



**Daikin Airconditioning India Pvt. Ltd.**  
Unit No- 210 (1st Floor) Industrial Estate, Okhla Phase - III,  
New Delhi -,  
110020

### Offer Letter

Ref No. 20378667

Date :- 27.09.2022

M/S. KRISUMI CORPORATION PRIVATE LIMITED

(1969374)

KRISUMI CORPORATION PRIVATE LIMITED 461-462

UDYOD VIHAR PHASE-III

GURGAON

Phone No. 9971657542

**Daikin Airconditioning India Pvt. Ltd.**

C/O TVS supply chain solutions Ltd, Unit No: 210, Basement

Ok

Okhla Industrial Area Phase-3 New Delhi

GSTIN: 07AABCD0971F1ZY

#### **Sub: ANNUAL MAINTENANCE CONTRACT OFFER FOR DAIKIN AIRCONDITIONERS**

**Dear Sir/Madam,**

We thank you for your interest in Annual Maintenance Contract (AMC).

Contract scheme here under:

For the purpose of this AMC, we shall be referred to as "Service Provider" and you shall be referred to as "Client".

That the "Service Provider" and the "Client" are individually referred to as "Party" and collectively as "Parties."

That Airconditioning systems shall be referred to as Equipments/Airconditioning Equipments

That Annual Maintenance Contract shall be for Client premises/site as mentioned below:

#### **Installation Address (Shipping Address)**

MOHIT JAIN

FARM NO.2 A, KARTIK FARMS, MANDI ROAD

NEW DELHI, 110074

#### **1. COMPREHENSIVE MAINTENANCE CONTRACT:**

A) The following services will be provided under the AMC:

1. 4 (Four) routine services (1 Wet & 3 Dry)

2. Immediate attendance of break down, if any

3. Refrigerant Gas charging at the time of Compressor/Sensor/Four way valve replacement and for reasons other than attributable to Environmental Corrosion

B) The following **Spare Parts** shall be replaced free of cost in case of any breakdown during the AMC period

1. Compressor 2. Fan motor 3. P.C.B 4. Magnetic Switch 5. Transformer 6. Other Electrical Parts Of AC

C) Following Spare parts, which are not covered under Annual Maintenance Contract schemes are as follows:

1. Air Filter

6. Circuit Breaker (M.C.B., Sequencer)

2. Sheet Metal Parts

7. Remote Handset (if mishandling/broken)

3. Evaporator Coils

8. Voltage stabilizer & Scanners

4. Condenser coils

9. Any damages due to site conditions, rats, insects & unhealthy power supply or leakages

due to Corrosive Environment are not cover under amc

5. Front grill Assy./Plastic cover/panel

**Contract Validity :- 01.12.2022 To 30.11.2023**

#### **2. RATES OF ANNUAL MAINTENANCE CONTRACTS:**

Product	Model-ODU	HSN/ SAC Code	S. No	Model-IDU	S.No.	Quantity	Comprehensive Price	Total Amount
VRV		995469		FXAQ40ARVE6	3454	2.000	76,900.00	153,800.00
				FXFSQ100ARV1	4420			
				6				
				FXMQ63PBV36	2124			
				FXAQ63ARVE6	6007			



Product	Model-ODU	HSN/ SAC Code	S. No	Model-IDU	S.No.	Quantity	Comprehensive Price	Total Amount
				FXFSQ80ARV16	4385			
				FXFSQ80ARV16	4383			
				FXMQ50PBV36	1602			
				FXMQ50PBV36	1600			
				FXFSQ125ARV16	1598			
	RXYQ20AR Y6		1395					
	RXYQ20AR Y6		1362					
				FXAQ40ARVE6	3450			
				FXMQ63PBV36	2128			
				FXFSQ125ARV16	1977			
				FXMQ50PBV36	1639			
				FXMQ125PBV36	3282			
				FXMQ80PBV36	2196			
				FXMQ80PBV36	2199			
				FXMQ80PBV36	2162			
				FXMQ50PBV36	1604			
<b>Total</b>								<del>153,800.00</del> 140000/-
<b>CGST Amount( @0.00 % )</b>								0.00
<b>SGST/UGST Amount ( @0.00% )</b>								0.00
<b>IGST Amount( @18.00 % )</b>								<del>27,684.00</del> 25200
<b>G .Total</b>								181,484.00 165200/-

**Note:** Above charges are for Airconditioners installed with in city limits and providing services on all working days at normal working hours. In case of outstation sites (to be considered from the place where Daikin Dealer or ASP service center located), 20%prices shall be increased on basic value.

