



UNITED GLOBAL CORPORATION LIMITED


(FORMERLY UNITED INFRA CORPORATION BANGALORE LTD)

(ISO 9001:2008 AND OHSAS 18001:2007 CERTIFIED)

(redefining legendary reliability)

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PURCHASE ORDER

Invoice To United Global Corporation Limited Formerly Known As United Infra Corp. (BLR) Ltd. # 399, White Gold ,1st Floor 24th Cross, Bsk 2nd Stage, Bangalore-560070 GSTIN : 29AABCU5251F1ZC TAN : BLRU02926A State Name : Karnataka, Code : 29 Email: accounts@lpgroup.co.in		Purchase Order No. UGCL/POG/KA/20-21/114		Dated 11-03-2021		
				Other Reference(s)		
		Supplier's Ref./Order No.		Destination Near Somanahalli, Thataguni Road, Kanakapura		
		Despatch through				
Despatch To United Global Corporation Limited Formerly Known As United Infra Corp. (BLR) Ltd. Near Somanahalli, Thataguni Road, Kanakapura, Bangalore -560082. Contact Person : NA, Contact No. : NA GSTIN : 29AABCU5251F1ZU State Name : Karnataka, Code : 29		Terms of Delivery IMMEDIATE				
		Payment Terms : Payment Terms As Specified in Annexure A				
		Job No : P-0049/KA/19-20/WSS/BWSSB - CP-08, Supplying, Fabrication and Laying of Clear Water transmission Main from harohalli to Vajrahalli, Under JICA loan ID - P266, Vide Noti: IFB No. BWSSB/CE (K)/ACE (K)-1/TA-111991019-20 Dt: 26-04-2019				
Supplier GARV STEEL & CEMENT No.1810/1910,80 feet Ring Road,Jnanajyothi, Bangalore - 560056 Mob : 9886094218, GSTIN/UIN : 29DYVPS8560P1ZS State Name : Karnataka, Code : 29		Other Terms				
SI No.	Description of Goods and Services	Due On	Quantity	Rate	UOM	Amount (Rs)
1	NAILS		8560.00	61.02	Nos	522331.20
						522331.20
	CGST		9.00			47009.81
	SGST		9.00			47009.81
	Total					616350.82
Amount Chargeable (in words) Six Lakh Sixteen Thousand Three Hundred Fifty One Rupees						
Terms and Conditions 1. Annexure A & B Are Integral Part of This Purchase Order						E. & O.E
						For United Global Corporation Limited  Authorised Signatory

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| KARNATAKA | TELANGANA | ANDHRA PRADESH | ORISSA | MEGHALAYA | TAMIL NADU | CHATTISGARH |

| WATER & IRRIGATION WORKS | BUILDINGS | ROADS | INDUSTRIAL CONSTRUCTION | MANUFACTURING | POWER |

REGISTERED OFFICE : NO. 399, WHITE GOLD, 1ST FLOOR, 24TH CROSS, BANASHANKARI 2ND STAGE, BENGALURU - 560 070
PHONE : 080 - 26718888/89, EMAIL : VAMSI@LPGROUP.CO.IN. CIN : U45209KA2012PLC067045. GSTIN : 29AABCU5251F1ZC



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ANNEXURE-A

COMMERCIAL TERMS and CONDITIONS

Sl.No	Terms and Conditions	Accepted Terms
1	Billing Name & Address	United Global Corporation Limited Billing Address: Formerly Known As United Infra Corp. (BLR) Ltd., # 399, White Gold ,1st Floor, 24th Cross, Bsk 2nd Stage, Bangalore-560070, GSTIN: 29AABCU5251F1ZC, TAN: BLRU02926A, State Name : Karnataka, Code : 29, E-Mail : accounts@lpgroup.co.in
2	Delivery Address	Near Somanahalli, Thataguni Road, Kanakapura, Bangalore -560082. Contact Person : NA, Contact No. : NA
3	Contact Person Details Name Contact No.	
4	Gst	Inclusive
5	Cess	Not Applicable
6	Transportation	Exclusive
7	Packing and Forwarding	Not Applicable
8	Transit Insurance	Inclusive
9	Payment Terms	As Mutually Agreed by Both the Parties
10	Warranty	Applicable

