UPL OpenAg™

UPL LIMITED

UPL Limited, UPL House 610/B2, Bandra village, off Western Express Highway, Bandra – East Mumbai 400 051, India.

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PURCHASE ORDER (PO) & Date

5000107476; Jun 21, 2022

SUPPLIER INFORMATION

To: Chemdist Process Solutions Pvt Ltd

UPL Vendor code:0000121679

Address:

Plot No. 174/1,

J Block, MIDC Bhosari,

Pune - 411026 Maharashtra

INDIA
Phone:
Email:

GST No: 27AAHCC4876E1ZH

PO INFORMATION

PO Number: 5000107476
PO Date: Jun 21, 2022
UPL Vendor code:0000121679
Purchaser Name: Nitin Kaushik

Phone:

Email: nitin.kaushik@upl-ltd.com

PO CONDITIONS

Payment terms: 30 DAYS FROM RECEIPT OF MATERI

Incoterms: Free on Road/Rail Incoterm Location: Dahei

Rate Reference: BPM067900 - Round: 3

Currency: INR

BILL TO / SHIP TO ADDRESS

UPL Plant Code: PL05

Address:

UPL Limited - Central Purchase Org

UPL LIMITED Jhagadia PLOT NO. 746 / 750, P.O. BOX NO. 9,

JHAGADIA, BHARUCH - 393110

Gujarat INDIA

OTHER DETAILS

GST NO: 24AABCS1698G3Z9 **PAN NO:** AABCS1698G

Working hours: 0830 to 1630 Hrs on working days

PO Notes

Terms & Conditions:

1. Terms of Delivery:

All Equipment shall be transported with packing suitable for the mode of transport.

2. Transit Insurance:

Transit insurance is in the scope of UPL. VENDOR shall give intimation of dispatch with particulars to UPL immediately after dispatch.

Final documents require along with the supply.

1. Supplier shall submit the FINAL Documentation as per inquiry Document/Order Specifications which shall be submitted in requisite number of copies as agreed (in Hard & Soft) failing which the PURCHASE ORDER is deemed incomplete. All documents and dossiers shall be in ENGLISH Language.

VENDOR shall follow the following coordination procedure:

Names and email addresses of UPL personnel for technical matters, as below:

Mr.: Dilip Kumbhani/SCM/Jhagadia dilip.kumbhani@upl-ltd.com

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Names and email addresses of UPL personnel for commercial matters: Mr. Nitin Ashok Kaushik/SCM/Jhagadia <nitin.kaushik@upl-ltd.com> Mr. Hemendra Joshi (Hemendra.Joshi@upl-ltd.com)

Advance Delivery intimation:

In all cases that transit insurance is in UPL scope, it is mandatory for the Vendor to immediately, on dispatch, send mail to the technical and commercial teams (email addresses are as mentioned above) with dispatch particulars so that insurance cane be covered. The contact number of the Procurement/Stores person may be given to the transporter to facilitate easy entry and exit from the site premises. Additionally, the mail should also specify when the dispatched material is likely to reach the site and whether any specific material handling equipment is required to unload the same. If the Vendor does not comply with above, liability of any damage/loss of the material shall remain with the vendor in addition to the likelihood of transport vehicle getting detained at site.

For escalation of commercial matters:
Mr. Satish Kittur <satish.kittur@uniphos.com>

The status updates should always be in relation to the bar chart (separate bar chart to be provided for each equipment). The bar chart should compulsorily have the following dates Scheduled Start, Scheduled Finish, Actual Start, Actual Finish, Forecasted Start and Forecasted Finish. Percentage completion, Remarks and other columns are also required. Various stages of manufacture and inspection to be covered in the same along with clearly identified milestones and critical activities. Photographs of the job to always accompany the status update.

Names and email addresses of UPL for payment related matters: Mr. Sanket Limburkar/SCM/Pune <sanket.limburkar@upl-ltd.com> Akshath Poojary (poojaryaa@uniphos.com)
Tel No: + 91 22 7152 8510

VENDOR shall submit the following documents along with material. In absence of any/all documents UPL's store department may not accept the material:

- Delivery Challan/Packing List.
- Invoice copies (Original and Duplicate for Transporter) and VENDOR to ensure 'SOLD to' and 'SHIP to' details strictly as per delivery address mentioned in PO (refer the first page of this PO).
- Test and warranty certificates, Inspection release notes from TPI, O&M manuals, Final as-built drawings etc as applicable.
- Description on the documents shall be strictly as per the PO.
- Any other documents as mentioned in the order specifications.

