

**MAHINDRA & MAHINDRA LTD.**

Plot No. 41/1 , Mahindra world city, Anjur, Chengalpattu  
Kanchipuram 603004  
Tamil Nadu India  
TEL: FAX:

**PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER**

Vendor Code:  
Vendor Name & Address:  
INDUSUNO ONLINE PRIVATE LIMITED  
117:118,, 1ST FLOOR, OPP. HDFC  
BANK , S.N. MARG , G.B. ROAD. NEW  
DELHI:110006  
NEW DELHI 110006 Delhi India  
TEL: 9717988356 FAX:  
GSTIN No: 07AADCI9220N1ZA

PO NO. :  
DATE :  
BUYER :  
GST NO. :

Reference :

Delivery Address : Mahindra Research valley(AD)  
Plot No. 41/1 , Mahindra world city, Anjur, Chengalpattu  
Kanchipuram 603004

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
Amount in Words (INR)					Total PO Value:	

Tax As Applicable

**Payment Terms :**

**TERMS & CONDITIONS :** 1. PRICES ARE INCLUSIVE OF PKG./FWDG. AND LOADING CHARGES. UNLOADING ARRANGEMENTS WILL BE PROVIDED BY CUSTOMER.  
2. GST @ 18% EXTRA AS APPLICABLE AT THE TIME OF DISPATCH.  
3. ABOVE PRICE FOR FREE DELIVERY TO OUR PLANT.  
4. YOU HAVE TO MENTION GST REGISTRATION NO. ON INVOICE.  
5. IT IS MANDATORY TO MENTION 'HSN' NO OF THE SUPPLIED ITEM.  
6. PRICES ARE FIRM TILL DELIVERY AND NO ESCALATION WHATSOEVER WILL BE ALLOWED FOR THE AGREED SCOPE OF SUPPLY.  
7. IF FOR ANY REASON OF IMPROPER DOCUMENTS, WE ARE UNABLE TO CLAIM SET-OFF AS PER THE PREVAILING SET-OFF RULES THEN THE GST

**For MAHINDRA & MAHINDRA LTD.**



**AUTHORISED SIGNATORY**

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GST Number 33AAACM3025E1Z6

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REGD. OFFICE: Gateway Building, Near Gateway Of India. Apollo Bunder, Mumbai -400039  
Telephone No. -  
Website :WWW.MAHINDRA.COM CIN :L65990MH1945PLC004558  
GST No.33AAACM3025E1Z6 PAN No.

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SHALL BE BORNE BY SUPPLIER.

8. AFTER RECEIPT OF PURCHASE ORDER, SUPPLIER SHALL SUBMIT A DETAILED ACTIVITY BASED TIMING PLAN STARTING FROM ORDER RECEIPT TILL EQUIPMENT BUY-OFF AT CUSTOMER, INDICATING THE MAJOR MILESTONES SUCH AS AFTER RECEIPT OF PURCHASE ORDER, SUPPLIER SHALL SUBMIT A DETAILED ACTIVITY BASED TIMING PLAN STARTING FROM ORDER RECEIPT TILL EQUIPMENT BUY-OFF AT CUSTOMER SITE,INDICATING THE MAJOR MILESTONES SUCH AS ORDER RECEIPT,DAP SUBMISSION,DAP APPROVAL,PROCUREMENT OF BOUGHT OUTS RECEIPT OFBOUGHT OUTS,DRAWING RELEASE FOR MANUFACTURING, RECEIPT OF MANUFACTURED PARTS,SUB ASSEMBLIES,MAJOR ASSEMBLIES, READINESS OF MACHINE FULLY BUILT READY CONDITION FOR SUPPLIER TRIALS, REQUIREMENT OF TRIAL COMPONENTS, SUPPLIER OWN TRIALS, CUSTOMER TRIALS AT SUPPLIER SITE, MACHINE DESPATCH ETC.
9. COMPREHENSIVE WARRANTY SHALL BE PROVIDED FOR 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF INVOICING OF MATERIAL AT SITE WHICHEVER EARLIER. WARRANTY WILL BE APPLICABLE AGAINST MANUFACTURING DEFECTS AND FAULTY WORKMANSHIP.
10. SUPPLIER SHALL GUARANTEE AND MAINTAIN MACHINE BREAKDOWN TIME BELOW 2 % (FOR TOTAL MACHINE STOPPAGE) FOR THE EQUIPMENT SUPPLIED BY THEM FOR THE ENTIRE WARRANTY PERIOD UNDER NORMAL OPERATING CONDITIONS. IF DURING THE WARRANTY PERIOD THE MACHINE BREAKDOWN TIME INCREASES BEYOND 2% ANY STAGE, THEN SUPPLIER SHALL EXTEND THE WARRANTY PERIOD BY A PROPORTIONATE PERIOD.
11. AFTER THE WARRANTY IF ANY SPARES ARE REQUIRED BY CUSTOMER, FOR BREAKDOWN OR ANY EMERGENCY FOR THE EQUIPMENT, THEN SUPPLIER SHALL DISPATCH (ON CUSTOMER'S WRITTEN CONFIRMATION) THE REQUIRED SPARES ON CARGO MODE, WITHIN 48 HOURS, IF AVAILABLE, ON FOR BASIS WITH PAYMENT TERMS AS "PAYMENT AFTER RECEIPT OF COMPLETE MATERIAL AT SITE.
12. SUPPLIER SHALL GUARANTEE AND PROVE 98% OPERATING AVAILABILITY FOR THE COMPLETE SYSTEM PROVIDED BY THEM FOR

