

ISO 9001 : 2015

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Blue Star Limited,

2nd Pokhran Road, Majiwada, Thane (West) 400 601, India. Tel: +91 2267154525

Fax: +91 2267154501 www.bluestarindia.com

Proposal No: 1001061411 Dated: 06-Mar-2020 02:02:33

MANKIND PHARMA LTD

UNIT II PAONTA SAHIB SIRMOUR

, Sirmaur District, Himachal Pradesh, 173025, India

Dear DILBAG KUMAR, Asst. Manager-HR

Mobile No: 9816002544, Tel No:

It has been wonderful working with you to maintain the air conditioning/refrigeration facilities at your site, details as stated in the Annexure below. I am sure you must be satisfied with the working of your AC equipment and the services rendered by us.

Air conditioning and refrigeration systems, like all mechanical equipment are subject to wear and tear. They lose efficiency and consume more power over time, unless you monitor and maintain them regularly. Studies reveal that with regular tune-ups, a system will deliver up to 95% of original efficiency which helps reduce running and repair costs. What's more you also save a lot of power. It is our endeavor and commitment to maintain your air conditioning/refrigeration system at its optimal efficiency and ensure high uptime of your equipment.

I wish to inform you that the current Service expires and it will become due for renewal then. My team and I will be delighted to continue our services and ensure that you put your AC equipment to effective use. I am enclosing our Service Contract renewal offer, which on acceptance will facilitate the planning and execution of services after the expiry of the current contract.

As you go through this offer you will find that you will continue to have the convenience and benefits of a BLUE STAR Service (Subject to SOW) that include:

- * Service Call Desk
- * Trained Personnel
- * Exclusive Service Delivery Team
- * Expert Advice through the Service Specialist Group (SSG)
- * Expert monitoring by the Service Quality Assurance Team
- * Genuine Spare parts
- * Priority Service
- * Preventive Checks and many more

The enclosed offer contains the details of a Service Solution in line with your equipment needs and other necessary information. Kindly go through them. Please let us know when would you like our Executive to visit you to collect the signed agreement.

In case you need any details or have some special or specific requirements, please call us.

We look forward to serving you better.

Thank you. With best regards

For Blue Star Ltd

Michael Angre Senior General Manager

Central & Packaged Air conditioning Service Department

Contact: 022-67154500





Village Balongi **Tehsil Kharrar** Mohali, Punjab, 140301,

GSTIN ID:03AAACB4487D1Z2 Tel No:18602666666

Email:customerservice@bluestarindia.com

Proposal / Proforma Invoice No : 1001061411 Proposal / Proforma Invoice Date: 06-Mar-2020

PROPOSAL / PROFORMA INVOICE

Proposal / Proforma Invoice No : 1001061411 Proposed Period From :05-Jul-2020 Proposal / Proforma Invoice Date : 06-Mar-2020 Proposed Period To :04-Jul-2021

Customer Name & Address

MANKIND PHARMA LTD

UNIT II PAONTA SAHIB SIRMOUR

Sirmaur District Himachal Pradesh 173025 India

GSTIN ID:

Installation Address:

As per attached annexure

Sr. No.	Description	HSN / SAC	Type Of Contract	Qty	Contract Premium Amt	
1	Annual Maintenance Contract for Air Conditioning/Other Equipments as per attached List	BSL AMC	Risk Protection Contract	1	49,000.00	
			Total Taxable Amount		49,000.00	
TOTAL CONTRACT VALUE IN WORDS: Fifty Seven			CGST: 0.00		0.00	
Thousand Eight Hundred Twenty Rupees			SGST: 0.00		0.00	
			UGST: 0.00		0.00	
Taxes as applicable on date of Servicing / Invoicing.			IGST: 18.00		8,820.00	
Billin	g Frequency : Yearly					
	Advance					
			Grand Total		57,820.00	
Key Inclusions of the Contract			Key Exclusions of the Contract			
*	r r c r c r c r c r c r c r c r c r c c c c c r c c c c c r c c c c c r c	Replacements of the equipment due to ageing				
❖ All Break Down Calls shall be attended			Any damages due to the external influences			
All Material & Labour Charges covered except			 Supply of Consumables Day to day operations of the equipment 			
Divisi	specified : 51		❖ Day to day operations of the equipment Sales Office : 410			
			Income Tax PAN No : AAACB4487D			

CONTRACT WILL BE VALID ON PAYMENT OF Contract Premium as per agreed Terms of Payment.

To enter into contract please sign and return to us the duplicate of this contract together with your cheque for the amount.

Customer hereby enters into Maintenance Contract with Blue Star Limited and Blue Star Limited agrees to provide such services for the above machines as per terms and conditions enclosed.

