

Yellowstone Chemicals Pvt. Ltd.

A - 22/2/1, Mahad Indl Area , Village Kamble Mahad, Takuka- Mahad, Dist- Raigad- 402309 Maharashtra, India.

Vendor Details

Address Chemdist Process Solutions Pvt. Ltd.
Flat no. 5, Plot no. 29, S.No. 733/166,
Ishadan Society, Pramodini Apartments,
Pune 411038
Contact 9545557224
tushar@chemdist.in

Payment Terms: 45 Days from GRN

Inspection : Laxmi Site
Insurance : Laxmi Scope
Packing Forwarding : Nil

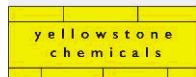
Purchase Order (NOT RELEASED)

Order No 8100001294
Date 18.04.2022
Currency INR
Billing Address
Yellowstone Chemicals Pvt. Ltd
Mahad
A-22/2/1 MIDC, Mahad,
District Raigad 402309 +91 2145 232548

Delivery Address
Yellowstone Chemicals Pvt. Ltd
Mahad
A-22/2/1 MIDC, Mahad,
District Raigad 402309 +91 2145 232548

GST No 27AABCY1323N1Z6
PAN No AABCY1323N MUMBAI

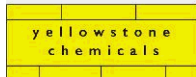
Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
1	Distillation Column Dia 1200 Delivery Date: 29.07.2022	General Tag No. - C1102 Function - Recovery Column Quantity nos 1 Column Diameter, mm mm 1200 Column Height Mtr 13.538 Type - Bubble Cap No. of Tray Sections nos 5 Shell ID mm 1200 mm Height of each Section Mtr 2.4m x 1 (Top) + 2.6 m x 1 + 2.2 m x 2 + 1.5 x 1 (Bottom section) Shell Height, (TL/TL) Mtr 11.3 L/D - 13538 mm Shell Thickness mm 5 mm Type of dish - 10% Torrispherical Dish Thickness mm 5 mm Body Flanges mm Dimensions as per B16.5, ASA 150#. Corrosion Allowance mm Nil Area Classification - Hazardous, zone 1, IIA/IIB Insulation (Hot) - Cleats to be provided Insulation Thickness mm Not in CDPS Scope Weld Joint Efficiency Shell/Dish - 0.85/1.0 Radiography, Shell / Dish - 10% Spot + all T Joints (100%) Design code - ASME Sec.VIII	1.000 Absolute discount IN: Central GST - IP IN: State GST- IP	NOS	3,463,000.00 0 583000.00- 9.00 % 9.00 %	3,463,000.00 583000.00- 259200.00 259200.00



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		<div>Div. I Edition 2017 Support - Skirt support at bottom, guide supports above floor Orientation - Vertical Operating Data MOC - SA 240 GR 316 Operating Temperature 0C 110 Operating Pressure Kg/cm²(g) 1.0 Design Temperature 0C 120 Design Pressure Kg/cm²(g) 2 Hydrotest Pressure Kg/cm²(g) 3 Empty Weight Kg 6929 Water Filled Weight Kg 22528 MOC Shell - SA 240 GR 316 Dish End (Top & Bottom) - SA 240 GR 316 Body flange - IS:2062 GR B with SS 316 Liner, Shell side Nozzle - Up to 150NB- SA312 TP316 SMLS & above 150NB# SS316 ERW Fabricated (with 100% radiography), Dim. Std. ASME B16.5 Nozzle flanges - "SS316L -A 182 ASA 150 #,SOLF, B16.5" Internals and wetted parts - SA 240 GR 316 Reinforcement Pad - SA 240 GR 316 Bolts & Nuts (Ext. & Int.) - SA 193 Gr B7 & SA 194 Gr 2H / SS316L, External Bolts -B7, Hot dip galvanised Gasket - PTFE,3 MM thk.As per B 16.21 & 16.47 Tray Gasket - PTFE imprgnated Asbestos rope Supports & Structural - IS 2062 Gr.B with SS 316L Pad MOC of Earthing Boss - SS304 Lifting lug/Lug supports - IS 2062 Gr.B with SS 316 Pad Insulation clits - SS304 Name Plate - SS304 Fittings - SA 403 WP 316, SMLS, 40 NB and below forged fittings (B 16.11) Nozzle Schedule N - 50 NB 40 N -51 NB 100</div>				