M. Vinay Kumar

Supplier's Signature

Authorised Signatory

| KARNATAKA | TELANGANA | ANDHRA PRADESH | ORISSA | MEGHALAYA | TAMIL NADU | CHATTISGARH |

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ANNEXURE-B

STANDARD TERMS and CONDITIONS

GENERAL:

These general terms and conditions of purchase under this Purchase Order by United Global Corporation Limited ("UGCL") are mandatory and binding on the Supplier for sale and purchase of finished products/equipment/services ("Product or Services"). The terms and conditions contained herein supersede the terms and conditions offered by Supplier along with their proposal/ offer. The terms mentioned on the P.O will supersede these Standard terms and conditions or Memorandum of Understanding signed between UGCL and Supplier.

PRICE:

The price mentioned in this P.O is final and binding except on the ground of statutory levies or variations of duties/ taxes/ cess after the date of this P.O and during the contractual period.

GOODS AND SERVICES TAX & OTHER TAXES:

GST shall be paid at actual, against documentary evidence. UGCL may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. The Supplier or the third party assignee shall be liable for all tax payments as required under applicable law and for statutory filings and compliances. Failure to make tax payments resulting in UGCL's inability to claim tax credits, Supplier shall be liable to indemnify UGCL and pay such amounts, penalties, interests and/or any other sums accruing to UGCL due to such non-compliance and make equivalent payments to UGCL. Any default by the Supplier or a third party assignee shall be deemed as a default of the Supplier and may result in the cancellation of the P.O and all advance payment received, without any deduction shall be refunded by the Supplier. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable), customs duty, cess and other duties or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of this P.O but prior to contractual delivery date, UGCL shall reimburse/adjust the increase/decrease in taxes & duties against supporting documents.

ACCEPTANCE OF P.O.:

The P.O and the terms herein shall be deemed to be accepted by the Supplier upon the receipt of the P.O. and advance to his account unless expressly rejected by Supplier in writing or supplier has returned the advance.

ADVANCE:

Advance, if any paid by UGCL in accordance with this P.O shall be adjusted against invoice raised by Supplier for payment for Product or Services. Advances shall be disbursed within any date agreed between the Parties. Advance may be paid directly to the Supplier or to third parties assignees identified and appointed by the Supplier. In the event that an Advance is payable to a third party assignee. Supplier shall issue a Request Letter requesting for Advance to be paid to a third party assignee for and on behalf of the Supplier. Notwithstanding anything contained herein, Supplier acknowledges that all Advances paid to third party assignees of Supplier shall be deemed payments made to Supplier under this P.O and Supplier shall be liable for supply of Product or return of Advance received by it or by third party assignees instructed by it. In case UGCL issues advance payments to a third party assignee of the Supplier, the Supplier shall simultaneously, issue a written confirmation of receipt of payment by the Supplier. Interest on Advance, unless waived shall be payable by the Supplier in accordance with terms of the P.O. and shall be stated in the P.O. The Advance shall be utilised solely in connection with this P.O. and cannot be adjusted, set off or utilised in any manner other than in connection with this P.O unless expressly agreed by UGCL.

M. Vinay Kumar

Supplier's Signature

Authorised Signatory

KARNATAKA	TELANGANA	ANDHRA PRADESH	ORISSA	MEGHALAYA	TAMIL NADU	CHATTISGARH
WATER & IRRIGATION WORKS	BUILDINGS	ROADS	INDUSTRIAL CONSTRUCTION	MANUFACTURING	POWER	

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STANDARD COMPLIANCE:

The Product / works done shall be strictly in line with the drawings/ specifications/ QAP and other documents sent along with P.O/enquiry wherever needed, the relevant IS standards shall be followed.

MANUFACTURING SCHEDULE:

Supplier shall send us a manufacturing schedule to match the delivery schedule of our project department within 7 days of this PO. In case, the supplier fail to abide by the agreed manufacturing schedule at any stage, UGCL has the right to cancel the entire / part P.O. on you, without any cost implication on us and get the work done by a suitable supplier of our choice.