Please round off the GST Tax amounts as per Page no. 98, clause number 170 of notification for Central Goods and Services Tax Act, 2017. Invoices not in conformity shall be rejected along with likely rejection of the Goods.

All other terms and conditions shall remain as per UPL's General Terms and Conditions of Purchase Rev.03.

VENDOR to revert with one copy of the PO, each page, duly signed (by authorised signatory) and company rubber stamp affixed as a token of their acceptance within 2 days of receipt of the PO. In the event the vendor does not revert within 2 days, the PO shall be deemed to be acceptable in totality.

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NA

0.5% per week to 5% max of PO Value.

CHEMDIST warranty all equipment offered by them against material, workmanship and manufacturing defects for a period of 12 months from the date of supply.

For each delivery you must specify Purchase Order No, Material code in all challans/invoices/correspondence. Receiving inspection at our site. Each delivery should accompany material certificate analysis.

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No	Item code & Description	Qty	Unit	Unit price	Amount	Delivery Date
000	Item code/Activity code: HSN/SAC Code: Description: C-14601C - METHANOL COLUMN, Overall Dimension (mm) - ~32325 mm, MOC - SS-316	1.00	EA	10,532,0	10,532,000.00 Input VAT: 0.00 Taxes on the PO: 1895760.00 Sub Total: 12,427,760.00	Sep 28, 2022
	Project Name UPI-14 (EXPANSION PROJECT) (65 TDP) Equipment Name METHANOL COLUMN Equipment Tag Number					
	All external CS surfaces of SS Equipments shall be cleaned by wire brush & then painted with Inorganic Zinc					

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No	Item code & Description	Qty	Unit	Unit price	Amount	Delivery Date
	Silicate primer having 75DFT & Final paint of Light Admiralty grey shade no 697 as per IS 5:1994					
	All external & Internal SS surfaces & welds of SS Equipments shall be cleaned by Pickling and Passivation as per ASTM A380 after Hydro Testing					
	All external attachments directly welded to Equipments shall be of same MOC & thickness as that of base material					
	Outside surface of metallic column shall be out of straightness/alignment not more than 1mm per meter length of column, but not more than 12mm for any length					
	Third Party Inspection agency will be appointed by UPL for the stage wise/Final inspection of ordered equipment. Cost of TPI agency will be borne by UPL. Charges towards testing shall be borne by supplier					
	Inspection agency will be appointed by UPL for stagewise inspection as per UPL standard QAP. Charges towards inspection visits will be borne by UPL. However charges towards all testing, WPS/PQR developmental charges to be borne by equipment supplier					
	Request to give one templet for foundation after approval of fabrication drg (free of cost)					
	Request to consider our all RFI agreement data which one given by M/S Shroff in behalf of UPL.					

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No	Item code & Description	Qty	Unit	Unit price	Amount	Delivery Date
	Follow up QAP -UPL submitted with RFI for fabrication work					
	Vendor must be follow up sub UPL sub vendor list which one submitted during inquiry by M/S Shroff in behalf of UPL.					
	Tax Description: Input IGST 18%					

Total PO value (incl. Tax)	INR 12,427,760.00							
Total value in words	RUPEES	ONE	CRORE	TWENTY	FOUR	LAKH	TWENTY	SEVEN
	THOUSAN	D SEV	EN HUND	RED AND	SIXTY	ONLY		

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For UPL Limited

Authorized Signatories

Limited; Supplier means the Company/firm or individual on whom UPL is issuing the Purchase Order (PO); Product means the goods, materials and/or services to be supplied by the Supplier. CDD means the contractual delivery date by which Supplier is required to deliver the product.