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		<p>N - 52 NB 80 N - 53 NB 50 N - 54 NB 80 N - 55 NB 150 N - 56, N - 57 NB 25 N - 58, N - 59 NB 25 N - 60 NB 25 NB & Thermo well (1/2" NPT F) N - 61 NB 25 NB & Thermo well (1/2" NPT F) N - 62, N - 63 NB 25 NB & Thermo well (1/2" NPT F) N - 64,N - 65 NB 25 NB & Thermo well (1/2" NPT F) N - 66,N - 67 NB 25 NB & Thermo well (1/2" NPT F) N - 68, N - 69 NB 100 N - 70 NB 40 N - 71, N - 72 NB 80 N - 73, N - 74 NB 50 N - 75 To N - 83 NB 25</p> <p>Inspection PWHT AS per code (If Applicable) Impact test AS per code (If Applicable) Ultrasonic test as per code (If required) DP test/MP test yes Stress relieving AS per code (If Applicable) IBR Approval Not applicable Radiography As mentioned above</p> <p>Wind speed & wind design code has to consider for design (IS 875) Confirmed Basic wind speed at 10m height shall be 44 m/s Confirmed Seismic Zone = III (IS 1893) Confirmed All Design calculations to be shared by vendor Confirmed Painting- MS parts Sand blasting SA 2 1/2 grade & two coats of epoxy zinc,SS parts-Pickling & passivated Confirmed All nozzles up to 50 NB and below has provided 2 nos stiffener plate at 90 d. apart Confirmed All nozzles up to 150 NB shall be</p>				



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		<p>SMLS Confirmed</p> <p>All machined surfaces shall be checked for surface defect by DP/MP test after machining.</p> <p>Confirmed</p> <p>Hydrotest shall be carried out with service gasket only</p> <p>Confirmed</p> <p>Vendor to submit 3 nos hard copies of QC dossier along with equipment dispatch Confirmed</p> <p>Vendor to submit thickness calculation of column in PV lite or equivalent software Confirmed</p> <p>All external attachment welded to pressure part shall be same as pressure part or equivalent MOC.</p> <p>Confirmed</p> <p>Vendor to submit GA drawing within one week of PO/LOI receipt from Laxmi Organics.</p> <p>Confirmed</p> <p>Vendor to submit Drawing of all internals and fabrication of same to be started after approval by LOIL. Confirmed</p> <p>Vendor to confirm QAP attached herewith enquiry Confirmed</p> <p>Vendor to consider blind flanges along with spare nozzles with compatible gaskets Confirmed</p> <p>Vendor to supply 2 nos body flange gasket sets along with column Confirmed</p> <p>Vendor to give schedule for project within one week of PO receipt and also update the status every week to LOIL.</p> <p>Confirmed</p> <p>Performance Guarantee for column hydraulic and pressure drop shall be with Vendor. Only Mechanical Guarantee in CDPS Scope</p> <p>Installation & commissioning support will be provided by vendor. No separate PO will be raised for same. Only Supervision is in CDPS/CMTS Scope</p> <p>Similar type of equipment supply reference shall be provide by vendor along with quotation</p> <p>Confirmed</p>				