For MAHINDRA & MAHINDRA LTD.



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THE ENTIRE WARRANTY PERIOD.THE OPERATING AVAILABILITY IS  
DEFINED AS THE RATIO OF THE EQUIPMENT "UPTIME" TO THAT OF  
ITS "UPTIME + DOWNTIME" FOR THE COMPLETE EQUIPMENT. HERE THE  
CONTRACTUAL OPERATING AVAILABILITY SHALL BE 98% FOR THE  
COMPLETE EQUIPMENT. IF DURING THE WARRANTY PERIOD THE  
OPERATING AVAILABILITY AT ANY STAGE DROPS BELOW 98%, THEN  
THE WARRANTY PERIOD SHALL STAND EXTENDED PROPORTIONATELY BY  
AN EQUIVALENT PERIOD. THE MINIMUM PERIOD CONSIDERED FOR  
UPTIME CALCULATION WILL BE 1 MONTH.

13. SUPPLIER SHALL ENSURE AVAILABILITY OF SPARE PARTS FOR A  
MINIMUM PERIOD OF 10 YEARS AFTER EXPIRY OF WARRANTY OR  
DISCONTINUANCE OF PRODUCT WHICHEVER IS LATER.IN CASE ORIGINAL  
SPARE PARTS ARE NOT AVAILABLE ANYMORE THEN SUPPLIER WILL ARRANGE  
ADEQUATE TECHNICAL SOLUTIONS. ALL HARDWARE USED SHOULD BE  
CONTEMPORARY AND OF LATEST GENERATION. WE SHOULD BE INFORMED 6  
MONTHS IN ADVANCE IF ANY PART IS TO GET OBSOLETE AND ALSO CONFIRM  
ITS EQUIVALENT ONE TO ONE REPLACEMENT PLAN WITHOUT IMPACTING US ON  
THE TECHNICAL AND COMMERCIAL FRONT. THIS SHOULD BE DONE FOR ALL  
SOFTWARE UPGRADES ALSO.
14. SUPPLIER SHALL HAVE A READY STOCK OF CRITICAL SPARES TO BE  
RUSHED IN CASE OF ANY FAILURES DURING COMMISSIONING ACTIVITY  
AND WARRANTY PERIOD.
15. ALL SERVICES PROVIDED BY SUPPLIERS PERSONNEL DURING WARRANTY PERIOD  
SHALL BE ON FREE OF CHARGE BASIS.
14. ELECTRICAL / HYDRAULIC / PNEUMATIC EQUIPMENTS TO BE USED ON THE  
LOCAL EQUIPMENTS SHALL BE IN CONSULTATION WITH CUSTOMER.
16. ANY PARTS SUPPLIED UNDER WARRANTY FAILURE SHOULD BE MADE  
AVAILABLE AT NO COST TO CUSTOMER.IE.ALL THE COST INCLUDING BASIC  
COST, TAXES & DUTIES & FREIGHT SHOULD BE BORNE BY  
SUPPLIER.
17. FAILURE BY SUPPLIER TO COMPLY WITH THE PROVISIONS OF THE CLAUSE

For MAHINDRA & MAHINDRA LTD.