GENERAL TERMS & CONDITIONS - UPL LIMITED

- 1) Supplier/Contractor to confirm acceptance and /or raise queries within 2 days from the date of the receipt of Purchase Order (PO) by way of email/fax, failing which the PO is deemed accepted. The terms and conditions mentioned in the PO will supercede all other Terms and Conditions discussed and agreed to earlier thereon with the supplier. Acceptance of this PO shall be unconditional.
- 2) The standards/specifications mentioned in the PO shall be of the latest edition. In case of any variance in specifications and/or technical conditions of supply, the Supplier/Contractor shall contact UPL for clarifications as otherwise it shall be assumed that the clauses are deemed accepted.
- 3) The Price mentioned in the PO shall be firm and binding till the execution of the PO.
- 4) Free delivery or F.O.R. Site means that goods shall be loaded by the Supplier & delivered at UPL site free of cost. Unless otherwise stated in this PO, transit insurance shall be within the scope of the Supplier.
- 5) Goods should be accompanied by delivery challan in triplicate and MUST bear the PO number, Sr. number of the item in the PO and other mandatory details of the PO.
- 6)GST Invoices as per form and formats specified by GST norms.
- 7) Time is the essence of this PO/Contract and the Supplier/Contract shall adhere to timelines prescribed thereunder, failing which UPL has the right to Cancel/ Modify/ Risk-Purchase the goods at the cost and consequences of the Supplier/Contractor.
- 8) Unless exempted or contractually defined, penalty shall be applicable for delay in delivery/completion at the rate of 0.5% of the total order value for the delay per week or part thereof subject to a maximum of 5 % of the total order value.
- 9) Any increase in taxes and duties impacting the PO beyond the scheduled delivery/completion date shall be borne by the Supplier/Contractor.
- 10) The quality of supplies shall be certified by UPL and the right to approve or reject shall be final and binding.
- 11) Rejected goods are to be removed from UPL premises within 48 hours on receipt of intimation, failing which UPL shall not be held responsible for any loss or damage of the rejected goods. If the rejected goods are not removed within a period of one month from the date of such intimation, UPL reserves the right to dispose off the same in a manner it deems fit and proper at the cost and consequences of the Supplier/Contractor.
- 12) Unless otherwise stated in this P.O. all goods supplied under the PO shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt, whichever is earlier. Defective goods shall be replaced within time frame agreed upon between UPL and the supplier/contractor. All costs associated with the replacement of the defective goods shall be borne by the Supplier/Contractor.

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- 13) Any dispute relating to the PO shall be governed in accordance with the Laws applicable in India and the Courts of Mumbai shall have the exclusive jurisdiction.
- 14) TDS, if applicable under the WCT / IT / any other statute, shall be deducted.
- 15) This is a Computer generated approved PO and hence it does not require any signature.
- 16) Raw material must be supplied along with Trem Card, Material Safety Date Sheet (MSDS), Tanker Road Worthiness Certificate, Tanker Driver Training Certificate, Valid Driving License of Driver, Valid CCOE Approval License, Correct labeling of material, Correct Tanker Display Panel, PPE of driver like Safety Helmet, Safety Shoes, Safety Goggles, PVC Hand Gloves, GAS Mask etc.
- 17) Tankers and trucks movement is restricted between 2000 hours to 0800 hours inside ANKLESHWAR GIDC, JHAGADIA GIDC AND PANOLI GIDC area. Kindly instruct your transporter not do any movement of tankers and trucks during these hours.
- 18) Mandatory Valid Documents Requirement for Vehicle Entry: Following valid documents required with vehicle for gate entry. In case any vehicle reported to gate without proper document, we will not allow the vehicle. Any Deviation/Short fall in below mentioned document can be liable for rejection of material or penalty as decided by UPL Ltd.
 - a.RC Book/Road permit.
 - b. Valid fitness certificate.
 - c.Valid insurance certificate.
 - d. Valid goods carry certificate.
 - e.Valid PUC certificate.
 - f.Valid Driving license of Driver.
- 19) Mandatory Invoice Document Requirement: Along with material following document are mandatory. Any Deviation/Short fall in below document can be liable for rejection of material. GST Invoices as per form and formats specified by GST norms.
- 20) Vendor to comply with GST compliances by timely filing of GSTR 1 by quoting proper GST number and other details of the company and discharge liability, failing which Company will raise debit note / withhold payment.

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