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		Column saddle support for transportation is in venodr scope Confirmed Thermo well Length to be supplied by vendor in 45 deg. Thermo well bore ID to be considered 8mm Confirmed All nozzle nos as per GA drawing tensiling to be done on every nozzle Confirmed Vendor to provide all matching flanges with column for tongue and groove flanges if any All flanged are in SORF All nozzle stand out should be considered 150mm long Confirmed Vendor to follow +/- 1 MM dimensional tolerance for fabrication Confirmed				
			Total (INR)		3398400.00	
2	Distillation Column Dia 1200 Delivery Date: 29.07.2022	General Tag No. - C1109 Function - Absorption Column Quantity Nos 1 Column Diameter, mm mm 1200 Column Height Mtr 21.428 Type - Bubble Cap No. of Tray Sections Nos 55 Shell ID mm 1200 Height of each Section Mtr 2.750 m x 1 (Top) + 1.550 m x 1 + 2.1 m x 1 + 3.150 m x 1 + 2.250 m x 1 + 2.350 m x 1 +2.6 x 1 (Bottom section) Shell Height, (TL/TL) Mtr 21428 mm L/D - Confirmed Shell Thickness mm 5 mm Type of dish - 10% Torrispherical Dish Thickness mm 5 mm Body Flanges mm Dimensions as per B16.5, ASA 150#. Corrosion Allowance mm Confirmed Area Classification - Hazardous,Zone1, IIA/IIB Insulation - NA Weld Joint Efficiency Shell/Dish - 0.85/1.0 Radiography, Shell / Dish - 10% Spot + all T Joints (100%) Design code - ASME Sec.VIII	1.000 Absolute discount IN: Central GST - IP IN: State GST- IP	NOS	4,619,000.00 0 659000.00- 9.00 % 9.00 %	4,619,000.00 659000.00- 356400.00 356400.00



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		<div>Div. I Edition 2017 Support - Skirt support at bottom + Guide supports Orientation - Vertical</div> <div>Operating Data MOC - SA 240 GR 316 Operating Temperature 0C 60 Operating Pressure Kg/cm²(g) 0.5 Design Temperature 0C 120 Design Pressure Kg/cm²(g) 1 Hydrotest Pressure Kg/cm²(g) 1.5 Empty Weight Kg 8345 Water Filled Weight Kg 32649</div> <div>MOC Shell - SA 240 GR 316 Dish End (Top & Bottom) - SA 240 GR 316 Body flange - IS:2062 GR B with SS 316 Liner Shell side Nozzle - Up to 150NB-SA312 TP316 SMLS & above 150NB# SS316 ERW Fabricated (with 100% radiography). Dimensions std. B16.5 Nozzle flanges - "SS316 -A 182 ASA 150 #,SOLF, ASME B16.5" Internals and wetted parts - SA 240 GR 316 Reinforcement Pad - ** Bolts & Nuts (Ext. & Int.) - SA 193 Gr B7 & SA 194 Gr 2H / SS316/External Bolts- MS+ Hot dip galvanised Gasket - NAF style 160,3 MM thk.As per B 16.21 & 16.47 Gasket for Tray - PTFE rope Supports & Structural - IS 2062 Gr.B with SS 316 Pad MOC of Earthing Boss - SS304 Lifting lug/Lug supports - IS 2062 Gr.B with SS 304 Pad Insulation clits - NA Name Plate - SS304 Fittings - SA 403 WP 316, SMLS,40 NB and below forged fittings (B 16.11)</div> <div>Nozzle Schedule N-50 NB 80 N-51 NB 200 N-52 NB 25 N-53 NB 150</div>				



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		N-54 NB 80 N-55 NB 150 N-56 NB 80 N-57 NB 150 N-58 NB 80 N-59 NB 100 N-60 NB 80 N-61 NB 150 N-62 NB 80 N-63 NB 50 N-64 NB 100 N-65, N-66 NB 25 N-67, N-68 NB 25 N-69, N-70 NB 25 N-71 NB 25 NB & Thermo well (1/2" NPT F) N-72 NB 25 NB & Thermo well (1/2" NPT F) N-73 NB 25 NB & Thermo well (1/2" NPT F) N-74, N-86 NB 25 N-87 NB 50 N-88 NB 80 N-89 NB 25 Inspection PWHT Not applicable Impact test Not applicable Ultrasonic test as per code (If required) DP test/MP test Yes Stress relieving Not applicable IBR Approval Not applicable Radiography As mentioned above Wind speed & wind design code has to consider for design (IS 875) Confirmed Basic wind speed at 10m height shall be 44 m/s Confirmed Seismic Zone = III (IS 1893) Confirmed Painting- MS parts Sand blasting SA 2 1/2 grade & two coats of epoxy zinc, SS parts-Pickling & passivated Confirmed All nozzles up to 50 NB and below has provided 2 nos stiffener plate at 90 d. apart Confirmed All nozzles up to 150 NB shall be SMLS Confirmed All machined surfaces shall be				