DELIVERY:

Delivery basis shall be as per PO. If Transportation is in Supplier's scope, material shall be delivered at UGCL or it's client's address and duly accepted by the QC/ Stores. Time is of the essence with respect to delivery of the Product. Product shall be delivered and services performed by the applicable Delivery Schedule. Supplier must immediately notify UGCL if Supplier is likely to be unable to meet a delivery date under the Delivery Schedule. At any time prior to the date agreed in the Delivery Schedule, UGCL may, upon notice to Supplier, cancel or change a PO, or any portion thereof, for any reason, including, without limitation, for the convenience of UGCL or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

LIQUIDATED DAMAGES PRICE REDUCTION FOR DELAY IN DELIVERY:

In the event Supplier fails to deliver the Equipment / Materials within the contracted delivery date in accordance with the Delivery Schedule, the price payable in accordance with the P.O will be reduced at the rate of 1% (one percent) of the total value of P.O per week up to a maximum of 10 (ten percent) of the total value of the PO. if the Supplier fails to supply the finished goods no later than 60 days from the Delivery schedule, UGCL shall be entitled to cancel the PO and in the event of such cancellation the Supplier shall be liable to pay (a) liquidated damages of 10% of the PO; (b) differential cost incurred in procuring Product from third parties; (c) Advances with interest, if any.

PAYMENT TERMS:

Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet UGCL's requirements. UGCL will, subject to adjustments on account of Advance, interest, or other deductions, pay the undisputed portion of properly rendered

invoices within forty five (45) days from the invoice date issued by Supplier or if the payment is through LC it would be as per LC terms. UGCL shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts.

INSPECTION:

All delivery of Products and performance of services shall be subject to UGCL's right of inspection. Inspection may be carried out by UGCL / its client/ appointed inspection agency after submission of materials test certificates for all the materials as per QAP along with all the Internal inspection report. Upon inspection, UGCL, or its client shall either accept the Products or Services or reject them if the goods are not confirming to the approved QAP. UGCL or its client shall have the right to reject any Product that are delivered in excess of the quantity ordered or are damaged or defective. In addition, UGCL shall have the right to reject any Product or Services that are not in conformance with the Specifications stated in the P.O. In case of any defects/issues arising out of materials workmanship / quality of materials, etc, rectification work, if any, shall be carried out within a week from the date of identification of the defect at Supplier's cost. Supplier will give UGCL minimum 7 working days or as specified by Customer, advance notice for inspection of raw materials / finished goods. If UGCL or its client reject Products or Services such rejection shall be at Supplier's expense and risk of loss and UGCL's shall at its option, either (i) demand full credit or refund of all Advance paid by UGCL to Supplier for the rejected Product or Service; or (ii) or direct the Supplier to replace the Product to be received within the time period specified by UGCL. Supplier shall not deliver Products or Services that were previously rejected on grounds of non-compliance with the P.O, unless delivery of such Products is approved in advance by UGCL or its client.

DISPATCH:

Dispatch instructions will be sent to Supplier separately. Supplier shall dispatch the materials only after getting inspection clearances as well as dispatch clearances from us / our customer end.

M. Venay Kumar

Supplier's Signature

Authorised Signatory

KARNATAKA TELANGANA ANDHRA PRADESH ORISSA MEGHALAYA TAMIL NADU CHATTISGARH							
WATER & IRRIGATION WORKS BUILDINGS ROADS INDUSTRIAL CONSTRUCTION MANUFACTURING POWER							
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DISPATCH DOCUMENTS:: The Product shall be dispatched and the following documents shall be submitted to UGCL on dispatch:

- Tax Invoice with GST for payment.
- Weighing slip.
- Packing list.
- Inspection report.
- E-Way Bill
- Any other documents specifically required by UGCL

WARRANTY:

