



Xeon Waste Managers Pvt. Ltd.

Unit No. 306, T3, Kohinoor World Towers, Opp. Empire Estate,
Old Pune - Mumbai Highway, Pimpri P F, Pune, Pin - 411018
State Code - 27, State : Maharashtra, Country : India
Website : www.blueplanet.asia, Email :
sales.bpb@blue-planet.com
GST No : 27AAACX3223D1ZQ, PAN No : AAACX3223D



WORK ORDER

From, Xeon Waste Managers Pvt. Ltd. Unit No. 306, T3, Kohinoor World Towers, Opp. Empire Estate, Old Pune - Mumbai Highway, Pimpri P F, Pune - 411018	PO Date : 07/04/2025 PO No : 25-26/XWM/3 GST No : 27AAACX3223D1ZQ
To, Name : APEX INDUSTRIES Address : Survey No.74, Samruddhi Niwas, Sai Hospital Road, Pune - 411015, Maharashtra, India GSTN No : 27AOYPR6860D1Z7 PAN No : AOYPR6860D	Contact Person : Devendra Zadge Contact No : 8446673141 Project Code : PC 40 JSW (BPB-PR-EB-40) Ref. No : 24-25BPB81 Quotation No : Quotation Date : 07/04/2025
Kind. Attend : Mr. Rahane Contact No : 9175415117	Work Location : Unit No. 306, T3, Kohinoor World Towers, Opp. Empire Estate, Old Pune - Mumbai Highway, Pimpri P F, Pune

Subject :

Refer to your quotation and the subsequent discussion you had with us, we are placing the purchase order as per the below given details and terms & conditions. You are requested to sign as accepted a copy of the said purchase order and deliver it at the aforementioned address.

1. General terms and specifications as per PART A
2. Price Schedule and Payment Terms & conditions as per PART B
3. Specific Terms & Conditions as per PART C

PART A

1. DEFINITION-

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

A The "**Purchase**" Shall mean M/S **Xeon Waste Managers Pvt. Ltd.** Incorporated Under Act 1956 With its Unit No. 306, T3, Kohinoor World Towers, Opp. Empire Estate, Old Pune - Mumbai Highway, Pimpri P F, Pune - 411018, Maharashtra, India. The billing Would be would be **Xeon Waste Managers Pvt. Ltd.** The expression shall include its successors and assign. It may also be referred to as XWM

B The "**Rate Order / Work Order**" shall mean and include the general conditions, specific conditions if any, specifications, schedules, delivery, schedules of prices and quantities, any special conditions applicable to a particular Rate Order including subsequent amendment mutually agreed upon in writing.

C The "**Specification**" shall mean the specifications contained in the Enquiry including any subsequent modifications thereof and the drawings, schedules etc. attached there to, if any.

D "**Approved**" means approved in writing including subsequent written confirmation of previous verbal approval and Approval means approval in writing as stated above.

PART B (CONTRACT VALUE)

Sr No.	Item Description	HSN Code	Delivery Date	Qty	UOM	Rate (INR)	Disc %	Amount (INR)
1	BP-SE-FAB-0003 FABRICATION OF H2s SCRUBER WITH MOISTURE TRAP		07/04/2025	1.00	NOS	15,000.00	0.00	15,000.00

PART B (CONTRACT VALUE)								
Sr No.	Item Description	HSN Code	Delivery Date	Qty	UOM	Rate (INR)	Disc %	Amount (INR)
	H2S SCRUBBER WITH MOISTURE TRAP Drawing No:PC-40-EQD-501 Rate are same as per previous PO PO No: XWM/WO/115/24-25 Date: 21.10.2024							
Total Product Qty				1.00	PO Basic Value :		15,000.00	
					CGST @ 9%		1,350.00	
					SGST @ 9%		1,350.00	
INR : SEVENTEEN THOUSAND SEVEN HUNDRED ONLY				Total PO Value (INR) :		17,700.00		