Tax exempted if exemption certification furnished by you.

Enclosed Annexure On behalf of customer For **BLUE STAR LIMITED**

Equipment Details

Scope of the Contract

Terms & Condition Signature & Office Stamp

Authorized Signatory

Computer Generated proposal/Invoice. No signature required.

ANNEXURE I: INSTALLATION / EQUIPMENT DETAILS





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Tel No:1860266666 Email:customerservice@bluestarindia.com

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BSL Service Contract, SAC no: BSL AMC Covered For

Customer ID		Site Address						
800000291911		UNIT II PAONTA SAHIB SIRMOUR Sirmaur District Himachal Pradesh 173025 India						
Sr.No.	Model	Description	Product Serial No	Capacity	Rate	Prev.OblignExpi ry Dt.		
1	IVRFB- 14THN	VRF V Plus 14 HP Heat TD S	ESF00008	14.0/HP	49000.0	04-Jul-2020		





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ANNEXURE II: SCOPE OF WORK # Packaged and Ducted Systems

SECTION I

- 1. All equipment under contact will be serviced four times during the contract period as per standard Check lists.
- 2. All breakdown calls will be attended to during the contract period
- 3. Cost of spare parts/consumables required shall be borne as per type of contract and shall be applicable to all activities specified under Section II of this annexure (subject to standard exclusions)
 - a. Risk Protection Contract (RPC): Cost of necessary spare parts and consumables to be borne by BSL.
 - b. Compressor Excluded Contract (CEC): Cost of necessary spare parts (other than Compressor) and consumables to be borne by BSL
 - Labour Contract (LBR): Cost of all necessary spare parts and consumables to be borne by customer.

SECTION II

- 1. The compressor will be checked for its proper functioning and if any defect is found, the same will be repaired/replaced. (RPC Only)
- 2. Safety controls such as pressure cut outs will be tested for proper functioning and in case of any malfunctioning they will be either repaired or replaced accordingly
- 3. Air filters will be inspected and cleaned or replaced, if necessary. Cost of filters will be borne by the customer.
- 4. Cooling coil will be inspected and cleaned, if necessary.
- 5. The blower motor will be checked and any defects noticed will be attended to.
- 6. The driver set of the blower section will be inspected, belt tension adjusted and belts changed, if necessary.
- 7. Any defect in the electrical items and control wiring will be attended to.
- 8. Refrigerant gas will be topped up in the system as and when necessary.
- 9. Activities applicable to Water Cooled Units:
 - a. Condenser water pumps with motors will be checked for satisfactory functioning. Any repairs to them, if necessary, will be carried out by us.
 - b. Cooling tower nozzles will be inspected and attended to for proper spray and replaced, if necessary.
 - c. We will carry out cleaning of the cooling tower sump once in a year





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- 10. Activities applicable to Air Cooled Units:
 - a. The Condenser fan motor will be attended to.
 - b. The condenser coil will be inspected and cleaned.
 - c. Any repairs in the condenser coil will be attended to.
 - d. Repairs to refrigerant piping due to system problems will be attended to.

EXCLUSIONS

- 1. Repairs due to corrosion, if BSL equipment is installed in corrosive environment.
- 2. Water piping, cooling tower uprights, louvers, cooling towers fills replacement, sheet metal ducting, grills, diffusers, masonry work, carpentry work & welding work connected with the above.
- 3. Electrical cabling, Electrical switch boards and electrical accessories connected with main incomer to the system.
- 4. Insulation, false ceiling work and painting thereof.
- 5. Fine filters & HEPA filters.
- 6. Replacement of the Condensor Coil & Evaporator coil (Cooling Coil) or any other major equipment
- 7. Any other items which is not specifically spelt out under our scop of work or not originally supplied by BSL.





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ANNEXURE III: SCOPE OF WORK - BVRF

SECTION I

- 1. All equipment under contact will be serviced four times during the contract period as per standard checklists.
- 2. All breakdown calls will be attended to during the contract period.
- Cost of spare parts/consumables required shall be borne as per type of contract and shall be applicable to all activities specified under Section II of this annexure (subject to standard exclusions)
 - Risk Protection Contract (RPC): Cost of necessary spare parts and consumables to be borne by BSL
 - b. Compressor Excluded Contract (CEC): Cost of necessary spare parts (other than Compressor) and consumables to be borne by BSL
 - c. Labour Contract (LBR): Cost of all necessary spare parts and consumables to be borne by customer.