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HEADED "CONTRACTUAL DELIVERY DATE " IN THE PURCHASE ORDER SHALL ENTITLE CUSTOMER TO RECOVER FROM SUPPLIER AS A PRE-ESTIMATE OF LIQUIDATED DAMAGES, AFTER 1ST WEEK FROM THE CONTRACTUAL DELIVERY DATE, AN AMOUNT TO BE LEVIED AT A RATE OF 0.5 % PER WEEK OR PART THEREOF, UP TO A MAXIMUM OF 5% OF THE PURCHASE ORDER VALUE. DELIVERY PERIOD 6 WEEKS FROM RECEIPT OF PO.

18. IF AT ANY TIME DURING WARRANTY PERIOD,THE MACHINE IS UNDER BREAKDOWN FOR A CONTINUOUS PERIOD OF 5 DAYS,FOR REASONS ATTRIBUTABLE TO SUPPLIER THEN SUPPLIER WILL EXTEND THE WARRANTY BY THESE PERIODS.
19. THREE SETS OF OPERATIONS AND MAINTENANCE MANUAL TOGETHER WITH SPARE PARTS LIST AND TEST CERTIFICATES/TEST CHARTS SHOULD BE SUPPLIED ALONG WITH THE EQUIPMENT.ONE COPY WILL BE PROVIDED IN SOFT FORM.
20. SUPPLIER WILL ENSURE THAT ADEQUATE NUMBERS OF TRAINED ENGINEERS ARE AVAILABLE AT THEIR OFFICE. THE TRAINED ENGINEER FROM SUPPLIER SHOULD BE AVAILABLE AT CUSTOMER SITE WITHIN 24 HOURS / AS EARLY AS POSSIBLE FROM THE TIME OF REPORTING OF BREAKDOWN.
21. SUPPLIER WILL GIVE LIST OF CRITICAL SPARES TO BE MAINTAINED BY CUSTOMER.SUPPLIER SHALL KEEP READY STOCK OF CRITICAL SPARES WHICH WILL BE RUSHED IN CASE OF ANY FAILURES DURING WARRANTY PERIOD.
22. SUPPLIER SHALL ADHERE TO THE CURRENT NORMS OF GREEN INITIATIVE PREVALENT IN ALL DEVELOPED COUNTRIES AND MORE SPECIFICALLY APPLICABLE TO INDIA.
23. CUSTOMER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT/P.O BY GIVING WRITTEN NOTICE UPON THE OCCURRENCE OF THE FOLLOWING EVENTS:  
A) SUPPLIER HAS COMMITTED A MATERIAL BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT/P.O. OR ANY CONTRACT AND FAILS TO REMEDY SUCH BREACH WITHIN A PERIOD OF THIRTY (30) DAYS OF RECEIPT OF THE NOTICE FROM CUSTOMER REQUESTING IT TO REMEDY SUCH BREACH;  
B) A RECEIVER, LIQUIDATOR, ASSIGNEE, CUSTODIAN, TRUSTEE,

**For MAHINDRA & MAHINDRA LTD.**



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CONSERVATOR OR SEQUESTER (OR OTHER SIMILAR OFFICIAL) SHALL TAKE POSSESSION OF SUPPLIER OR ANY SUBSTANTIAL PART OF ITS PROPERTY WITHOUT ITS CONSENT, OR A COURT HAVING JURISDICTION IN THE PREMISES SHALL ENTER A DECREE OR ORDER FOR RELIEF IN RESPECT OF SUPPLIER IN AN INVOLUNTARY CASE UNDER ANY APPLICABLE BANKRUPTCY, INSOLVENCY, MORATORIUM OR OTHER SIMILAR LAW NOW OR HEREAFTER IN EFFECT, OR APPOINTING A RECEIVER, LIQUIDATOR, ASSIGNEE, CUSTODIAN, TRUSTEE, CONSERVATOR OR SEQUESTER (OR OTHER SIMILAR OFFICIAL) OF SUPPLIER OR FOR ANY SUBSTANTIAL PART OF ITS PROPERTY OR ORDERING THE WINDING-UP OR LIQUIDATION OF ITS AFFAIRS AND SUCH DECREE OR ORDER SHALL REMAIN UNSTAYED AND IN EFFECT FOR A PERIOD OF SIXTY (60) CONSECUTIVE DAYS;

