



## Work Order

WO Date 10/10/2023

WO No. WO -BLDLLP-SBH-III-BN -2023 - 066

WO Revision 0.00

WO Revision Date 10/10/2023

To,  
**Western Enviro Solutions**

Shraddha Heritage, Ion-7, S. No.33B, Behind  
Hotel keys, Near Finolex chowk,Pimpri, Pune  
411018

Contact No : 9665958833

Email: mrkt@westernenviro.com

PAN :No: AFKPN7019P

GST No: 27AFKPN7019P1ZQ

Valid Date: 10/10/2024

Com. Date: 10/10/2023

Company Name :

**BANER LAND DEVELOPERS LLP**

**Solitaire Business Hub-III**

Solitaire World- Level-7

Opposite Regency Classic Mumbai- Bangalore

Highway-Pune -411045

Site Name : Solitaire Business Hub - III

Site Address : Solitaire Business Hub -3, Baner, Pune, Maharashtra  
411045.

PAN : AARFB8459R

GST No.: 27AARFB8459R1Z8

**Subject : Design, Supply, Installation, Testing and Commissioning of 160 KLD Sewage Treatment Plant at  
Solitaire Business Hub 03, Baner**

**Site Contact Person** Mr. Ajay Kumar Kusekar : 9860429954

**Dear Sir,**

This has reference to your offer submitted to us for Solitaire Business Hub - III project and our subsequent negotiation meetings, we are immensely pleased to confirm our intention of awarding the captioned subject work to your esteemed organization on the techno-commercial terms & conditions cum stipulations broadly depicted hereunder in the succeeding paragraphs.

Sr.No	Item Description	Qty	Unit	Rate Rs.	GST%	Amount
1	<b>Infrastructure Work STP - Electromechanical system</b> 160 KLD STP Specification :	1.00	Job	10,20,000.00	18	10,20,000.00

<p>&gt; Planning, Designing, Detailing, Supplying, Erection, Testing and Commissioning of Sewage treatment plant based on MBBR-based technology of an average flow rate of 160 cum/day for re-circulation of treated sewage /effluent for the use of flushing. The Scope of work consists of the design and execution of all electrical, mechanical, plumbing and processing, ancillary equipment and works etc required to complete, getting approval from the state pollution control board and other statutory bodies as well as from the consultant (consultant) /Client including the cost of STP building for electrical room, treated sewage storage tank etc.</p> <p>&gt; General Notes:- Contractor shall ensure submission of detailed GA drawings (Plan and Section), P &amp; I diagram, schematic diagram for the below mentioned components and additional components such as inserts, puddle flanges, vent pipes etc. if so required to complete working of the STP and got it approved by the Owner/s/ Architect / Consultants before start the installation of the same.</p> <p>&gt; Note: The rate also includes the cost of a trial run with sewage within six months from the date of handing over and the operation and maintenance of the plant for a period of one year from the expiry of the trial run period including the cost of consumables complete as specification as directed. Obtain required no. of test report of treated/raw sewer during trial run.</p> <p>&gt; Tentative raw sewage generation &amp; characteristics for designing of the plant are mentioned below. The Contractor has to make their own judgement for designing the system.  Average daily flow (cum/day) : 160 Cu. M per day  pH: 5.5 - 8.5  BOD (5 days at 20 degrees C) (mg/l): 150-400  COD (mg/l) : 250-600  Suspended solids (mg/l): 200-400  Oil &amp; grease (mg/l):20-50</p> <p>&gt; The treated effluent characteristics shall be as per local pollution control board standards. The treated effluent (indicative) shall have the following standards:-  BOD: Less than 10 Mg/l  COD: Less than 30 mg/l  Suspended solids: Less than 10 mg/l  Oil &amp; grease: Less than 10 mg/l  pH: 6.5 - 8.0  Colour-Odourless</p> <p>&gt; On the basis of the above and as per site condition the detailed drawing along with design calculation (Hydraulics, process, Structure etc.) shall be submitted for approval of the same before the start of the work The STP has to be designed and installed by the approved vendor. All the water retaining structures shall be designed as per the provision of the IS code for water retaining structure</p> <p>&gt; The shop drawings &amp; design of STP shall be prepared by the agency, as per site condition / available space most of the unit will be placed below/above ground under road/green area/ as per site condition, equipment and Panel room will be</p>					
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<p>above/below the ground level as per approved drawings. The structural design shall be carried as per provision of IS code. The agency has to get their structural drawing checked and approved by Client. The STP shall be comprising of the following units of required size as per detail process and hydraulic design.</p> <p>&gt; The design of the STP plant should be compliant with EC and state pollution control board norms. Coordination with Architects, Clients, and consultants and submission of statutory documents to E.C. committee panel etc. is an integral part of contractors' scope. However, the client shall extend full cooperation to this effect in the interest of timely completion of the project and ensure aid to counter-clarify every query raised by the E.C committee by way of providing technical clarifications etc.</p>					
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	<b>Contract Amount (A)</b>	<b>10,20,000.00</b>
	<b>CGST 9% RD</b>	<b>91,800.00</b>
	<b>SGST 9% RD</b>	<b>91,800.00</b>
	<b>Total GST (B)</b>	<b>183,600.00</b>
	<b>Total (A + B)</b>	<b>12,03,600.00</b>

