

Purchase Order/Work Order

Vendor Name	AEON AIRCONDITIONING SOLUTIONS	PO Date	19-Jun-2025
Address	Office No. 109, Devashree Gardens Wing D, Rw Sawant Road, Rutu Park, Thane Thane Maharashtra 400601	PO Number	PO-1016246
Vendor Code	1155531	PO Revision No	-
Contact Name		PR Initiator	Avanish Singh
Contact Email ID		PR Initiator Email ID	avanish.ashoksingh@aubank.in
Mobile No.		PR Initiator Mobile No	

Dear Sir/Madam,  
We are pleased to place purchase order for following items in accordance with terms and condition as mentioned below/Contracts.

S.No	Item Description		Quantity	UOM	Price	Amount (INR)
1	AC - Erection/Installation and Commissioning		1	Lot	154640.00	1,54,640.00
	Payment Terms	50% Advance Payment and Balance After Delivery/Service	Agreement Ref no.			
	Bill To	Goa-30	Ship To	2751 - Mapusa		
	Period		Warranty (if any)	1 Year		

Remarks	Contact Detail - Avanish Kumar - 8130082257	Tax / GST	Extra as applicable
Delivery Schedule		Freight Terms	Including
Validity of PO	Three Month from PO issue date OR agreed period as specified in PO above, Or as Per OD/SOW/Agreement whichever is later.	Installation	
PO T&C	Purchase/Service Terms & Conditions as per T&C Annexure.	Mode of Payment	RTGS/NEFT
Note : - Invoice/Challan must be quoted PO Number, GST No. and HSN Code, Product Serial Number and Mfg.Date. also mention if applicable.			
Delivery Location as per Ship to and GST as per Bill to location applicable, Complete Details as per below annexure.			
(In Words) (INR) One Lakh Fifty Four Thousand Six Hundred Fourty		Total (INR)	1,54,640.00
		For AU Small Finance Bank Ltd.  Yogesh Laddha  (Authorized Signatory)	
Regd. Office :- 19A, Dhuleshwar Garden, Ajmer road, Jaipur-302001			

Ship to Annexure					
S. No.	Branch Name	City	Postal Code	State	Full Address
1	2751 - Mapusa	Mapusa	403507	Goa	Ground Floor, Shop No.1 and 2, Cosmos Tower, Morod,

Bill to Annexure			
S. No.	State Code-State	GST No.	Full Address
1	30-Goa	30AAACL2777N2ZC	SHOP NO UGF 11,12, VASANTA ARACADE, MATRIZ NO.1317/SURVEY OFF. CHALTA NO 96, SHEET NO 214 COMBA BOGTANCHO DANDO, MARGAO GOA, SOUTH/CALANGUTE, Bardez

**T&C Annexure**  
**Terms and Conditions of Purchase Order**

**1.0 Definitions**

The term used herein, or any other document related to the Purchase Order, the defined terms set shall have the meanings specified herein.

**Bank:** Shall mean the company specified in Purchase Order and shall include its legal successors in title and permitted assignees as well as its Authorized Officers / Representatives, who issues the Purchase Order

**Drawings:** Shall mean all drawings referred to in the Purchase Order, or Specifications and any modification of such drawings Approved in writing and shall include: 1) Drawings & supplementary drawings furnished by the Bank or any other person authorized by the Bank as a basis for the Purchase Order to clarify and to define in greater detail the intent of the Purchase Order. 2) Engineering data and drawings submitted by the Vendor during the progress of the Work provided such drawings are approved by the Bank.

**Vendor:** Vendor shall mean a person who is awarded this Purchase Order, being a successful bidder or otherwise, which shall include its legal successors in title and administrators, liquidators permitted assignees as well as its authorized offices / representatives; or the proprietor working in the name of Firm; or partnership firm represented by the specified partners or through its specified managing partner.

Agreement- Agreement shall mean the Definitive Agreement/SOW or any other legal agreement signed between the parties.

**"Vendor" and "Bank" are hereinafter, whenever the context may so require, collectively referred to as "Parties" and individually as "Party".**

**2.0 Acceptance of the Purchase Order**

Within 3 Working days from the date of the receipt of Purchase order (electronically or physically, as the case may be) , the Vendor shall have three working days for either acknowledging or raising concerns with respect to the contents, commercials and other terms and conditions of this Purchase order. If the Vendor fails to act Purchase order within the time prescribed herein above, the Purchase order shall become final and binding on the Vendor and it will be deemed that the Vendor has accepted the Purchase Order in its entirety and the Vendor shall be deemed to have Purchase order waived and any of his general sales conditions shall stand cancelled with respect to the Bank. Warranty will be applicable as mentioned in Purchase Order issued by Bank.

