

PO No. PIMPL/21-22/WB /003

April 09th, 2021

PURCHASE ORDER

To,
Switching AVO Electro Power Ltd
H.O: 97, Raja Rammohan Roy Road,
Kolkata-700041

Kind Attn: Mr. Hirakjyoti Dhar

Dear Sir,

Sub: PO for AMC of 3 KVA Online UPS System

With reference to above we are pleased to place our purchase order as per the details given below along with the terms and Conditions enumerated hereunder:

Sl.No	Item	Qty	Duration	AMC Charge/unit	Total Value
1	Comprehensive AMC for 3 KVA Online UPS Make – Delta Nx series Model : With isolation transformer inbuilt and with LI-ION batteries built in an adjacent cabinet.	506	1-April-2021 to 31-March-2022	6000.00	3036000.00
		Total			

Billing Address:-

Planet Infrastructure Management Pvt Ltd.
Martin Burn Business Park, 18th floor,
Unit-1803, BP-3, Salt Lake, Sector-V,
Kolkata – 700 091
GSTIN: 19AAGCP1195C1ZG

Shipping Address:-

As per the List of Locations provided in Annexure-1.

Mob – 8420962085, Office: 033-4603 5749

GENERAL TERMS AND CONDITIONS

1. Scope of work:

- 1) M/s Switching AVO Electro Power Ltd., (hereinafter called as service provider) will be provide AMC services for 506 Nos of 3KVA UPS at the locations listed in Annexure-I.
- 2) The AMC services provided by the service provider are comprehensive and inclusive of all spares except batteries.
- 3) The service provider must carry out preventive maintenance (PM)/Health checkup in addition to the breakdown calls.
- 4) Preventive maintenance/Health check-up should be carried out for all locations in 1st & 3rd quarters to ensure the smooth functionality and share the health status of all UPS system components.

- 5) During the PM activity service provider will carry out all the necessary works (including but not limited to cleaning, replacement of weak components, performance check, etc.,) to avoid the breakdown and ensure the systems smooth functionality.
- 6) The service provider will document with evidence of every performed preventive maintenance activity and they will also get it verified every PM report by respective NIC-RO and the consolidated report shall be submitted to M/s Planet Infrastructure Management Pvt. Ltd., along with invoice submission in the format shared by PIMPL.
- 7) M/s Switching AVO Electro Power Ltd. will provide a tool for call logging, tracking & report generation.
- 8) Service provider will provide a service call number for every break down call.
- 9) The service provider will attend each & every breakdown call within response time and will rectify the same within permitted SLA resolution time.
- 10) During attending break down calls, the UPS components should be checked thoroughly by the service provider to ensure that equipment perfect functionality.
- 11) In case of any delay in breakdown call resolution, a standby UPS will be supplied and commissioned by the service provider to diminish the downtime. The defective UPS shall be taken to their nearest service centre for repairing & rectification purpose.
- 12) Dismantling, shifting and reinstallation of UPS at new location will be done by the service provider. Any occurred expenditure shall be paid with mutually agreed amount on case to case basis.

SLA and Penalty Terms:

For SL.NO.1-Penalty for call resolution within first four working days beyond below permissible [period@Rs.300](#). Per end customer working day per call.

For SL.NO 2- Penalty for call resolution within one working days beyond below permissible period @Rs.500.00 per end customer working day per call.

Response & resolution time for UPS breakdown calls:

The location wise required minimum response & resolution time for the for the breakdown calls are detailed below

SI.NO	Location of business centre	Response time(In hours)	Resolution time(In Hour)
1	State of North East & J&K	24	Within 4 working days
2	Other locations	8	Within 1 working day

2. **Price validity:** Unit cost Rs.6000/- will be valid for 2years only.

3. **Bills/Invoices:** All bills/Invoices for supplies, made bearing sales tax registration number of the supplier shall be sent in Original within 2-3 days from the date supply, specifying purchase order number and date, and accompanied by signed copy of delivery challan to Planet Infra office or as specified overleaf

4. **Taxes:** Extra as per applicable.

5. Terms of Payment:

- 1) 50 % of 1st Quarter amount as advance against proforma invoice (PI) submission and the rest 50% amount shall be paid within 45 days after submission of invoice (with all supporting documents) subsequent to the completion of 1st quarter.

- 2) 2nd quarter onwards 100% QGR amount shall be paid in advance subject to satisfactory performance in previous quarter as per SLA.
- 3) If any penalties are imposed by end customer, it shall be transferred to by deducting the same from the immediate payable amount to you M/s Switching AVO Electro Power Ltd., (hereinafter called as service provider)
- 4) If end customer pre-closes the present contract, our contract with service provider will also get closed automatically.
- 5) If there is any revision in quantity of UPS by the end customer, the same shall automatically apply to the service provider contract and afterward payments shall be done on pro-rata basis.
- 6) Applicable taxes shall be paid on actual.

6. **Packing:** UPS to be shifted against this order must be properly packed to avoid damage during transit/ storage.

7. **Force Majeure:** Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions.

If a Force Majeure arises, the service provider shall promptly notify PIMPL in writing of such condition and the cause thereof. Unless otherwise directed by PIMPL, the service provider shall continue to perform their obligations under the work order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The service Provider shall be excused from performance of their obligations in whole or part as long as such causes, circumstance or events shall continue to prevent or delay such performance.

8. **Legal Jurisdiction:** All legal disputes are subject to the jurisdiction of W.B Kolkata Courts only.

9. **Arbitration:** Any disputes arising out of this order shall be referred to an Arbitrator to be appointed with mutual consent. The decision of the arbitrator shall be final and binding on both the parties.

10. **Cancellation of Order:** Either of the party may terminate or cancel this work order by giving 2 months' notice in advance to other party.

You are requested to kindly acknowledge the receipt and send us the acceptance of this purchase order.

Thanking You,
Yours faithfully,

For **Planet Infrastructure Management Private Limited**



Authorised Signatory
Chhanda Sah
(Operation & process)

PO receive acknowledgment and duly accepted by:
For Switching AVO Electro Power Ltd

(Signature with company seal)

Planet Infrastructure Management Pvt. Ltd.

Regd. Off. : 113, Park Street, Poddar Point, M.A. Business Center, Kolkata - 16 (West Bengal), Phone : 033-40071534 (Extn) 173
Admn. Off. : 404, 4th Floor, Vinayak Bhawan, Katras Road, Dhanbad - 826001 (Jharkhand), Phone : 0326-2300239
Corp. Off. : Flat No. H-2, Kirit Co-operative Housing Society Ltd., Evershine Nagar, Malad (W), Mumbai-400064 (Maharashtra)
Br. Off. : Flat No. 401, Maira Apartment, Mahesh Nagar, Road No. 4, Patna-800024 (Bihar)
Br. Off. : Plot No. 2942/6933, Plot No. 21, Near ISA Diagnostic Center, Rasulgarh, Bhubaneswar-751010 (Odisha), Phone : 0674-2579236