of water resources) Cluster 15.

1. Main Contract: "Main Contract" means the bid document Tender of the Employer based on which Work Order has been awarded by Odisha Government to VEL.

2. Employer: Government of Odisha department of water resources (Office of the chief Engineer Megalift, Bhubaneshwar)

3. Main Contractor: Vishvaraj Environment Limited

4. Subcontractor: M/s Ampere Electricals

5. Subcontract Value: Rs 32,26,00,000 /-(INR Thirty Two Crore Twenty Six Lakhs Only) inclusive of Labour cess and exclusive of GST for 10 Years O&M, starting from 05th August 2025 as follows:

SI No	Year	Monthly	Year
1	Year 1	23,11,967	2,77,43,600
2	Year 2	23,38,850	2,80,66,200
3	Year 3	23,79,175	2,85,50,100
4	Year 4	24,06,058	2,88,72,700
5	Year 5	24,46,383	2,93,56,600
6	Year 6	24,86,708	2,98,40,500
7	Year 7	25,67,358	3,08,08,300
8	Year 8	29,57,167	3,54,86,000
9	Year 9	32,26,000	3,87,12,000
10	Year 10	37,63,667	4,51,64,000
TOTAL		32,26,00,000	

6. Tenure of Contract – 120 Months (10 Years).

Start Date –05th August 2025.

#### 7. Scope of Work:

The scope of work shall be "As per enclosed agreement"

The work shall be executed as per terms, conditions, specifications stipulated in the Main contract between M/s VEL & the Employer. Please refer all the terms and conditions as per the enclosed subcontract agreement.

The Main Contract shall be part and parcel of this subcontract Agreement and whenever not mentioned subsequently, all the provisions of the Main Contract scope, responsibility, risk, taxes, and liabilities shall be binding on Subcontractor. The subcontractor will also be responsible for all the statutory compliances required as per Main Contract.

Any extension/reduction in the contract period by Odisha Government will be applicable to the subcontractor.

#### Work Exclusion.

- 1) Painting of civil structures
- 2) Any single spare of value more than Rs. 10000/-
- 3) Insurance of assets and manpower
- 4) Client billing.

#### 8. Work Performance:

The Subcontractor shall be responsible for preparation, submission and approval of the Completion Plan for the Subcontract Works.

The subcontractor agrees to mobilize manpower, plant,

machineries & equipment in adequate numbers as may be mentioned in the Main Contract or necessary in view of "Main Contractor and/ or "Employer".

Notwithstanding other obligations, it is the entire responsibility of the Subcontractor for the successful performance and operation of his scope of work as per provisions laid in Main Contract.

#### 9. No Subcontracting:

As per the terms of this Agreement, the Subcontractor, is strictly prohibited from subcontracting the entire scope of the Subcontract Works to any third party. Furthermore, the Subcontractor is also expressly restricted from subcontracting any portion of the Subcontract Works to any other entity without obtaining the prior written consent of the Main Contractor. The Subcontractor is

obligated to perform the designated Subcontract Works using its own resources, expertise, and personnel, and is not allowed to delegate or transfer its obligations to any other party. This non-subcontracting clause ensures that the Subcontractor retains full responsibility and accountability for the satisfactory execution of the Subcontract Works, as agreed upon in this Agreement.

#### 10. Monitoring:

A designated representative from the main contractor "Project Manager" will serve as the "VEL Representative," overseeing all aspects of the scope of work, participating in client meetings, and offering insights to ensure the smooth execution of operations. Subcontractor shall cooperate with the Project Manager and provide all the MIS and other reports as asked by the Project Manager at a frequency decided by Project Manager. Project Manager will carry out the testing of the quality parameters from a Laboratory and the Sub-contractor will have to comply with his instructions which may involve repairs, replacements or change in operations so as to comply with the contractual obligations. Subcontractor is obliged to provide all information and execute instructions of the Project Manager.

#### 11. Manpower Requirement:

Contractor shall provide manpower, both skilled & unskilled, of requisite qualification and experience as required to operate and maintain the "the Project".