**2.1 Definitive Agreement:**

In case definitive Agreement has to be signed between the parties pursuant to the issuance of this Purchase Order, then in such case parties will execute definitive Agreement, within 15 days or any other mutually agreed timelines in writing and agreed by the Bank. The Bank shall not be under any liability, irrespective of the fact that the Vendor has acted upon this Purchase order, to make any payments under this Purchase order till the time Definitive Agreement is validly executed between the parties strictly under the timelines agreed herein above. The terms and conditions as contained in the definitive agreement shall for intent and purposes will prevail over the terms and conditions mentioned herein.

**3.0 Taxes and Duties**

3.1 Applicable Taxes, Duties, levies and Cess shall be as specified in the Purchase order.

3.2 All compliances of GST are required to be adhered to follow the rules and regulations declared by government under GST.

3.3 All invoices pertaining to the Purchase Order must be GST compliant & to be submitted within 30 days of delivery/ installation of items as listed in the Purchase order along with the GST Registration number. If Bank will not be able to take input tax credit due to any reason, then Bank has right to recover such loss along with applicable interest from Vendor.

3.4 In case the GST amount mentioned in the invoice is not reflected in GSTR 2A or 2B of Bank in the prescribed manner within the statutory time limit OR Bank is unable to take input tax credit on the basis of invoices, then Bank without any prejudice to its other rights and remedies to recover the said amount along with statutory leviable interest and penalty, reserves the right to withhold/ deduct the said amount along with the statutory leviable interest and penalties, reserves the right to withhold/ deduct the said amount (inclusive of statutory leviable interest & penalty) which has not been reflected or credit of which could not be taken, from Vendor's forthcoming/existing invoice. The said adjustment/withholding shall be deemed to be full and final settlement of the forthcoming/existing invoice from which such adjustment/ deduction is made and no dues in relation to the said invoice would remain. Vendor shall ensure the payment of tax collected from the bank to GST department and filing of GSTR-3B. If vendor make any default in payment or filing of its GST returns including late filing, Bank shall have right to recover or hold the said amount along with statutory leviable interest and penalty.

3.5 The Vendor shall be responsible to upload the correct details of all invoices/ records in GSTR-1/1A/IFF. The Bank reserves the right to accept, reject or leave any invoice/ records pending in case of mismatched or incorrect details. The Bank also has the right to recover any losses (including tax, input tax credit, interest, penalty etc.) incurred due to supplier's default.

3.6 If there is a delay in Delivery/Completion on account of the Vendor and if there is any Statutory increase in Duties / Taxes / Levies or implication of any new taxes/ duties during the period of delay, in such case the difference shall be in account of the Vendor.

3.7 Anti Profiteering Clause: Sec. 171 of CGST Act contains provisions related to anti-profiteering by which Vendor should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates, to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government. Any increase in tax cost due to change in the rates of tax shall be reimbursed by us.

3.8 All payments would be subject to tax deduction at source at the applicable rates under applicable laws (if applicable). No taxes are to be withheld out of amount payable to Vendor, if it provides a copy of exemption/ no tax deduction certificates. In case lower tax deduction certificates are provided, then taxes shall be withheld by Bank accordingly.

**4.0 Price basis**

The total price of the goods / services stated in the Purchase Order should be treated as final price. No additional charges e.g. freight/shipping charges, packing charges, surcharge will be allowed unless such charges are specified in the Purchase Order.

The Vendor shall have to arrange for all transit risk insurance and pay the relevant risk insurance till the equipment / material reaches the destination unless otherwise specified in Purchase order.

**5.0 Delivery terms**

5.1 Non adherence to the delivery schedule (or revised schedule as approved by Bank) will attract penalty @ 2% of the undelivered value of order for delay of every week without prejudice to any other right of Bank, subject to maximum of 20% of the order value

Over and above the penalty, in the event of delay Bank has a right to

(i)cancel the Order in part or in full and purchase such cancelled quantities from open market at the prevailing market price at the risk & cost of the Vendor (ii) refuse to accept the Goods delivered beyond the delivery date.