The Product/Service provided by Supplier shall be covered under warranty against bad workmanship, under performance and Poor quality of materials for a period of 24 months from the date of receipt of the Product or Services. In the event the equipment does not meet the P.O requirements, Supplier shall rectify and replace at his cost, Supplier warrants to Buyer that during the Product or Service Warranty Period, all Products or Services provided in accordance with the P.O. shall be:

- of merchantable quality;
- fit for the purposes intended;
- unless otherwise agreed to by UGCL;.
- free from defects in design, material and workmanship:
- in strict compliance with the specifications under the P.O;
- free from any liens or encumbrances on title whatsoever;
- in conformance with any samples provided to UGCL; and
- compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

RISK PURCHASE::

In the event Supplier delays delivery of the goods covered under this PO, beyond the date agreed in-the Delivery Schedule, UGCL has the right to re-procure the goods at the risk and cost of the Supplier from any source at its discretion. Any extra cost implication arising out of this shall be recovered from Supplier.

CONTRADICTIONS:

In the event Supplier notices any contradiction in various documents, Supplier shall bring the same immediately to the notice of UGCL for a resolution, within a week of receipt of PO. Any claim made later shall not be entertained. Such contradiction/ discrepancy/ inconsistency shall be resolved mutually by the parties failing which, it shall be resolved through dispute resolution mechanism as provided under this P.O.

CANCELLATION OF P.O:

Without prejudice to any other rights or remedies of UGCL, UGCL shall be entitled to terminate this P.O forthwith upon a

breach of terms of the P.O by Supplier. Termination of this P.O for breach by Supplier shall not discharge supplier's obligations under any and all other PO's issued by UGCL to supplier, or the supplier's obligations under this PO including refund or advance payments and surviving provisions confidentiality indemnity, taxes, liquidated damages, governing laws and dispute resolution.

LIABILITY of SUPPLIER:

Supplier shall be liable for all losses resulting to UGCL from non-compliance with the Delivery Schedule or breach of any terms of the PO, including any loss of profits, to the maximum extent permissible under law. Notwithstanding anything, no limitation or exclusion of liability shall apply with respect to any claims based on this PO arising out of the Supplier's willful misconduct or gross negligence or with respect to any claims for personal injury or property damage, or to Supplier's indemnification obligations stated herein.

M. Vinay Kumar

Supplier's Signature

Authorised Signatory

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CONSEQUENTIAL DAMAGES:

UGCL shall in no event be liable for loss of profit, loss of revenues, loss of use, loss of production, costs of capital or costs connected with interruption of operation, loss of anticipated savings or for any special, indirect or consequential damage or loss of any nature whatsoever, accruing to Supplier arising out of execution of this PO or cancellation of the PO due to non-performance. In any event, UGCL's entire liability for any claim, whether in contract, tort, or any other theory of liability shall be limited to the PO

INSURANCE:

UGCL shall not be responsible for procuring insurance for and on behalf of the Vendor or the Equipment it is the sole responsibility of the supplier to keep all the goods and services fully insured in all respects.

ASSIGNMENT:

Supplier may not assign or subcontract the P.O placed under this P.O in whole or in part, without UGCL's prior written consent.

CONFIDENTIALITY:

Supplier undertakes that it shall, at all times, maintain confidentiality of all the information including but not limited to drawings and other technical specifications received by it in respect of the PO and/or disclosed to it by UGCL or its client and shall not disclose or divulge the same or any part thereof to any third party without the prior written consent of UGCL. The obligations of this clause shall survive termination of this P.O, regardless of the reasons for termination of this P.O.

GOVERNING LAW & DISPUTE RESOLUTION:

In case any dispute/s or difference/s arises between the Parties in connection with any matter relating to this PO including termination thereof then the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in Bangalore. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties

COSTS AND EXPENSES:

All costs and expenses incurred in connection with P.O. including costs incurred in recovering the advance payments shall be to the Supplier's account.

PO Splitup:

At any point of time during the execution of the order UGCL, with prior consent of Supplier, can split up the order and place some part of the order from its Group Companies/Associates but will ensure the total order value to the supplier from UGCL and its associates will not vary from this order

M. Vinay Kumar

Supplier's Signature

Authorised Signatory

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