

Akurli Road, Kandivali (East) Mumbai 400101 Maharashtra India TEL: FAX:

GST NO.

PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER

Vendor Code: AEON230522 · A002/A4A/3200241788 PO NO.

Vendor Name & Address: . 28.02.2024 DATE

: Vikas Giri AEON AIRCONDITIONING SOLUTIONS BUYER AEON HOUSE, DR AMBEDKAR ROAD

R AMBEDKAR ROAD

THANE 400601 Maharashtra India

TEL: 9820580008 FAX:

GSTIN No: 27AYYPS2229K1ZK

: AS PER YOUR FINAL OFFER THROUGH MAIL DT. 27.02.2024 AND SUNSEQUENT Reference

DISCUSSION WITH MR. SARWAR SHAIKH..

: Free del.to stores-Frgt.paid AS KANDIVALI PLANT Incoterm

: Mahindra & Mahindra, AS. **Delivery Address**

Akurli Road, Kandivali (East)

Mumbai 400101

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
10		INSTALLATION OF LOW SIDE - IDU + ODU Refer Table 1 After T&C for detailed description Delivery date : 30.03.2024	1.00	AU	94000.00	94000.00
Amount in Words (INR) RUPEES NINETY FOUR THOUSAND ONLY					Total PO Value:	94000.00

Tax As Applicable

Payment Terms: Full payment on compl of job & cert by authority.

TERMS & CONDITIONS: 1. GST 18% EXTRA OR AS APPLICABLE AT THE TIME OF BILLING.

- 2. NECESSARY INCOME TAX WILL BE DEDUCTED FROM YOUR BILLS, FOR WHICH TDS CERTIFICATE WILL BE ISSUED BY M&M.
- 3. ESI AND PF FORMALITIES ARE TO BE COMPLETED BY YOU PRIOR TO START ON SITE EXECUTION.
- 4. SUPPLIER SHALL STRICTLY ADHERE TO ALL SAFETY RULES AND REGULATIONS LAID DOWN BY M&M AND ALSO FOLLOW ESIS AND PF RULES DURING EXECUTION OF JOB AT SITE. M&M SHALL, IF REQUIRED CONDUCT A ONE TIME EXERCISE IN EXPLAINING SUCH RULES TO SUPPLIER'S REPRESENTATIVE IN ORDER TO ENABLE THIS PERSON TO CO-ORDINATE WITH ALL M&M'S INTERNAL DEPARTMENTS AS WELL AS WITH ALL SUPPLIER'S SUB-CONTRACTORS.

For MAHINDRA & MAHINDRA LTD.

: 27AAACM3025E1ZZ

SWAPNIL **JAYANT** RANDIVE

Digitally Signed By:
SWAPNIL JAYANT RANDIVE
Date: 2024 03 01 12:37:52 IST
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ISO FORMAT NO: ISO-5234434567 Visit our website: Page: 1 of 7

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Telephone No. -.

Website: WWW.MAHINDRA.COM CIN: L65990MH1945PLC004558 GST No.27AAACM3025E1ZZ PAN No.



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R AMBEDKAR ROAD

THANE 400601 Maharashtra India

TEL: 9820580008 FAX:

GSTIN No: 27AYYPS2229K1ZK

- 5. M&M SHALL NOT BE RESPONSIBLE FOR ANY KIND OF COMPENSATION DUE TO ACCIDENTS/ DEATH OF SUPPLIER'S AND / OR THEIR SUB-CONTRACTOR'S PERSONS AT SITE.
- 6. SUPPLIER'S WORK FORCE SHALL MAINTAIN THE DISCIPLINE IN THE PLANT AND SHALL NOT ENTER AREAS OTHER THAN THE WORK SITE WITHOUT PROPER PERMISSION OF M&M AUTHORITIES AT SITE.
- 7. SUPPLIER SHALL BE RESPONSIBLE FOR ANY LOSS AND DAMAGE TO M&M'S PROPERTY, DUE TO NEGLIGENCE OF THEIR CONTRACTORS.
- 8. SUPPLIER SHALL STRICTLY ADHERE TO MUTUALLY AGREED ACTIVITY SCHEDULE: SUPPLIER SHALL EMPLOY SUFFICIENT RESOURCES TO COMPLETE THE WORK IN TIME.
- 9. PO SERIAL NO. & VENDOR CODE SHOULD APPEAR ON PROFORMA INVOICE/ INVOICE / DELIVERY CHALLAN / BILL. PROFORMA INVOICE / BILL TO BE MADE AS PER PO.TERMS & CONDITIONS AND SHALL BE SENT IN DUPLICATE.