5.2 For installation/ Commissioning of the equipment at Bank's site coordination/ clarification/ timelines with any other agency has to be done in consultation with and/or under the instruction of representative/agency appointed by Bank, wherever applicable.

**6.0 Tolerance**

6.1 Tolerance, if applicable, shall be as mentioned in the Purchase order. For Weight/ Measurements recorded at Bank's Premises (Bank's Site) or Bank's designated weigh bridge/ Third Party agency shall be deemed as final.

**7.0 Limitation of Liability**

The liability of the Vendor to the Bank under the Purchase order shall be for any and all losses and expenses of any nature whatsoever arising directly or indirectly from any dishonest, negligent, criminal, fraudulent act or for breach of any obligations as contemplated herein, of the Vendor or any of its representatives, agents or employees. The limitation shall not apply to any obligation of the Vendor to repair or replace defective Equipment, to offer efficacious services as stated herein or to indemnify the Bank with respect to patent infringement.

**8.0 Terms & Mode of Payment**

8.1 Payment Terms shall be as specified in the Purchase order.

8.2 The following documents, shall be submitted by the Vendor for payment. 1) Commercial Invoice with applicable GST, 2) Packing List, 3) E-way bill when tax invoice value is more than Rs 50000, 4) Manufacturer's Test Report, 5) Certificate of Insurance,6) Guarantee/Warrantee Certificate, as applicable.

8.3 The Vendor shall ensure that invoices against all supplies are drawn up exactly in accordance with Bank's Purchase order and that the Item Code and Purchase order Item Number (as appearing in Purchase order) are mentioned for each item of Vendor's Invoice

8.4 If any incorrect invoicing is found claiming excess quantity, units or location, same will be subjected for penalty under – "Wrong invoicing with mala fide intention"

8.5 The Vendor shall open current account with AU Small finance Bank and the Bank shall provide assistance to Vendor in opening and processing of such accounts and Vendor shall endeavor to open corporate salary account of its employees with AU Small Finance Bank

8.6 Bank believes that Vendor is not registered under MSME, and in case the Vendor is registered, related documents must be shared with Bank within 7 days from the date of receipt of this order.

**9.0 No Assignment: -**

This Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of the Bank.

**10.0 Material Acceptance/ Rejection**

Goods inspected as site shall be final and binding to Vendor for supplying as per Bank's specifications. Goods not supplied as per Banks specifications are liable to be rejected and no claim in respect of the same will be entertained. The Bank reserves the right to reject the material/services either in part or in full, which will be intimated to Vendor in writing within reasonable time. The Vendor shall repair / replace the material/services at his own cost and risk within 7 days. Till the repair replacement is made, the rejected material/services shall be lying at the Vendor's risk, cost & responsibility. If the Vendor do not initiate action on the proceedings of rejection within 15 days from the date of intimation, Bank reserves the right to proceed of disposal either in part or full of such rejected material. The expenses incurred on storage, handling and disposal of the rejected goods shall be claimed from the Vendor or may be recovered from any due amount.

**11.0 Defect Liability**

11.1 Defect liability period shall be for 1 year form the date of receipt of material/services

11.2 If during the Defect Liability Period, any Defects are found in the design, engineering, materials and workmanship of the Goods supplied by the Vendor, the Vendor shall promptly, in consultation and agreement with the Bank take up appropriate remedying of the Defects, and at its cost, repair, replace or otherwise make good such Defect as well as any damage to the Supplies caused by such Defect.

11.3 If the Vendor fails to commence the work necessary to remedy such defect within a reasonable time (which shall in no event shall be more than fifteen (15) Days), the Bank may, following notice to the Vendor, proceed to do such work, and the reasonable costs incurred by the Bank in connection therewith shall be paid to the Bank by the Vendor or may be deducted by the Bank from any monies due to the Vendor or claimed under the Performance Security.

**12.0 Indemnity**

The Vendor shall indemnify and hold harmless the Bank and its employees and officers from and against any and all suits, actions or administrative proceedings, claims ,demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the Bank may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark ,copyright or other intellectual property right registered or otherwise existing which the Vendor is not licensed to use. In the event of any loss caused to the Bank or interest paid by the Bank for reasons attributable to MSME Vendor or default caused by the MSME Vendor in due compliance of any requirement of Statutory Acts or Rules, then Bank shall be entitled to recover such loss or interest from the MSME Vendor.