PART C

- 1 SCOPE** :
- 2 TERMS AND PAYMENT** :
- 3 Price Basis** : Ex Works
- 4 TERMS AND CONDITIONS** : Transporter will complete work in stipulated time period.
- 5 Packing & Forwarding** : Is In Vendor Scope
- 6 Inspection** : Inspection reports will be provided by Vendor
- 7 Delivery** : Parties hereto agree that the timely completion of work per schedule as stipulated in Rate Order shall be a crucial requirement of the Order. If Contractor fails to complete work within the time period stipulated in the contract it shall be lawful for Purchaser to recover Liquidated Damages without prejudice to any other rights and / or remedies available to Purchaser.
- 8 Documents** : You will submit following documents
a)As per fire department guidelines to be completed all the work & submit the final NOC certificate under the moderate Hazard, we will support all the documents & actual charges
b) Test Certificate of bought out items
c)Warranty Certificate.
d)Packing list
e)Delivery Challan and Invoice
- 9 Standards Specifications** : The Material will be as per the relevant IS standards or equivalent as applicable.
- 10 Penalty** : Time being essence of the order you will supply goods within stipulated time frame. Any delay beyond stipulated delivery period, Liquidated Damages (LD) @ 0.5 % of PO value per Day will be levied after 1 week of stipulated delivery period
- 11 Important Instructions** : The goods you will be supplying under this WO would be as per technical specifications submitted by you and approved by Xeon Waste Managers Private Limited. In case of any deviations in the same, you would be rectifying the same without any extra cost.
- 12 Representations and Warranties** : Each party represents and warrants to the other party that10.1.It has conducted its business in compliance with applicable laws prevailing in the country, and no notice has been received by it from any governmental authority alleging any non-compliance in this regard;10.2.It is an independent and separate legal entity;10.3.It has proper knowledge, expertise and resources, to provide the agreed services;10.4.It has all requisite power and authority to execute, deliver and perform its obligations under this agreement, and further, that it has been fully authorized by all requisite corporate actions to do so;10.5.The execution and performance of this agreement do not and shall not violate any provision of any existing arrangement, law, rule, regulation, order, or judicial pronouncement;10.6.It has Conducted its business in compliance with applicable anti-bribery and anti-corruption laws, and no notice has been received by either party from any governmental authority alleging any non-compliance in this regard;10.7.It has not at any time authorized any payments or benefits:
(i) to or for the use or benefit of any government official; (ii) to any other person either for an advance or reimbursement, if it knows or has reason to know that any part of such payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for payments previously made, to any government official; or (iii) to any other person to secure other improper advantages, the payment of which would violate applicable anti-bribery and anti-corruption laws.