**AMOUNT IN WORDS:**

RUPEES TWELVE LAC THREE THOUSAND SIX HUNDRED ONLY.

**WO Terms And Conditions :**

**1.General :** Any dispute arising out of Local conflict shall be the sole responsibility of the Contractor & the consequences arising out of the same shall needs to be effectively handled by the Contractor including necessary interaction to be made With Local administrative authorities, an aid for its settlement, etc. complete.

**2.Definitions as applicable to this contract :** Owner / Employer shall mean Baner Land Developers LLP. and shall include their legal representatives, assigns or successors. Contractor shall mean M/s. Western Enviro Solutions and shall include their legal representatives, assigns or successors.

**3.Duration of Work :** The completion period for the project will be 12 months or as per the agreed project schedule between both parties from the date of -

1. Receipt of all statutory permissions to start execution and
2. Receipt of approved drawings for complete work scope and
3. Receipt of the complete construction site without encumbrances and occupation whichever is earlier.

**4.Payment terms :** > Mobilization Advance  
Non-recoverable interest-free 30% Mobilization advance of total contract value (before taxes) shall be paid after the signing of Work Order against submission of UDC (Undated Cheque) from the nationalized bank along with Declaration/Undertaking on 500/- Rs. Non-judicial stamp paper in Client/Owner prescribed format of an amount equivalent to the total contract value.

> R.A Bill & Period of Honoring the same

1. Complete Mobilization Terminology shall be clearly defined & agreed upon mutually by both parties.
2. One Bill Per Month as per actual work done at site.
3. All the bills shall be paid within 30 working days starting from the date of submission of a certified copy of the bill in original at Client's HO/ site in the prescribed format along with signoff COP (certification of Payment) & duly supported by other requisite documents.

> The contractor is entitled to claim the payments in the following manners-

1. 30% of the total Contract value against the issuance of the work order and submission of an Undated Cheque of the amount equal to the total contract value along with Corporate Guarantee on Client/Owner-prescribed format
2. 50% of total Contract value against PI of the equivalent amount prior to dispatch of material.
3. 10% of the total Contract value against the installation at the work site and certified by the Owner's EIC shall be processed as an RA Bill on a Pro-rata basis.
4. 5% of the total contract value against commissioning at the work site with clear water and certified by the Owner's EIC shall be processed as an RA Bill on a Pro-rata basis.
5. 5% of the total contract value against commissioning at the work site with Sewage as per EC Norms

certified by local authorities/ certified by the Owner's EIC shall be processed as an RA Bill on a Pro-rata basis or after 6 months from the date of commissioning with clear water.

Similarly, after completion of the entire work contractor shall raise the Full and final bill which shall be honored within 75 working days against the submission of a certified copy of the Bill in original at the Client's HO/ site in the prescribed format duly supported by other requisite documents.

> Milestone/project schedule will be discussed and agreed upon by both the Engineer-in-Charge within 1 month, and the same shall be part of the agreement.

As per IS 1200.

**5.Mode of**

**Measurement :**

**6.Water &**

**Electricity :**

1. Electricity will be available at one convenient location inside the site's boundaries, and the contractor is responsible for the rest of the distribution and site lights as needed.