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		<p>checked for surface defect by DP/MP test after machining. Confirmed</p> <p>Hydrotest shall be carried out with service gasket only Confirmed</p> <p>Vendor to submit 3 nos hard copies of QC dossier along with equipment dispatch Confirmed</p> <p>Vendor to submit thickness calculation of column in PV lite or equivalent software Confirmed</p> <p>All external attachment welded to pressure part shall be same as pressure part or equivalent MOC. Confirmed</p> <p>Vendor to submit GA drawing within one week of PO/LOI receipt from Laxmi Organics. Confirmed</p> <p>Vendor to submit Drawing of all internals and fabrication of same to be started after approval by LOIL. Confirmed</p> <p>Vendor to confirm QAP attached herewith enquiry Confirmed</p> <p>Vendor to consider blind flanges along with spare nozzles with compatible gaskets Confirmed</p> <p>Vendor to supply 2 nos body flange gasket sets along with column Confirmed</p> <p>Vendor to give schedule for project within one week of PO receipt and also update the status every week to LOIL. Confirmed</p> <p>Performance Guarantee for column hydraulic and pressure drop shall be with Vendor. Only Mechanical Guarantee in CDPS Scope</p> <p>Installation & commissioning support will be provided by vendor. No separate PO will be raised for same. Only Supervision is in CDPS/CMTS Scope</p> <p>Similar type of equipment supply reference shall be provide by vendor along with quotation Confirmed</p> <p>Column saddle support for transportation is in venodr scope</p>				



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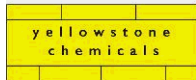
Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		Confirmed Vendor to follow +/- 1 MM dimensional tolerance for fabrication Confirmed Thermo well Length to be supplied by vendor in 45 deg. Thermo well bore ID to be considered 8mm Confirmed All nozzle nos as per GA drawing stensiling to be done on every nozzle Confirmed Vendor to provide all matching flanges with column for tongue and groove flanges if any All flanges considered as SORF All nozzle projection should be considered 150mm long Confirmed Proper stensiling of nozzles as per GA drawing to be done by vendor.				
			Total (INR)		4672800.00	
3	Distillation Column Dia 1200 Delivery Date: 29.07.2022	General Tag No. - C-1116 Function - Distillation Column Quantity nos 1 Column Diameter, mm mm 1200 Column Height Mtr 16 Type - Bubble Cap No. of Tray Sections nos 5 Shell ID mm 1200 Height of each Section Mtr 1.79m x 1 (Top) + 2.69 m x 1 + 2 m x 1 + 2,6 x 1 + 2.2 m x 1 (Bottom section) Shell Height, (TL/TL) Mtr 16000mm L/D - Confirmed Shell Thickness mm 5 mm Type of dish - 10% Torrispherical Dish Thickness mm 5 mm Body Flanges mm Dimensions as per B16.5, ASA 150#. Corrosion Allowance mm Confirmed Area Classification - Hazardous,Zone1, IIA/IIB Insulation (Hot) - Cleats to be provided Insulation thickness mm 75 Weld Joint Efficiency Shell/Dish - 0.85/1.0 Radiography, Shell / Dish - 10% Spot + all T Joints (100%)	1.000 Absolute discount IN: Central GST - IP IN: State GST- IP	NOS	3,469,000.00 0 509000.00- 9.00 % 9.00 %	3,469,000.00 509000.00- 266400.00 266400.00



