

PURCHASE ORDER

PO Number : 400136806
Date : 11-MAY-2023
To : CLEAR SECURED SERVICES PVT LTD
SECOND FLOOR 169 FIE PAT
PARGANJ INDUSTRIAL AREA
EAST DELHI
DELHI-110092
Delhi
GSTIN No: 07AADCC5952H1ZM
Mob : 6306894684
Email : DLBILLING@CSSINDIA.IN

Billing Address:

GS-3A-3J, Ambadeep. Grd.Flr, 14/K.G.Marg,
New Delhi
DELHI CANTONMENT-110001
Delhi
INDIA
(GST No. 07AAACK4409J1ZM)

Kind Attention : Anshu
Subject : Purchase Order for R&M of Civil works at Gs-3A-3J, Ambadeep. Grd.Flr, 14/K.G.Marg, New Delhi - 110001

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.

1. 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 173,955.00/- (INR One Lakh Seventy Three Thousand Nine Hundred Fifty Five). PO value is exclusive of all applicable taxes. Any variation in the applicable taxes shall be accordingly paid by KMBL.

2. Standard Payment Terms:

The Prices are Exclusive of all Taxes for all locations. Payment will be done 100 % Post delivery /work Completion confirmation and within 30 days submission of Original invoice along with supporting documents subject to clearance of GST dues on GST Portal. As per the statutory and regulatory requirements, all deliveries / Work Completion affected must be accompanied by relevant documents and if not submitted, payment processing would not be done and the bank would not be responsible for such non- payment.

3. Supply/Delivery Terms:

Within 3 to 4 weeks (maximum) Once 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. Warranty Terms:

NA.

5. 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.

6. Penalty Clause:

In case of delay in delivery beyond committed delivery date, penalties charged will be 1% per week, 2 of 5 maximum up to 5% shall be levied on Invoice amount and if the delay in delivery exceeds by more than 2 weeks from the committed delivery date, Kotak Mahindra Bank Limited (KMBL) will have right to cancel the order without incurring any financial obligation.

7. 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 up to 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.

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 labor, child labor and other industrial and labor 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. Termination & Suspension:

Either party reserves the right to suspend, discontinue (temporarily or permanently) or terminate the arrangement or any part thereof by giving a written notice of 30 (Thirty) days to the other party. Neither party shall be held liable to pay the other party or to any third party for any suspension, discountenance or termination of services under this arrangement. This PO/arrangement can be terminated by KMBL 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.

12. Indemnity:

You shall at all the times indemnify defend and hold harmless KMBL and any of its officers, directors, 3 of 5 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.

13. Force Majeure:

Neither party will be liable to the other for any act done or prevented from so doing by virtue of the occurrence of force majeure conditions like War, Flood, Pandemic / Epidemic etc. such as but not restricted to any event or Chain of events which prevents either party from carrying out its engagements such as war general mobilization of troops, strikes, lockouts in factories, fire, earthquakes and floods, epidemic, pandemic, embargoes or stoppage of deliveries by Government. During the force majeure event the obligation of the parties shall suspended.

14. Limitation of Liability:

(a) In no event we shall be liable to you for special, incidental, indirect or consequential damages, damages from loss of use, data, profits, or business opportunities, or failure to achieve cost savings, in contract, tort or otherwise, even if we have been advised In advance of the possibility of such loss, cost or damages, arising out of or in connection with this Arrangement.

(b) Neither we nor any of our officers, directors, shareholders, employees, consultants, or agents shall have any liability whatsoever for any losses or expenses of any nature suffered by you or your persons/representatives arising directly or indirectly from any act or omission of yours or your persons/representatives.

(c) Neither we nor any of our officers, directors, shareholders, employees, consultants, or agents shall have any liability whatsoever for any injury to you and/or your persons/representatives suffered while on our premises.

15. Relationship of the Parties:

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 Inclusive / 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.

You are requested to Sign this order as a token of acceptance of the same

For
Kotak Mahindra Bank Ltd.

For
CLEAR SECURED SERVICES PVT LTD



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	Repair & Maintenance - Civil and Interior Work	1	Lumpsu m	173,955.00	173,955.00	9001	0172	9005	Anupam Pandey - 9717503748	Gs-3A-3J, Ambadeep. Grd. Flr, 14/K.G.Marg, New Delhi - 110001
Grand Total (Excluding Tax)					173,955.00					