2. Water for both construction work and the labour camp shall be provided by the client free of charge at one convenient location within the site premises, and the remainder distribution as per the site requirement shall be in the scope of the contractor.

**7.Safety :**

Contractor shall ensure that all your Workmen are provided with adequate safety equipment (i.e., PPE – Personal Protective Equipment's with full body harness – which shall largely comprise of IS branded Safety belts, Helmets, etc.) While working Any injury or accident caused to your Workmen will be your sole responsibility and the Consultant(s) / Owner(s) shall not be held responsible for the same.

**8.Quality :**

The Contractor shall strictly adhere to & comply to the quality desired by the Owner and failing to which the Owner reserves right to take the necessary actions including the levy of debits, etc. or as deemed suitable by the Owner. Any inferior quality work as pointed out from time to time by EIC shall be made good by the Contractor at his own expenses & no extra payment shall be made to the Contractor for such activity. All the works to be executed shall be strictly as per the Item Specification, Material Specifications and as per mentioned by the Owner & no deviations in the same shall be accepted.

**9.Labour :**

Labours for all the activities to be arranged and borne by contractor with the necessary required supervision including their food arrangements and accommodation.

**10.Indemnity :**

The Contractor shall indemnify Owner (s) with his complete Site Staff & staff at the back office as well and hold them harmless against all claims arising out of royalties of materials, taxes and patents payable by the Contractor, compensation payable by the Contractor to their sub-Contractors / personnel, etc. and losses, damages occurred to third party due to Contractors act of sheer negligence or carelessness , accidents/ fatal accidents or any other cause connected with the execution of work under this awarded contract till the entire period of this work.

**11.Insurance and Statutory Compliance :**

Workmen Compensation, insurance of Workmen, third-party liability insurance cover and all other relevant insurances including Strict observance of PF+ ESIC and labour laws as deemed applicable to this contract shall be under the scope of the Contractor.

**12.Jurisdiction :**

All disputes arising out of or in connection with this Work Contract shall be deemed to have arisen at Pune and only Courts in Pune shall have an exclusive jurisdiction to determine the same.

**13.Liquidated Damages:**

a) Contractor shall be obliged to complete the contractual scope within the contractual time frame.

a 1) In the event of failure of Contractor to complete the work within the stipulated time period due to reasons solely attributed to the Contractor, the contractor shall be liable to pay a liquidated damages at the rate of 2% (Two percent) of the total contract value per week of delay.

a 2) Maximum Liquidated damages shall not exceed 5% of total Contract Value.

b) Contractor Shall not be relived from the obligations even in the event of applicability of the said LD, Contractor shall complete the balance work within the time as mutually agreed further by both the parties.

c) Any delay attributed to Force Majeure shall not be accounted for while evaluating the repercussion under the clause of Liquidated damages as well as while calculating the incentive as well.

d) Similarly, in the event if the cause of delay is solely attributed to the owners cause then same shall be recorded and the necessary time extension will be given to the Contractor.

**14.Force Majeure :**

For the purpose of this Contract, a force majeure event shall mean an event like An act of god or events beyond the reasonable control of the affected party which could not have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, landslide or fire which prevent the Party claiming force majeure ('affected party') from performing its obligations under this Contract and which act or event is

a. beyond the reasonable control of and not arising out of the fault of the affected party and

b. the affected party is unable to overcome such act or event by exercise of due diligence, reasonable efforts, skill, and care and

c. has a material adverse effect on the Work.

**15.Defect Liability Period :**

The defect liability period shall be 12 calendar months, starting from the date of commissioning with sewage as per EC Norms certified by local authorities/clients EIC from the Client's representative or starting 6 months after commissioning with clear water.

**16.Termination :**

In the event if the Contractor categorically fails to satisfy the Owner's EIC / Principal Contractor with regards to overall quality of the work executed / being executed, deployment of resources in adequate numbers, overall speed of the work & finally about overall completion of the Project, etc. then the Owner reserves the full rights to terminate the contract without assigning any reason by issuing termination 2 no's (two) notices each of 7 days in advance.

On such termination, Contractor should be obliged to stop the work and vacate the premises within the