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		Design code - ASME Sec.VIII Div. I Edition 2017 Support - Skirt Supports from bottom + Guide support Orientation - Vertical Operating Data MOC - SA 240 GR 316 Operating Temperature 0C 120 Operating Pressure Kg/cm ² (g) 2.0 Design Temperature 0C 180 Design Pressure Kg/cm ² (g) 3.5 Hydrotest Pressure Kg/cm ² (g) 5.25 Empty Weight Kg 6225 Water Filled Weight Kg 24312 MOC Shell - SA 240 GR 316 Dish End (Top & Bottom) - SA 240 GR 316 Body flange - IS:2062 GR B with SS 316 Liner Shell side Nozzle - Up to 150NB- SA312 TP316 SMLS & above 150NB# SS316 ERW Fabricated (with 100% radiography) Nozzle flanges - "SS316 -A 182 ASA 150 #,SOLF" Internals and wetted parts - SA 240 GR 316 Reinforcement Pad - Confirmed Bolts & Nuts (Ext. & Int.) - SA 193 Gr B7 & SA 194 Gr 2H / SS316, External MS-B7 with Hot dip galvanised Gasket - NAF -160, 3 MM thk.As per B 16.21 & 16.47 Supports & Structural - IS 2062 Gr.B with SS 316 Pad MOC of Earthing Boss - SS304 Lifting lug/Lug supports - IS 2062 Gr.B with SS 304 Pad Insulation clits - SS304 Name Plate - SS304 Fittings - SA 403 WP 316,SMLS,40 NB and below forged fittings (B 16.11) Nozzle Schedule N-50 NB 80 N-51 NB 150 N-52 NB 250 N-53 NB 100				



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		<p>N-54 NB 150 N-55 NB 150 N-56 NB 80 N-57, N- 58, N-59, N-60 NB 25 N-61 TO N-66 NB 25NB (Thermowell Flanged end with 1/2" NPT F N-67, N-68, N-69 NB 25 N-70 TO N-79 NB 25</p> <p>Inspection PWHT Not applicable Impact test Not applicable Ultrasonic test as per code (If required) DP test/MP test yes Stress relieving Not applicable IBR Approval Not applicable Radiography Spot + all T Joints (100%)</p> <p>Wind speed & wind design code has to consider for design (IS 875) Confirmed Basic wind speed at 10m height shall be 44 m/s Confirmed Seismic Zone = III (IS 1893) Confirmed Painting- MS parts Sand blasting SA 2 1/2 grade & two coats of epoxy zinc,SS parts-Pickling & passivated Confirmed All nozzles up to 50 NB and below has provided 2 nos stiffener plate at 90 d. apart Confirmed All nozzles up to 150 NB shall be SMLS Confirmed All machined surfaces shall be checked for surface defect by DP/MP test after machining. Confirmed Hydrotest shall be carried out with service gasket only Confirmed Vendor to submit 3 nos hard copies of QC dossier along with equipment dispatch Confirmed Vendor to submit thickness calculation of column in PV lite or equivalent software Confirmed All external attachment welded to pressure part shall be same as pressure part or equivalent MOC.</p>				



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		Confirmed Vendor to submit GA drawing within one week of PO/LOI receipt from Laxmi Organics. Confirmed Vendor to submit Drawing of all internals and fabrication of same to be started after approval by LOIL. Confirmed Vendor to confirm QAP attached herewith enquiry Confirmed Vendor to consider blind flanges along with spare nozzles Confirmed Vendor to supply 2 nos body flange gasket sets along with column Confirmed Vendor to give schedule for project within one week of PO receipt and also update the status every week to LOIL. Confirmed Performance Guarantee for column hydraulic and pressure drop shall be with Vendor. Only Mechanical Guarantee in CDPS Scope Installation & commissioning support will be provided by vendor. No separate PO will be raised for same. Only Supervision is in CDPS/CMTS Scope Similar type of equipment supply reference shall be provide by vendor along with quotation Confirmed Column saddle support for transportation is in venodr scope Confirmed Thermo well Length to be supplied by vendor in 45 deg. Thermo well bore ID to be considered 8mm Confirmed All nozzle nos as per GA drawing tensiling to be done on every nozzle Confirmed Vendor to provide all matching flanges with column for tongue and groove flanges if any All flanges only in SORF All nozzle projection should be considered 150mm long Confirmed				



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Sr.No	Product	Packaging	Quantity	Unit	Rate per Unit	Total Value
		Vendor to follow +/- 1 MM dimensional tolerance for fabrication Confirmed Proper stensiling to be done on all nozzles as per GA drawing by vendor.				
			Total (INR)		3492800.00	
			Absolute discount		1751000.00-	
			Gross Price		11551000.00	
			IN: Central GST - IP		882000.00	
			IN: State GST- IP		882000.00	
			Grand Total (INR)		11564000.00	

Remarks:

Important Note : Send all the documents to the billing address mentioned above.

