



PURCHASE ORDER

Ref : KMBL/21-22/2037

Date : 10-Dec-2021

To : M/s SWITCHING AVO ELECTRO POWER LIMITED.
97, RAJA RAMMOHAN ROY ROAD,
KOLKATA – 700 0418.

Tel No :

Mob : 9830064719

Email : ragarwal2@avoups.com
spocags@avoups.com

Billing Address:

Kotak Mahindra Bank Ltd,
27BKC, Plot No C-27, G Block,
Bandra Kurla Complex, Bandra East,
Mumbai-400051, Maharashtra
(GST No. 27AAACK4409J1ZK)

Consignee Address:

Kotak Mahindra Bank Ltd, Infiniti IT Park,
Building No-21, Gen-A.K. Vaidya Marg, Off-
Western Express Highway Malad (East)
Mumbai-- 400097

LOB : 0624

LOC: 1288

CC: 0624

Kind Attention: Mr. Rabindra Agrawal.

Subject: Purchase Order Annual Maintenance Contract for UPS (Offsite ATM) of SWITCHING AVO ELECTRO POWER LIMITED for PAN India branches.

Dear Sir/Madam,

We are pleased to issue this purchase order in pursuance to your revised offer dated **08th Dec 2021** issued for the above Project. This Purchase Order will be subject to the Bill of Quantities, Quality and all other related Correspondence agreed herewith.

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 409750/- (INR Four Lakh Nine Thousand Seven Hundred and Fifty Only)**. PO value is exclusive of all applicable taxes. Any variation in the applicable taxes shall be accordingly paid by KMBL.

2. Annexure deemed to form and be read and construed as part of this Order.

- i. Annexure A— Bills of Quantity
- ii. Annexure B—Scope Of Work.

3. Standard Payment Terms:

Payment shall be made in half yearly in Advance within 30 working days post receipt of Invoice with require details.



4. Supply Terms:

Quarterly PPM with Unlimited number of break down calls.

5. Price validity:

The contract value and Finalized rates for Individual Items will remain firm during the entire contract period of 17th August 2021 To 16th August 2022 (Given rate is per Annum rate and GST is excluded) and you also confirms that no escalations whatsoever will be applicable during entire contract period. The rate agree herewith is applicable for one year from the date of release of PO. However any revision in rates during this period shall become applicable on mutual agreement and written confirmation by both parties. PO released post such revision in rates will supersede this PO.

6. Period of Contract:

Comprehensive AMC of UPS System Installed at Kotak Mahindra Bank Ltd, PAN India branches Premises is valid for the period of One Year w.e.f. 17th August 2021 To 16th August 2022 (Given Rate is per Annum rate and GST is excluded).

7. Penalty:

- Response Time > 24 Hrs Rs.50 per incident.

8. 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 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.

9. 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.

10.Appropriation:

Whenever under the Order (Including order(s) issued earlier if, any), any money is recoverable from and payable by the vendor, KMBL shall be entitled to recover such sum from the vendor (by issuance of Credit Note) or to adjust from the outstanding dues to the vendor.

11.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 labour, child labour and other industrial and labour enactments, Service Tax, VAT, Excise, Octroi etc. from time to time. **(Along with all safety measures during work executed on height/ Critical Job)**

12.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.

13.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.

14.Indemnity:

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

15.Responsibility of Attendants :

You will ensure that the attendants attending at sites/branches as per this arrangement shall be interviewed by you. You will also check the past / background records of such attendants to ensure that none of them have any criminal record or no complaint is pending in any of the police stations against such attendants. Without prejudice to the same please note that in the event any of your attendant is found stealing, destroying any of the records/things at the site/branch then you will also be held responsible for such offence as principal employer of the attendant.

16.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.

**17.Relationship of the Parties:**

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

18.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.

19.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.

20.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.

21.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.

22.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.

23.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.

24.Site Supervision:

You shall maintain a qualified engineer / supervisor at site at all times to ensure work is carried out efficiently and promptly and to receive any instructions from Client / Arch to submit the weekly meeting report every week. The weekly report shall include photographs



along with written observations.

25.Safety Precautions:

You shall observe all necessary safety precautions as per the norms of statutory bodies to safeguard your personnel, plants, machinery, other personnel, equipment's and completed works at site. You shall remain solely liable for any claims or damages arising out of non-compliance of such safety precautions and would indemnify us from any such claims or damages. In the event of any violation of the safety norms as stipulated in safety manual by any of your personnel working at site, you are liable for the payment of penalty as per the site safety norms. You have to adhere to the safety condition on site as per Environment, Health & Safety Guidelines.

26.Storage Space:

Storage space is available on site, but you shall make necessary arrangement for making store room and security of material tools etc. store at site. KMBL will not be responsible for any theft or misplacement of material of tools on site.

27.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 shall be under Vendor / 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
M/s SWITCHING AVO ELECTRO POWER LIMITED.

Authorized Signatory:

Annexure - A for Price Sheet
Annexure- B for Scope of work

Authorized Signatory:



Annexure A – Bill of Quantities

Sr.No	Description	No. of Units	AMC Rate per unit per Annum	AMC Amount
1	Offsite ATM UPS	149	2750	409750
Basic Amount				409750
Taxes				Extra As Applicable

Annexure B — Scope of Works

Penalty: - Response Time > 24 Hrs Rs.50 per incident

Inclusion:-

2 PM per Annum per unit.

Cost of all spares that are replaced in the UPS system will be covered under this CAMC Scheme (i.e. Cards / display / Fuse etc.)

Apart from the periodic Preventive maintenance visit ,all breakdown call on systems covered under CAMC will be attended and restored

During PM visit check-ups ,the system will be cleaned & general performance will be checked

Unlimited Breakdown Call

Exclusion:-

Main failure – more than the back hours.

Phase Sequences reversal/phase failures.

Phase & Neutral reversal/Neutral & Earth Reversal.

Short circuit between Phase & Neutral – Phase & Earth. Neutral open

Voltage between Neutral & Earth more than 5V.

Damage caused to UPS & BATTERIES due to improper electrical power, Earthing Etc.

Problems caused by power cuts and improper switching OFF/ON of UPS system after the restoration of power.

Damage caused to UPS system due to natural calamities via. Lighting, fire, flood and also due to communal rights, loots, thefts, vandalism etc.

Sr NO	PM Activity
1	Need to check all UPS Parameters (i.e. Voltage/ Current / Input /output /Bypass voltage / UPS OUTPUT CURRENT etc.)
2	Need to check all Battery Parameters (i.e. DC volts with and without battery /battery charging current / DC low cut-off voltage /Battery charging current /battery condition etc.)
3	Need to check Site parameters (i.e. Neutral to earth voltage / Input power variation / Gen set availability / Dedicated Earth Availability /Room Temperature / Air conditioner /Room Ventilation /Input frequency
4	Need to check the site General information (Tightness of all the termination / Fan Rotation / General Cleaning etc.)
5	Remarks ,If any -UPS / Battery condition

Sr No	Particulars	Metro	Urban	Semi-Urban	Rural
1	Response Time	4 Hours	6 Hours	24 Hours	24 Hours
2	Spare Replacement Under AMC	Within 24 Hours Post Response Time Stand-by UPS to be provided in case TAT exceeding 24 Hrs		Within 48 Hours Post Response Time Stand-by UPS to be provided in case TAT exceeding 48 Hrs	
3	Chargeable basis replacement (Battery/Spares/New UPS)	4 Working Days Post PO issuance	6 Working Days Post PO issuance	8 Working Days Post PO issuance	8 Working Days Post PO issuance