10. INVOCING ADDRESS:-

MAHINDRA & MAHINDRA LTD, AUTOMOTIVE SECTOR, AKURALI ROAD, KANDIVALI(EAST), MUMBAI-400101

- 11. YOUR INVOICE MUST HAVE ABOVE P.O. NO. & THE VENDOR CODE EXACTLY AS MENTIONED ABOVE. PLEASE NOTE ABSENCE OF THESE DETAILS MAY RESULT IN DELAYS IN RECEIVING OF MATERIAL & / OR PAYMENTS.
- PLEASE SEND A COPY OF INVOICE TO US FOR RELEASE OF PAYMENT. BILL TO BE MADE AS PER P.O. TERMS & CONDITIONS AND SHALL BE SENT IN DUPLICATE.
- 14. YOUR SERVICE INVOICE SHOULD HAVE FOLLOWING DETAILS A. SERIAL NUMBER

For MAHINDRA & MAHINDRA LTD.

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R AMBEDKAR ROAD

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TEL: 9820580008 FAX:

GSTIN No: 27AYYPS2229K1ZK

B. NAME & ADDRESS OF SERVICE PROVIDER

C. GST REGISTRATION NO.

D. NAME AND ADDRESS OF M&M RESPECTIVE PLANT WHERE SERVICE IS PROVIDED

E. DESCRIPTION/ CLASSFICATION AND VALUE OF JOB

F. GST (FOR SERVICE) BASIC TAX AMOUNT

G. SIGNATURE OF AUTHORISED PERSON

15. ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO THE ABOVE BUYER

AT CAPITAL PURCHASE,

ASSET MANGEMENT/ CAPITAL PURCHASE,

MAHINDRA TOWER ANNEX,

AUTOMOTIVE SECTOR,

MAHINDRA & MAHINDRA LTD,

AKURLI ROAD, KANDIVLI (E),

MUMBAI - 400 101.

BUYER NAME: MR.GIRI VIKAS TELEPHONE: 85119 86002

EMAIL: giri.vikas@mahindra.com

16. 12 MONTHS FROM THE DATE OF COMMISSIONING OR 15 MONTHS FROM THE DATE OF SUPPLY COMPREHENSIVE WARRANTY SHALL BE PROVIDED ON ALL COMPONENT

17. FORCE MAJEURE:

FORCE MAJEURE SHALL MEAN ANY CAUSE, EXISTING OR FUTURE WHICH IS BEYOND THE REASONABLE CONTROL OF ANY OF THE PARTIES INCLUDING ACTS OF GOD, STORM, LANDSLIDE, FIRE, FLOODS, INUNDATION, CYCLONE, EARTHQUAKE, EXPLOSION, EPIDEMICS, PANDEMICS, QUARANTINE, STRIKE, SLOWDOWN, LOCKOUTS, SABOTAGE, RIOT, EMBARGO,

For MAHINDRA & MAHINDRA LTD.

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INTERFERENCE BY CIVIL OR MILITARY AUTHORITIES, ACTS, REGULATIONS OR ORDERS OF ANY GOVERNMENTAL AUTHORITY IN THEIR SOVEREIGN CAPACITY, ACTS OF WAR (DECLARED OR UNDECLARED), STRIKE, LOCKOUT, BREAKDOWN OF THE PLANT, FAILURE OR DELAY IN THESUPPLIER'S/CLIENT'S SOURCE OF SUPPLY DUE TO FORCE MAJEURE CAUSES ENUMERATED ABOVE OR ANY SUCH EVENT AT THE SITE OF THE CLIENT.