Reference : Your Offer No CDPS/YCPL/QRN-6765 R1, CDPS/YCPL/QRN-6765 R3, CDPS/YCPL/QRN-6765 R4 dtd 02.02.2022, 23.03.2022, 29.03.2022, 30.03.2022 & 01.04.2022 and Order Confirmation sent to you on 05.04.2022.

Design/Drawing/Quality : To get approved from our End User.

Drawing submission : Starting from 10 days & completion within 15 days

Material to be booked on door delivery + Consignee Copy attached basis.

Certificate: Relevant Material Test Certificate to be provided alongwith consignment.

Late delivery clause will be applicable if material is not delivered as per the delivery schedule indicated. LD charges applicable will be 0.5% per week, subject to maximum of 5% of total order value.

Approx Total Weight : 21,499 kg

C02 - 6929 kg

C09 - 8345 kg

C16 - 6225 kg

Inspection : By our approved TPI agency, charges in our account (Our Project Team to confirm TPI Agency to you)

Delivery Period : Within 14 weeks from GAD approval. (starting from 12 weeks)

Payment Term : 10% advance against PO, 10% after Drawing Approval, 70% with GST within 7 days after receipt of material at site & balance 10% against Performance bank guarantee valid for 12 months

Freight : Free door delivery at our Mahad Plant

SCOPE:

1. 'YCPL','we','us','our' refers to Yellowstone Chemicals Pvt. Ltd.

2. This Purchase Order shall constitute the contract ("order").

3. Our agreement with you consists of: (i) any Order for purchase of goods and/or services; (ii) General Purchasing Conditions; (iii) any specifications and safety, health and environmental requirements that we agree with you; (iv) any supplementary terms and conditions of purchase that we agree with you; and (v) our quality and other requirements or procedures that we agree with you.

PACKING:

4. Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road/rail/air/water to the specified destination.

5. In case of dangerous goods, the Supplier shall submit details of packing and transportation plan to Purchaser for confirmation prior to shipment.

ACCEPTANCE

6. You are required to confirm the acceptance of this Order or raise queries, if any, in writing via email or fax or Order acknowledgement within 3 days of the receipt of the Order. In case we do not receive your formal acceptance/rejection within 7 day of the receipt of Order then the Order shall be deemed as duly accepted by you. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties.



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7. The Order expressly limits your acceptance to the terms of the Order. These Terms expressly exclude any of your terms and conditions of sale or any other document issued by you in connection with this Order.

PRICING:

8. The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by us and shall be inclusive of packing and free delivery at our factory/warehouse/godown /works or any place specified in the order.

9. For deliveries involving installation, commissioning or services the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by us at the designated place of receipt.

DELIVERY:

10. Delivery time is the essence of this order and must be strictly adhered to. If you fail to deliver the goods in time, we may, at our sole discretion:

(a) Treat the order as cancelled at any time and recover any loss or damage from you;

(b) Purchase the goods ordered or any part thereof from other sources on your account, in which case, you shall be liable to pay us not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage we may suffer;

(c) Without prejudice to above provision we may accept late delivery, subject to a deduction in payment of 0.5% of the total order price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 5% of the order price.

11. For the purpose of establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

EXAMINATION / REJECTION OF GOODS:

12. All materials duly processed and supplied against this order should conform to latest Indian Standards; it should be new, merchantable quality, fit for their intended purpose and should be in line with "Quality Assurance Plan", if any, which has to be approved by us. All such materials will be subject to inspection and approval by us, at the place of delivery indicated by us.

13. All rejected material shall be removed by you at your own costs within 48 hours from the date of rejection note / intimation / Challan posted by us to you.

14. Beyond 48 hours, we will not be liable for any loss or damage to the rejected goods.

15. In case of any failure due to any reasons to remove the goods/material we shall have all rights to remove the defective materials/goods from our premises and discard it at your cost and consequences.

WARRANTY / GUARANTEE:

16. The said good/services processed and delivered by you shall be made out of good quality bought out components/materials, as acceptable to us and it should have standard/excellent workmanship and fit for their intended purpose.