13 Confidentiality	<p>: 11.1. Vendor agrees to hold all Information in confidence and not to, directly or indirectly, disclose, use, copy, publish, summarize, or remove from Client's premises any Information (or remove from the Designated Site or from any other property of Client), except (i) during the Agreement to the extent authorized and necessary to carry out Vendor's responsibilities under this Agreement, and (ii) after the termination of the freelancing relationship, only as specifically authorized in writing by Client. Notwithstanding the foregoing, such restrictions shall not apply to (a) information which Vendor can show was rightfully in Vendor's possession at the time of disclosure by Client; (b) information which Vendor can show was received from a third party who lawfully developed the information independently of Client or obtained such information from Client under conditions which did not require that it be held in confidence; or (c) information which, at the time of disclosure, is generally available to the public; 11.2. Both the Parties mutually undertake not to divulge any information in connection with the agreement being agreed herein, to any third party, except as may be necessary in the course of fulfilling mutual responsibilities under this Purchase Order. Both the parties agree to maintain complete confidentiality with regard to the subject matter of this Purchase Order and the terms of their business arrangement and shall only disclose necessary details of the Agreement, which may be required to be disclosed under the applicable laws. The provision of confidentiality is binding and shall survive the termination of this Purchase Order till a period of 3 (Three) years. 11.3. Upon the termination of this Agreement, the Vendor shall upon the request by the Client promptly deliver to the Client all the information disclosed at the Effective Date, and during the term of the Agreement, (all drawings, blueprints, manuals, specification documents, documentation, source or object codes, tape discs, and any other storage media, letters, notes, notebooks, reports, flowcharts, and all other materials) in its possession or under its control relating to the Proprietary Information and/or Services, as well as all information belonging to Client which is then in the Receiving Party's possession or under its control.</p>
14 IPR	<p>: All intellectual property rights of Client, including but not limited to patents, copyrights, trademarks, trade secrets, and any other proprietary information developed, created, or utilized in connection with this Agreement shall remain the exclusive property of Client</p>
15 Indemnity	<p>: The Vendor shall indemnify and hold harmless Client, its promoters, officers, directors, employees, affiliates, agents, sub-contractors, and other representatives from any direct claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) arising out of or in connection with (i) infringement of intellectual property rights of Client by the Vendor; (ii) infringement of third party intellectual property rights by the Vendor; (iii) violation of any applicable laws and statutory obligations by the Vendor; (iv) gross negligence and/or misconduct by the Vendor; (v) breach of any obligation, terms, representation, warranties, and covenants under this Agreement; (vi) breach of confidentiality obligations under this Agreement; (vii) any employment related claims from Vendor's Personnel.</p>
16 Limitation of Liability	<p>: In no event, Client shall be liable to the Vendor, whether in contract, tort (including negligence) or otherwise for any loss of goodwill, any loss of business, profits or revenue, loss of operation time, increased costs or wasted expenditure, damages of any kind including special, indirect, incidental, consequential, punitive, exemplary, or tort damages arising out of or relating to this Agreement</p>
17 Binding Nature	<p>: Upon acceptance and acknowledgment of this Purchase Order under your countersignatures, it shall become a binding contract for both XWMPL and you, and any money advanced or paid as per this Purchase Order shall become recoverable under the applicable provisions of The Indian Contract Act, 1872 and further, all other terms and conditions of this Purchase Order shall always be read, understood, interpreted, and enforced as per the provisions of The Indian Contract Act, 1872 or any other applicable</p>
18 FORCE MAJEURE	<p>: If at any time, during the continuance of the Order / Contract, performance in whole or in part by Contractor of any obligations under this Order/Contract shall be prevented or delayed by reason beyond control of parties like war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, floods, epidemics, quarantine restrictions, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by Contractor to Purchaser within fifteen (15) days from the date of occurrence thereof, neither party shall, by reason of such event be entitled to terminate this Order/Contract nor shall have any claim for damages against each other in respect of non-performance and delay in performance as referred to herein above. Immediately after the event has come to an end or cease to exist, Contractor shall promptly notify Purchaser of the same and performance under the Order/Contract shall be resumed immediately. The contractual completion date referred to in paragraph (8) above shall stand extended accordingly. In the event of parties hereto not able to agree that a force majeure event has occurred, parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p>
19 Defect Liability Period / Warranty Period	<p>: Goods supplied by you will be warranted for a period of 12 months from the date of Installation at our site</p>

20 ARBITRATION	: Any dispute, controversy or claim arising out of or relating to or in connection with this Purchase Order or the breach or validity hereof shall be settled by arbitration by a Sole Arbitrator. We shall appoint a retired judge of High Court or Supreme court of India to act as sole Arbitrator. By acknowledging a copy of this PO you agree to the aforesaid method of appointment of Arbitrator. The Place of Arbitration shall be at pune. The language of the Arbitration and award shall be English. Courts in Pune alone shall have
21 Compliance with Purchaser Policies	: The Vendor shall comply with the Purchaser's ABC (Anti-Bribery and Corruption) and POSH (Prevention of Sexual Harassment) policies. This includes strictly adhering to anti-bribery and corruption guidelines and creating a safe and respectful work environment free from sexual harassment. The Vendor shall provide evidence of compliance upon request. Non-compliance may result in termination of the Work Order. The Vendor acknowledges the importance of policy adherence. This clause remains in effect beyond Work Order termination. The Vendor shall strictly Implement, adhere, and follow the Anti-Bribery and Corruption Policy as being perused and followed by the Company as provided to it from time to time and as appended to this work order and subject to which the Vendor shall undertake a periodic bribery and corruption risk assessment across its business to understand the bribery and corruption risks it faces and ensure that it has adequate procedures to address those risks. The said Risk Assessment may be reviewed by the Company from time to time. The Vendor shall also comply with the Environmental Social Governance (ESG) Policy and Environment,Health & Saftey (EHS) Policy, which is adopted and complied by the Client.The Vendor shall also provide eveidence of compliance upon the request of Client.

APEX INDUSTRIES	For, Xeon Waste Managers Pvt. Ltd.
Acknowledgment	Authorised signatory