Minimum manpower shall be maintained as per Annexure – I, (Tender Abstract).

Project Manager will review attendance biometric machines at the required points and all the manpower of Subcontractor will have to punch in-time and out-time in biometric machine. Project Manager and subcontractor shall review attendance data as per agreed schedule and Subcontractor will agree to suggestions by Project Manager related with the disciplinary actions including replacement of manpower in case of irregularity or inefficient working of the manpower.

#### 12. Bill of Quantity & Rate:

The Quantities as mentioned in Annexure-1 are liable to be executed by the subcontractor.

The quantities certified by Odisha Government & the payment received from Odisha Government shall be certified to the subcontractor on proportionate basis.

The rates agreed by the Subcontractor includes Subcontractor margins/ profits, marketing expenses, Overheads, and all such expenses that Subcontractor may incur while executing its Scope of Work.

The Quantities as mentioned in Annexure-1 are liable to change as per mutual discussion between the parties.

**13. Mobilization Advance:** The Parties hereby agree that no Mobilization advance shall be paid to the Subcontractor for the execution of the Subcontract Works. The Subcontractor acknowledges and accepts that its mobilization costs and expenses shall be borne solely by the Subcontractor, and it shall arrange for all necessary resources, materials, equipment, and personnel required to commence and complete the Subcontract Works.

#### 14. Security Deposit:

As per enclosed subcontract agreement.

#### 15. No Performance Security/ Performance Bank Guarantee:

As per enclosed subcontract agreement.

#### 16. Payment Terms:

Payment to Subcontractor by Main Contractor shall be disbursed within 07 working days following the receipt of the corresponding payment from the Employer.

Subcontractor shall submit all invoices on monthly basis.

Preparing the bills, submission of bills, certification of bills from the Odisha Government & receiving the payment from the Odisha Government is the responsibility of the subcontractor. Any miscellaneous & marketing expenses with Odisha Government shall be borne by the subcontractor.

The principal responsibility for certification of the RA Bills and pursuing the release of payments shall rest with Subcontractor.

#### 17. Statutory Compliances

The Sub-Contractor is responsible for ensuring compliance with all safety regulations, labor laws, and internal disciplinary procedures established by the Corporation. The Sub- Contractor

must fulfill all his liabilities related with PF/ESIC and any such compliances and submit copies of ESIC and PF documentation along with attendance records when submitting the bill. If these statutory compliance documents are not provided, 10% of the billed amount or the actual liability cost, whichever is higher, will be withheld until the documents are submitted. All the liabilities arising in this regards will be solely born by the Subcontractor.

#### 18. Price Variation/ Escalation:

The Subcontract rate quoted/ mentioned in this Agreement is firm and fixed during the period of execution. No escalation will be provided under any circumstances.

#### 19. Non-Performance:

In case, the Subcontractor does not mobilize adequately, or does not commence the work, or does not progress satisfactorily, or

abandons the work, or does not maintain quality of work or neglect or does not comply with instructions, or do not make payments to their workmen, do not comply and observe statutory laws of the place of work as laid down in the Main Contract, Main Contractor reserves the rights to take actions as per provision/s laid down in the Main Contracts.

In the event of Non-Performance as laid down above, even if Employer does not initiate action against Main Contractor, Main Contractor reserves the right to apply the following remedies as mentioned below after escalating the cause to Subcontractor's management and in case the issues still remain unresolved for a period of 15 days from issue of notice by main contractor.

i) Reduce the Scope of Work.

ii) Retain subcontractor's manpower, plant, equipment & material and use them for carrying out the work at the risk and cost of subcontractor.

iii) Execute the balance work mutatis-mutandis to subcontractor in full or part (including any rectification in work already executed by Subcontractor) either on its own or through any other agency at the risk and cost of the Subcontractor.

iv) Termination of this Subcontract Agreement.

v) Recover all losses from Retention deposit and/ or any monies becoming due to Subcontractor.

vi) Any other method as appropriate for due performance.