C) SUPPLIER SHALL COMMENCE A VOLUNTARY CASE UNDER ANY APPLICABLE BANKRUPTCY, INSOLVENCY, MORATORIUM OR OTHER SIMILAR LAW NOW OR HEREAFTER IN EFFECT, OR SHALL CONSENT TO THE ENTRY OF AN ORDER FOR RELIEF IN AN INVOLUNTARY CASE UNDER ANY SUCH LAW, OR SHALL CONSENT TO THE APPOINTMENT OF OR TAKING POSSESSION BY A RECEIVER, LIQUIDATOR, ASSIGNEE, TRUSTEE, CUSTODIAN, CONSERVATOR, SEQUESTER (OR OTHER SIMILAR OFFICIAL) OF SUPPLIER OR OF ANY SUBSTANTIAL PART OF ITS PROPERTY, OR SHALL MAKE ANY GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR SHALL TAKE ANY CORPORATE ACTION IN FURTHERANCE OF ANY OF THE FOREGOING.

24. ALL QUESTIONS RELATING TO THE VALIDITY, CONSTRUCTION AND PERFORMANCE OF THE ABOVE-AGREED CLAUSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN INDIA. ARBITRATION, IF ANY, SHALL BE CONDUCTED IN ACCORDANCE WITH THE ARBITRATION AND CONCILIATION ACT#1996.ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN MUMBAI, INDIA.

25. KINDLY SEND YOUR ORDER ACCEPTANCE COPY AT THE EARLIEST.

26. YOU WILL PREPARE THE INVOICE IN THE NAME OF :

\*\*\*\*\*

**For MAHINDRA & MAHINDRA LTD.****AUTHORISED SIGNATORY**

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GST No.33AAACM3025E1Z6

PAN No.

**Mahindra**  
Rise.

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### DELIVERY AND BILL TO:-

M/S MAHINDRA & MAHINDRA LTD

MAHINDRA RESEARCH VALLEY

AUTO SECTOR,PLOT NO 41/1,

MAHINDRA WORLD CITY, NATHAM SUB PO,

CHENGELPET TALUKA,KANCHEEPURAM DIST,

TAMIL NADU 603204.

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27. INVOICE TO BE MADE AS PER P.O. TERMS & CONDITIONS AND SHALL  
BE SENT IN DUPLICATE.

28. NO MATERIAL WILL BE RECEIVED WITHOUT ORIGINAL AS WELL AS DUPLICATE  
COPY OF YOUR INVOICE.

29. YOUR INVOICE MUST HAVE P.O. NO.& VENDOR CODE  
MENTIONED ABOVE.PLEASE NOTE ABSENCE OF THESE DETAILS MAY RESULT  
IN DELAYS IN RECEIVING OF MATERIAL & / OR PAYMENTS.

30.ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO THE BELOW BUYER AT -  
ASSET MANAGEMENT,CAPITAL PURCHASE  
MAHINDRA TOWER ANNEX,  
AUTOMOTIVE SECTOR,  
MAHINDRA & MAHINDRA LTD,  
AKURLI ROAD, KANDIVLI (E),  
MUMBAI - 400 101.

(FOR TECHNICAL ISSUES / DELIVERY )

NAME : MR.M PRADEEP

CONTACT NO.: 7708084410

EMAIL ID : m.pradeep@mahindra.com

For MAHINDRA & MAHINDRA LTD.



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TEL: 9717988356 FAX:	
GSTIN No: 07AADC19220N1ZA	

CONTACT PERSON : MR.SHANTANU KARANDIKAR / MR.SANTOSH PILLAI  
TELEPHONE : 022-28849681 / 022-28849676  
EMAIL : KARANDIKAR.SHANTANU@MAHINDRA.COM  
PILLAI.SANTOSH@mahindra.com

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- 31.YOU WILL PROVIDE APPROPRIATE TRAINING TO CUSTOMER OPERATORS.
- 32.PURCHASE ORDER NO, VENDOR CODE AND BUYER NAME SHOULD BE MENTIONED ON ALL INVOICES.
- 33.SCOPE OF SUPPLY, COMMERCAIL TERMS MUTUALLY SIGNED BETWEEN M&M AND SUPPLIER FORMS INTIGRAL PART OF PURCHASE ORDER.
- 34.KINDLY INFORM END USER / RECEIPT BEFORE DISPATCHING THE MATERIAL.
- 35.TERMS & CONDITIONS MENTIONED IN ENCLOSED ANNEXURE 'A' IS AN INTEGRAL PART OF THIS PO.

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Item	Part Number	Table 1 - Detail description & specification
		1.5 - 30NM Make: TOPTUL
		for DT030A-DIG Make: GENERIC

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