SECTION II

- 1. The compressor will be checked for its proper functioning and if any defect is found, the same will be repaired/replaced.
- 2. Safety controls such as pressure cut outs will be tested for proper functioning and in case of any mal-functioning, they will be either repaired or replaced accordingly.
- 3. The PCBs of the IDU & ODU will be checked for its proper functioning and if any defect found, the same will be rectified/replaced.
- 4. Air filters will be inspected and cleaned or replaced, if necessary. Cost of filters shall be borne by the customer.
- 5. Cooling coil will be inspected and cleaned, if necessary.
- 6. The blower motor will be checked and any defects noticed will be attended to.
- 7. Any defect in the electrical items and control wiring will be attended to.
- 8. Refrigerant gas will be topped up in the system as and when necessary.
- 9. The Condenser fan motor will be attended to.
- 10. The condenser coil will be inspected and cleaned.
- 11. Any repairs in the condenser coil will be attended to.
- 12. Repairs to refrigerant piping due to system problems will be attended to.





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EXCLUSIONS

- 1. Repairs due to corrosion, if our equipment is installed in corrosive environment.
- 2. Sheet metal ducting, grills, diffusers, masonry work, carpentry work & welding work connected with the above.
- 3. Electrical cabling, Electrical switch boards and strips heaters.
- 4. Humidifier electrodes, if water quality not maintained as per BSL recommendations.
- 5. Insulation, false ceiling work and painting thereof.
- 6. Pre, Fine filters & HEPA filters.
- 7. The replacement of the Condenser Coil & Evaporator coil.(Cooling Coil).
- 8. Any other items, which are not specifically spelt out under our scope of work.





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ANNEXURE IV: Scope of Work # Window and Split Air conditioners, Water / Bottle coolers Deep Freezers, Ice Cubers, Display Cabinets, & Cold Rooms.

- 1. All equipment under contact will be serviced four times during the contract period as per standard checklists. One of these services will be rendered, positively before the onset of summer to ensure trouble free working the plant during the summer. The next service will be rendered in the quarter after the summer season.
- 2. All breakdown calls will be attended to during the contract period.
- 3. Cost of spare parts/consumables required shall be borne as per type of contract, subject to the exclusions mentioned separately and shall be applicable to all activities undertaken.
 - a. Risk Protection Contract (RPC): Cost of necessary spare parts and consumables to be borne by BSL.
 - b. Compressor Excluded Contract (CEC): Cost of necessary spare parts (other than Compressor) and consumables to be borne by BSL
 - c. Labour Contract (LBR): Cost of all necessary spare parts and consumables to be borne by customer.

EXCLUSIONS

- 1. ROOM AND SPLIT AIR CONDITIONERS: Replacement of air filter, control knob, cabinet, sheet metal panels & plastic parts, evaporator & condenser coils, front grill, painting, heater and its accessories, UPS, Voltage Stabiliser, Doors, locks, gaskets, and any change in installation. Gas charging (if any) during the replacement of above exclusions.
- 2. WATER COOLER/BOTTLE COOLER: Replacement of water filter, filter pads, sheet metal panels, unit structure of base, cabinet, locks, gaskets Coils, UPS, Voltage stabiliser etc.
- 3. DEEP FREEZERS & Ice Cuber: Filters, Filter pad, Sheet metal work, PUF Panels, replacement/repair to evaporator/condenser coils, painting, replacement of copper pipes, plastic parts, door handle & locks, key, gasket, door hinges, castors, main lead and plug, UPS, Voltage Stabiliser etc.
- 4. Display Cabinets: Filters, Filter pad, Sheet metal work, PUF Panels, replacement/repair to evaporator/condenser coils, painting, replacement of copper pipes, plastic parts, door handle & locks, key, gasket, door hinges, Fluorescent Tube lights, Glass Cabinet, castors, main le ad and plug, UPS, Voltage Stabiliser etc.
- Cold Room: Sheet metal work, PUF Panels, replacement/repair to evaporator/condenser coils, painting, replacement of copper pipes, plastic parts, door handle & locks, keys, all Heaters and temperature indicators, gasket, door hinges, castors, main lead and plug, UPS, Voltage Stabiliser etc.
- 6. General: Replacements in case the spare part is obsolete.





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ANNEXURE V: TERMS AND CONDITIONS

1. Water Quality

Please refer to the Blue Star/manufacturer manual for water quality specification if supplied along with the equipment. Descaling of heat exchangers will not be required if water supplied is as per Blue Star specification. If need be, descaling will be done once a year free of charge. Subsequent descaling in a year is not only detrimental to the health of the equipment but will also be done at additional price.

2. Preventive & Breakdown Maintenance

Customer will be responsible for facilitating necessary shutdown for Preventive Maintenance and Breakdown maintenance as required.

