

PURCHASE ORDER

PO Number : 400180682
Date : 04-SEP-2024

To : AEON AIRCONDITIONING SOLUTIONS
AEON HOUSE SHOP NO 6 7
BEHIND N CUBE CHINA TOWN
OPP SHISHU DNYAN MANDIR
MUMBAI-400601
Maharashtra
AYYPS2229K
GSTIN No: 27AYYPS2229K1ZK

Mob : 9082199672
Email : ASIM.SHAIKH@AEONACSOLUTIONS.COM

Billing Address:

Ganpati Enclave
Opp. Bora Service Petrol Pump, Ulubari
Guwahati
ASSAM-781007
Assam
INDIA
(GST No. 18AAACK4409J1ZJ)

Kind Attention : Huzaifa
Subject : Purchase Order for HVAC Low Side Work at Ground Floor Krishna Magnum Opera Tower Rg Baruah Road Zoo Tiniali Guwahati 781021 Assam (New Branch Roll Out).

Dear Sir/Madam,

We are pleased to award our purchase order to you for the below listed items. Kindly deliver in accordance with the terms of this Purchase Order and all attachments hereto, which forms part of this order.

- Scope & Order Value :

Total Value of the works covered under this Purchase order (for the scope detailed in the BOQ attached – Annex A) overall will be INR 349,630.00/- (INR Three Lakh Fourty Nine Thousand Six Hundred Thirty). PO value is exclusive of all applicable taxes. Any variation in the applicable taxes shall be accordingly paid by KMBL.

1. List of Annexures:

- Annexure A - Annexure A for Price Sheet, Item Description, Quantity, Delivery Address and Contact Details.

2. Standard Payment Terms:

100% payment shall be made within 30 days post completion of installation, testing, commissioning and handing Over Documents.

3. Supply Terms:

Within 2 to 3 weeks from the receipt of the Purchase Order (PO) / Post confirmation from KMBL Authorized Personnel via mail, / as per scheduled prepared or shared by representative of respective KMBL Site post issuance of PO.at site.

4. Price validity:

The Contract Value and Finalized rates for Individual items will remain firm during the entire Contract period - 12 calendar months from the date of release of PO. You also confirm that no escalation whatsoever will be applicable during the entire Contract period.

5. Penalty:

Compensation for delay in achieving the supply milestone shall be 1% of PO value per week subject to maximum of 10% of the PO value.

6. Termination clause:

Both the parties have the right to terminate the contract by providing one month prior / Advance written notice to the other party. This PO/arrangement can be terminated by Bank due to service not upto the mark, delay in response or unable to

resolve the issue / complaint within given stipulated time. The Vendor shall return all our proprietary documents / material to KMBL immediately upon receipt of the notice from KMBL.

7. Electricity & water

In case of electricity required during the execution of job / activity KMBL shall provide power provision but equipment shall be carried by Vendor, requirement of water / water connectivity shall be provided by bank, however requirement of equipment shall be Vendor scope.

8. Statutory Compliance :

Vendor shall comply with all statutory obligations under all applicable laws, statutes, rules and regulations, which includes but not limited to PR, ESI, Minimum wages, Contract labour, child labour and other industrial and labour enactments, Service Tax, VAT, Excise, Octroi etc. from time to time. (Along with all safety measures during work executed on height/ Critical Job).

9. Materials/Services:

The requisite material / Services shall be supplied strictly in accordance with description /specification given by KMBL in the PO & at costs as mentioned therein. No deviation from specification is permitted without prior consent in writing by KMBL. At any point of time from the effective date of this PO, KMBL reserve the right to return the Material / Services of inferior quality and cancel the order. Please note that during the terms of this PO/arrangement if KMBL return the material/Services for more than 3 (Three) times then the same shall be treated as service not up to KMBL's satisfaction and KMBL shall be at liberty to terminate this PO/arrangement without any notice. In such an event KMBL shall not be liable to pay the Vendor any amount under any circumstances.

10. Availment of Goods / Services :

KMBL do not guarantee usage of fixed quantity of the Goods/materials/services during the aforesaid period of this arrangement. Please note that arriving at this arrangement with you will not stop us from entering into similar arrangements with other vendors on the terms agreed with them.