**13.0 Risk Purchase**

In case of breach of its obligations under the Purchase order by the Vendor leading to disruption of Supplies promised hereunder, it shall be competent for the Bank to terminate the Purchase order fully or partially, without any extra cost compensation to the Vendor or to procure the Supplies from any other Vendor and in that event the Vendor shall in addition to the payment of Liquidated Damages be liable to reimburse to the Bank additional cost if any incurred on such procurement of Supplies. This clause is in addition to any other Risk Purchase clause mentioned in a any Definitive Agreement executed between the parties.

**14.0 Force Majeure**

Neither Vendor nor Bank shall be considered in default in performance of their Purchase order obligations under the Purchase order as long as such performance is prevented or delayed by act of God or Epidemic or internal disturbances i.e. Civil or Military war or Strike at State / National Level affecting the execution of the job at the Vendors works and shall release the Parties from their obligations for the duration of the disruption and to the extent of its effect. However, strike at the Vendor works, shortage of fuel, Power and Labour shall not be treated as cause of Force Majeure. The Vendor must inform the Bank, by a Registered post or email or courier letter duly Certified by the Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause of delay immediately, but in no case later than Seven (7) days from the beginning and end of each cause of force majeure as defined above. In case of Unreasonable delays on account of Force majeure condition, both Bank & Vendor may discuss to come to a mutual agreement to finalize the future course of action. Any advance paid to the Vendor by the Bank must be reimbursed in case the force majeure situation prevails more than 30 days and deliveries are pending from the Vendor. Bank reserve a right to cancel the Purchase order in such situation.

**15.0 Termination**

15.1 The Bank reserves the right to cancel/terminate this Purchase Order or any part thereof. The Bank shall be entitled to rescind the Purchase order wholly or in part in a written notice to the Vendor if (i) The Vendor fails to comply with the terms of the Purchase Order; or (ii) The Vendor goes bankrupt or goes into liquidation proceedings or (iii) The Vendor fails to deliver the goods on time and / or replace the rejected goods promptly; or (iv) the Vendor fails to deliver the Goods/Services of desired quality, weight, specification, drawing, layout, design, etc.;

No claim shall lie against the Bank towards any losses suffered by the Vendor in this regard.

15.2 The Bank shall also be entitled to cancel this Order without assigning any reasons or becoming any way liable in such cancellation.

**16.0 Amendment**

16.1 The Bank shall have a right by written notice to change the terms of the Purchase order, the drawings, specifications or other descriptions, the time, method or place of Delivery/Completion or the method of shipment or packaging or to suspend Delivery/Completion of the Supplies. Upon receipt of such notice, the Vendor shall proceed promptly to make such changes. If any such change causes a change in the cost of the Supplies or in the time required for performance, the Vendor shall provide prompt notice to the Bank of any such change and an equitable adjustment shall be negotiated promptly and the Purchase order shall be modified in writing accordingly.

**17.0 Settlement of Disputes**

The Purchase Order shall be governed by Laws of India. All disputes arising from or in connection with the Purchase Order shall be referred to arbitration presided over by sole arbitrator appointed by the Bank at its sole discretion. The arbitration shall be conducted at Jaipur, in accordance with the arbitration and conciliation act 1996. Subject to the above, all disputes arising from or in connection with this Purchase Order shall be subject to exclusive jurisdiction of courts at Jaipur, Rajasthan. The language shall be English only.

**18.0 Confidentiality**

All information including, without limitation to, all oral and written information, disclosed by the Bank to the Vendor, or any Person acting for and on behalf of the Vendor is deemed to be confidential, restricted and proprietary to the Bank. Except as specified in the Purchase order, the information supplied is not to be reproduced in any form except as required to accomplish the intent of, and in accordance with the terms of, the Purchase order. For any other use of the information written consent to be taken from Bank

**19 Ethics**

19.1 Vendor must comply with all applicable laws, including the applicable anti-bribery laws, rules, regulations, notifications, circulars issued by the

concerned authorities

19.2 Offerings of any gift to Bank's employee(s) shall be treated as a violation of the order, and any violation would lead to termination of business relationship without and further notice to the Vendor.

Note: Service Provider/Vendor hereby accept and confirms that he has read all the above stated terms and conditions and will abide by the same.