- A. NEITHER PARTY SHALL BE LIABLE FOR THE FAILURE TO PERFORM ANY OBLIGATION IN TERMS OF THE CONTRACT IF AND TO SUCH EXTENT SUCH FAILURE IS CAUSED BY A FORCE MAJEURE.
- B. THE PARTY PREVENTED TO FULFIL ITS OBLIGATIONS

 (HEREINAFTER REFERRED TO AS "THE AFFECTED PARTY") BY FORCE MAJEURE
 SHALL NOTIFY THE OTHER PARTY IN WRITING WITHIN ONE WEEK AFTER
 OCCURRENCE OF SUCH FORCE MAJEURE AND IT SHALL BE ESTABLISHED
 BY THE AFFECTED PARTY THAT THE FORCE MAJEURE SITUATION HAD DELAYED
 PERFORMANCE OF THE AFFECTED PARTY'S OBLIGATIONS AND SERVICES AND
 WAS BEYOND THE REASONABLE CONTROL OF THE AFFECTED PARTY AND NOT
 DUE TO THE DEFAULT OR NEGLIGENCE OF THE AFFECTED PARTY.
- C. THE PERIODS FOR PERFORMANCE OF THE CONTRACT AS AGREED UPON SHALL BE EXTENDED BY THE PERIODS OF DELAY CAUSED BY SUCH FORCE MAJEURE, AS LO LONG AS THE PERIOD OF FORCE MAJEURE DOES NOT LAST LONGER THAN THREE MONTHS.
- D. IF A FORCE MAJEURE CONTINUES FOR MORE THAN THREE MONTHS AND THE PARTIES ARE NOT ABLE TO REACH AN AGREEMENT ON THE CONTINUATION OF THE CONTRACT WITHIN A FURTHER TERM OF ONE MONTH, THE FULFILMENT OF THE CONTRACT SHALL AUTOMATICALLY BE DEEMED IMPOSSIBLE AND SHALL STAND TERMINATED. IN CASE OF SUCH TERMINATION, THE SUPPLIER SHALL BE ENTITLED TO THE PAYMENT OF THE PROPORTIONATE CONTRACT PRICE PAYABLE TO THE SUPPLIER FOR THE WORK PERFORMED BY THE SUPPLIER UP TO THAT TIME THE AFFECTED PARTY HAD INVOKED THIS FORCE MAJEURE CLAUSE. THE SUPPLIER WILL ALSO BE LIABLE FOR PROMPT REFUND TO THE CLIENT OF ANY UNEARNED PORTION OF ALL THE CONTRACT PRICE PAYMENTS

For MAHINDRA & MAHINDRA LTD.

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RECEIVED BY THE SUPPLIER FROM THE CLIENT ON THE OTHER HAND. THE CLIENT MAY ALSO DEDUCT SUCH UNEARNED PORTION OF THE CONTRACT PRICE PAID TO THE SUPPLIER FROM THE AMOUNTS PAYABLE TO THE SUPPLIER E. THE PARTIES AGREE THAT THERE SHALL BE NO ESCALATION IN THE CONTRACT PRICE UNDER ANY CIRCUMSTANCES INCLUDING FOR REASONS ATTRIBUTABLE TO FORCE MAJEURE SITUATIONS.

18. LIMITATION OF LIABILITY

- A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUPPLIER BE LIABLE TO M & M OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, OR FOR ANY INDIRECT DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR IN ANY WAY RELATED TO SUPPLIER'S OR THE MANUFACTURER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF M/S MAHINDRA & MAHINDRA HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.
- B) SUPPLIER'S TOTAL LIABILITY IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE (WITH THE EXCEPTIONS OF WILLFUL MISCONDUCT AND FRAUD BUT INCLUDING FOR NEGLIGENCE) ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED TO 100% OF THE CONTRACT PRICE.
- C) HOWEVER, THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL NOT APPLY IN THE FOLLOWING EVENTS:
 - (I) INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS BROUGHT AGAINST THE OTHER PARTY, INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS
- (II) LIABILITIES THAT ARISE FROM A BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS

For MAHINDRA & MAHINDRA LTD.

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III) LIABILITIES THAT ARISE FROM A BREACH OF ITS **OBLIGATIONS TO COMPLY WITH LAWS** (IV) LIABILITIES THAT ARISE FROM ITS FRAUD

(V) LIABILITIES OF A PARTY THAT ARISE FROM ITS WILLFUL MISCONDUCT AND GROSS NEGLIGENCE (VI) LIABILITY OF IN CASE OF PERSONAL INJURY.

19. TERMS & CONDITIONS MENTIONED IN ENCLOSED ANNEXURE 'A' IS AN INTEGRAL PART OF THIS PO.

For MAHINDRA & MAHINDRA LTD.

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Item	Part Number	Table 1 - Detail description & specification	
10		INSTALLATION CHARGES FOR 5.5 TR DUCTABLE UNIT - 2 NOS. AS PER ATTACHED BOQ	

For MAHINDRA & MAHINDRA LTD.

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