11. Indemnity:

You shall at all the times indemnify defend and hold harmless KMBL and any of its officers, directors, employees, representatives, agents, and assigns from and against any liability or any other loss, cost, damage that may occur, arising from or relating to loss, claims, demands, whatsoever \ All which may be made in respect of the quality of the goods/ material / equipment supplied OR services rendered under the above PO / arrangement.

12. Relationship of the Parties:

The parties have entered into this arrangement on a principal to principal basis.

13. Entirety of Arrangement:

This arrangement together with all Appendices, Exhibits, Schedules, Attachments and Addenda attached hereto from time to time constitute the entire arrangement between the parties and supersedes all and any previous arrangements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the Subject matter hereof.

14. Amendments:

Any change, modifications and amendments in this work order shall be carried out only in writing and such writing are to be executed by both the parties and such amendments and/or modifications shall form part of this work order and the terms thereof shall apply hereto to the extent applicable

15. No Relationship of Master and Servant/Employer and Employee :

Nothing contained in this arrangement or in any instructions and/or guidelines or Authorization that may be issued by KMBL shall be construed to create any relationship of master and servant or employer and employee as between KMBL on the one hand and the Vendor on the other. It is clearly agreed and understood that this arrangement is only for specific activities to be performed by the Vendor as and when the Vendor is required to perform the same by KMBL.

16. Dispute Resolution:

All disputes, differences and/or claims arising out of this work order as to the meaning or effect hereof as to the rights liabilities of the parties hereunder shall be instituted only in competent courts in Mumbai.

17. Acceptance - Contract Terms:

Signing this order or beginning work, implies that you are in agreement to comply with the terms and conditions, specifications and other documents that this order incorporates by reference or attachment. No changes in, modifications of, or revision to, this order shall be valid unless in writing and signed by an authorized representative of buyer. All prices and amounts on this order are expressed in INR.

18. Audit:

The Vendor shall provide its books of accounts/documents as required by the Bank in meeting its audit and regulatory requirements, so long as they relate to Vendor, to enable the Bank, its regulators or any other Government Authorities or the Bank's Approved Auditors to conduct appropriate audits under this Agreement.

The Bank's audit rights shall survive expiration or termination of this Agreement the period required under applicable laws regulations.

19. Assignment :

The Vendor shall under no circumstances be allowed to assign any of its rights and obligations under this Agreement either in whole or in part to any person or entity without obtaining written permission from the Bank.

20. Other Terms & Conditions:

All materials needs to be delivered in presence of our security and to be verified by bank representative along with Inward Stamp, delivery / transportation charges shall be under Vendor / supplier Scope, Mathadi, VARAI and any labor Union charges will be under your (vendor) scope. Vendor shall be liable to take the necessary insurance for the Product and its people. All safety standards as per COVID-19 and Pandemic related issues as to be prescribed by KMBL shall be maintained by you and your attendants.

21. Note:

- Email Contacts from KMBL: For Payment - Brt.Billssubmission@kotak.com & Crem.Brtpayments@kotak.com.
- This PO is made by Mr. Prashant Badbe.

The Supplier shall acknowledge the receipt of the Purchase Order within 7 days of receipt following the system generated email of this order and shall there by confirm his acceptance of this Purchase Order in its entirety. If the Purchase Order acceptance is not received within 7 days, it shall be deemed to have been accepted by the Supplier.

For
Kotak Mahindra Bank Ltd.

For
AEON AIRCONDITIONING SOLUTIONS



Authorized Signatory:

Navin Upadhyay
Senior Vice President

Authorized Signatory:

Annexure A

SR No.	Item	Qty	UOM	Rate (INR)	Amount (INR)	LOB	LOC	CC	Delivery Location Contact Details	Delivery Address
1	Installation of HVAC Low Side (New Asset)	1	Lumpsu m	349,630.00	349,630.00	9001	9538	9005	JUNAID MAHMOOD - 9711809493	9538 GR FLR KRISHNA , MAGNUM OPERA TOWER RG BARUAH , ROAD ZOO TINIALI , GUWAHATI - 781021.
Grand Total (Excluding Tax)					349,630.00					