Further to the aforesaid measure Subcontractor shall indemnify Main Contractor against any Non-performance on its part and the remedial action thereof.

In case of termination due to Non-performance Subcontractor shall indemnify Main Contractor all defects of the works executed till date of termination up to defect liability period as mentioned in the Main Contract.

## 20. Liquidated Damages:

It is the sole responsibility of the subcontractor to achieve and maintain the desired performance parameters as outlined in the Main Contract failing which, Liquidated Damages, if any levied by the Employer will be passed on to the subcontractor and the same are liable to deducted from Subcontractor's RA Bills.

## 21. Effectiveness:

The establishment of the relationship between the Parties for the aforementioned project will occur exclusively subsequent to the signing of this Sub-Contract Agreement.

## 22. Insurance:

The Subcontractor shall procure all the insurances required as per Main Contract. Subcontractor shall insure their manpower & equipment on their own and provide Main Contractor with valid policies.

## 23. Priority of Documents

The documents forming this contract are to be taken as mutually explanatory to each other. For the purpose of interpretation, the priority of the documents shall be in accordance with following sequence:

a) This Subcontract Agreement.

b) Order of precedence set out in "Main Contract" or any other document including amendments/ Govt. Order which are part of the Main Contract.

In case of any conflicts between the Main Contract & this Sub Contract Agreement on applicability of clauses & its contents as a whole or part, the Sub Contract Agreement shall prevail.

## 24. Non-exclusivity:

The Parties acknowledge and agree that this Agreement is non-exclusive in nature. The Subcontractor understands that it does not hold exclusive rights or privileges to provide the Subcontract Works for the Project, or any other services related to the Project.

The Main Contractor reserves the right to engage with multiple subcontractors, vendors, or contractors to fulfill the requirements of the Project or similar projects. The Subcontractor acknowledges that its participation in this Agreement does not restrict the Main Contractor from entering into agreements with other entities to perform comparable services or supply related goods.

## 25. Termination:

This Agreement may be terminated under the following circumstances:

**Material Breach:** If either Party commits a material breach of any provision of this Agreement and fails to rectify the breach within 7 days of receiving written notice from the non-breaching Party, the non-breaching Party may terminate this Agreement immediately upon written notice.

**24.2. For Non-Performance of this Subcontract and obligation by Subcontractor as mentioned in clause no. 18 of this Agreement.**

**24.3. Insolvency or Bankruptcy:** If either Party becomes insolvent, files for bankruptcy, or is unable to meet its financial obligations, the other Party may terminate this Agreement without notice.

Upon termination, all rights and obligations of the Parties under this Agreement shall cease, except for any provisions that, by their nature, should survive termination.

## 26. Dispute Resolution

Any dispute or disputes arising out of or in connection with this Agreement shall first be attempted to be settled amicably through mutual discussions between the authorized representatives of both Parties. In the event that such attempts at amicable resolution fail, the dispute/disputes shall be referred to an Arbitration panel consisting of three arbitrators. Each Party shall appoint one arbitrator,

and these two arbitrators shall then jointly select a third arbitrator to act as the presiding arbitrator.

The award made by the tribunal of arbitrators shall be considered final and binding upon both Parties. The arbitration proceedings shall be governed by the provisions of the Arbitration & Conciliation Act, 1996, and any amendments thereof. The venue and seat of arbitration shall be Mumbai, Maharashtra. Cost of Arbitration shall be shared between the parties equally.

#### 27. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mumbai.

## **CODE OF CONDUCT**

1. You Are Expected To Comply With All Applicable Laws, Regulations And Dealings With Vishvaraj Environment 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 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 Limited Including Safety And All Applicable Quality Requirements.
5. Please Avoid Presenting Gifts, Money, Services Or Favours To Vishvaraj Environment 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 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 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 Limited representative.

### **3. STATUTORY COMPLAINECE**

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 Limited work place.

### **5. GST REGISTRATION NO.**

GST numbers of Vishvaraj Environment 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 Limited is unable to avail sales tax credit, in that case Vishvaraj Environment 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 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 Limited and its representatives against any such loss

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