3. Lubrication

With the advent of self lubricated parts and assemblies, lubrication will be done based on need and not as a matter of routine.

4. Operating Contract

In case of operating contract, normal working hours for an operator shall be 8 hours a day, 6 days a week. If required to work beyond 8 hours in a day or on Sundays/holidays, the same should be supported with sufficient intervals and at overtime charges as applicable.

5. Power Supply

Blue Star takes responsibility of performance of the system or product only if the voltage range is between 210 V to 230 V for single phase and 400V to 440 V for three-phase power supply. The AC frequency range will be between 49.5 Hz to 50.5 Hz. Not withstanding this, specific instructions in the equipment manual will be the guiding/limiting values.

6. Abnormal Usage/Misuse/Unauthorized Attendance

Misuse or usage of equipment other than what the system or product is originally designed for. Contract will be null and void if the unit is tampered or repaired by anyone other than our authorized representative, at any time.

Danger to life and usage of equipment close to direct or indirect heat sources, acidic fumes, reactive chemicals & powders and non-ventilated areas. Under these circumstances, there will be no refund of money for the balance duration of the contract. Atmospheric conditions or hard/contaminated water causing rusting, corrosion or scaling.

7. Taxes And Duties

The customer will pay all such taxes/duties/levies at the rates as may be imposed or revised by State or Central government or local authority from time to time on various components/raw material or installation or service as a whole or part used to fulfill the contract obligation, as applicable during the currency of the contract. These taxes/duties/levies shall be payable extra even if they were not applicable at the time of entering into the contract.





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All digitally signed TDS certificates to be dispatched to our email

<u>bsl_ittds_collectionteam@bluestarindia.com</u> . In case the TDS certificates are not digitally signed the same should be dispatched to our Outsourcing agency office "Serco Global Services, Ashar IT Park, 2nd Floor, Wagle Industrial Estate, Thane(W)-400604" only, followed with an email of invoice-wise breakup to the above email address.

8. Change In Ownership/Location

This contract is non-transferable; Blue Star reserves the right to terminate the contract/Renegotiate the terms of the contract, in case of change of ownership or location of equipment.

9. Limitation To Liability/Force Majeure

In no event shall Blue Star be liable for any consequential loss or damage arising out of or connected with or caused due to the non/short performance of contract in any way, whatsoever. Blue Star will not be liable for any damage or destruction of any part or parts of the equipment that may occur during the process of handling. No liability shall be attached to Blue Star for non-performance or delayed execution of this contract as a result of force majeure conditions.

In any case, Blue Star's liability shall be limited to and not exceeding the contract value agreed between Blue Star Ltd & the customer.

10. Arbitration

Any dispute or difference between the parties with regard to this document and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes and differences amicably, all such disputes or differences whatsoever shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Mumbai.

11. Jurisdiction

All disputes and differences arising out of, or connected with the contract shall be subject to the jurisdiction of the courts located at the place of Blue Star's office, from where this quotation is submitted.

12. Applicability of scope of work & terms & conditions

The scope of work enclosed in Annexure II is of generalized nature and is applicable for the family of the equipment mentioned in the list of equipment (Annexure I). All other equipment available at site but not listed under our coverage are excluded from any obligation of Blue Star.

13. Terms Of Payment

The contract shall be effective from the date of receipt of 100% advance or from the date of expiry of the previous contract, whichever is later. The comprehensive coverage (wherever applicable) would lapse in case the payments is not received in time.

14. Short Closure of contract

Minimum 2 months advance notice is required for short closure of any contract.

15. Timings

Unless and otherwise specifically agreed in writing by Blue Star Ltd, the services covered under the contract shall be rendered from Monday to Saturday during normal working hours of 9 A.M. to 5.30 P.M.

No services shall be rendered on Sundays and public holidays. Services requirements shall be charged extra on all Sundays & holidays.

Technicians/BSL service executives working after office hours from 6.00 pm to 12AM (night) at site will be with prior approval in authorization form with one day notice from a central team & should not work in night from 12.00AM to 6.00AM at customer sites.





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16. Validity

The price quoted is applicable only if the equipment to be covered under contract is already under Blue star's warranty or annual maintenance contract. Otherwise the equipment shall be inspected & repaired on chargeable basis before covering the same under the contract.

This offer is valid for one month from its date of issue or till the date of expiry of previous contract / warranty, whichever is later.

17. Not In Contract Services

During the interim period (Warranty expired and under conversion to AMC or AMC renewal), we provide services as per your request as a special case and considering our long term relationship. However, if the AMC not awarded or renewed within 60 days of expiry we will charge for the services (material and labor cost).