17. The said goods/services delivered by you shall be identical to the sample specification given you, if any.

18. Where the said goods/services delivered by you to us is according to sample as well as certain specification/description, if any, the said goods/services actually processed and delivered, shall match not only with the said sample, but also with the said specification/description.

19. If deficiency is identified before or during the transfer of risk or during the Guarantee Period of 12 months from the date of commissioning or 18 months from the date of delivery, you must at your own expense and at the discretion of us either repair the deficiency or provide re-performance of the Services or replacement of delivery. This provision also applies to delivery subject to inspection by sample test. Our discretion shall be exercised fairly and reasonably.

20. Should you fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by us, we are entitled to: cancel the order in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of yours or re-performance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance.

INVOICING:

21. You shall prepare and raise GST invoice as per provisions of section 31 of Goods and Services Tax Act, 2017 ('GST') read with rule 7 of GST Rules, which must contain all details as required under law and rules, including but not limited to the date of delivery, Order number, your GSTIN Number, delivery address, description and HSN Code of goods/and or services delivered, and must be sent to the invoice address specified in the Order.

22. In case of supply of goods, you shall issue three (3) copies of the invoices (i.e. 'Original' for recipient, 'Duplicate' for transporter and 'Triplicate' for Vendor) and wherever the law requires, you shall mention the Electronic Reference Number for each invoice.

23. In case of supply of services you shall issue Two (2) copies of invoice need to be issued by the Vendor (i.e. 'Original' for recipient



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A - 22/2/1, Mahad Indl Area , Village Kamble Mahad, Takuka- Mahad, Dist- Raigad- 402309 Maharashtra, India.

and 'Duplicate' for Vendor).

24. You shall be responsible for the issue of other documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any miss-declaration.

25. Where the supply of goods/ services is liable to GST under reverse charge mechanism, then you should clearly mention on your invoice that "the liability of payment of GST is on the Recipient of Goods / Service".

26. The invoice should clearly specify any abatement, if any claimed or otherwise from the Taxable Value while calculating the GST.

27. In case of receipt of advance, you shall undertake to raise the necessary statutory document on or before stipulated time period.

28. Any known discount should form part of terms of the invoice to enable each of us to claim tax adjustment.

PAYMENT AND TAX INDEMNITY:

29. The price quoted shall be exclusive of GST as may be applicable

30. For the purposes of this clause, GST shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable.

31. We may deduct from the price of the goods and/or services ordered by us any sums due to us under any other contract between us.

32. In due compliance of the obligations, you shall remit the GST so charged (if any) from us, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables us to claim timely credit (i.e., in its GST return for the month in which the invoice / debit / credit note is raised on us of GST in the appropriate GST registration).

33. In the event the credit of GST is not granted or denied to us under the applicable Laws for non-payment of taxes charged to us or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government/incorrect submission of information on the GSTN Platform), then you shall rectify the said non-compliances/errors to ensure that we get the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by you in a timely manner then we shall have the right to set off such shortfall against the subsequent payments of the Fees to you or recover the amount of GST charged along with the interest, penalty and/or any other cost from you.

34. Any liability arising out of dispute on the tax structure, calculation and payment to the Government will be to your account.

35. Any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to us by you.

Accordingly, you are expected to pass on any direct or indirect benefits arising to you thereon. The responsibility to pass on the above benefits vests with you, as our 'responsible vendors' and we reserve our right to understand and seek the manner/ mechanism in which such benefits are passed on to us.

OTHER POINTS:

36. Unless otherwise stipulated, the Weight/Volume/Quantity recorded at our premises shall be final.

37. The Order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

38. You shall promptly communicate to us with regard to any change in the registration, issue of blacklisting or any non-compliance irrespective of the fact that whether such events are attributable to you or not.

39. Any local levies and / or other charges levied by any Central/state/local authorities wherever applicable shall be extra and you shall be liable to discharge the same.

40. Truck and Tanker drives carrying the goods shall have a valid license, PUC certificate, required safety equipments, and all other statutory documents and records as may be prescribed by the Government from time to time.

LAW & JURISDICTION:

41. The Order shall be exclusively governed by Indian law. The courts of Mumbai shall have exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with the Contract or its subject matter.