**3. Payment Terms: 100 % advance** including taxes, by cheque/DD in favor of Daikin Airconditioning India Pvt. Ltd. Please do not make payment in cash.

**where in general there is advance payment for the whole period -**

"In case advance payment is not made, no services agreed to be provided under this agreement will be given and the contract will be terminable at the option of the DA IPL."

"In case any payment due as per this agreement is not made as per agreed time schedule, no services agreed to be provided under this agreement will be given and the contract will be terminable at the option of the DA IPL."

**4. AMC Period & Validity:**Services under AMC will commence from the date of expiry of warranty period /AMC and signing of AMC subject to realization of cheque. In case there is any gap between AMC renewal after amc or warranty expiry date, AMC



acceptance will be after health inspection on chargeable basis.

#### **5. Other Terms and Conditions:**

**A). Call Center Facility:** Calls can be registered round the clock at our call center with this Toll Free Number- **1860-180-3900** (Mobile/Landline ), **011-40319300** (MTNL/BSNL).

**B). Response Time:** If Breakdown call is received before 3.00 PM on any working day, it shall be attended on the same day. If the call is received after 3.00 PM, it will be attended by 12.00 Noon on the next working day.

**C). General Terms:**

- i) Routine maintenance and proper operation of the Airconditioners, including regular cleaning of Air filters shall be ensured by the user.
- ii) The user shall be responsible for providing appropriate electric power supply to the airconditioners. Voltage supply at 230V +/- 5% variation for single phase and 415 V +/- 5% variation for three-phase supply shall be considered appropriate. In case of three-phase supply, proper load balancing shall be ensured by the user.
- iii) The user shall be responsible for maintaining circuit breakers and voltage stabilizers for stable power supply. In case of any problem, user shall attend to the same.
- iv) Routine servicing and repair shall only be done by Service Provider/authorized dealers.
- v) AMC shall not be applicable to any accessory external to the airconditioners.
- vi) Service Provider/authorized dealers shall not be liable for any consequential/liquidating damages or losses due to failure or inadequate performance of airconditioners for any reason, whatsoever, under the AMC.
- vii) Only airconditioning equipments installed at the above mentioned location shall be covered the AMC. That if the Client wishes to Shift the Airconditioning equipments to some place other than where the airconditioning equipments are already installed, the Client shall do such shifting at its own cost and risk and as per the instructions of the Service Provider. That the Service Provider/authorised dealer shall carry out reinstallation of Client's Airconditioning equipments, at an extra cost to be borne by the Client. In case during AMC period, shifting of airconditioning equipments by the Client is not done in accordance with the instruction of Service Provider and/or reinstallation is done by third parties (other than Service Provider/authorized dealer), than notwithstanding anything to the contrary contained in this AMC, this AMC shall stand terminated at the option of the Service Provider and no refund shall be permissible for the remainder period.
- viii) This AMC is valid to carry out maintenance and repair work (Labour Part Only) at the Premises mentioned in this AMC. In the case of maintenance and repair works are to be carried out at Service Provider's place, the Client agrees to follow the process of disconnecting, packing and transporting the Equipments at his own costs and risks. Any damages caused to the Equipments during disconnecting, packing and transporting shall be not covered either in this AMC or any other agreement or contract including but not limited to sale or warranty agreement between the Client and Service Provider. After performing the required maintenance and repair works and under intimation by the Service Provider, the Client undertakes to pack and transport the Equipments within 24 hours from the time of such intimation to his premises at his own costs and risks. The Service Provider reserves the right to charge reasonable rental to the Client and the Client is liable to pay this rental, in case the Client fails to take the Equipments back within such 24 hours period.
- ix) The AMC is not transferable.

#### **6. Termination**

- a). Either party shall be at liberty to terminate the AMC, without assigning any reason after serving one month's notice.
- b) In case of termination by the user, DAIPL shall refund basic AMC amount for the unexpired period subject to cancellation charges equal to 10% of the original basic amount.
- c). Services provided for part of the month shall be treated as provided for the full month.
- d). No refund of taxes, collected at the time of signing of AMC shall be permissible.

#### **7. Force Majeure Clause**

Failure to provide services or perform obligation under AMC shall not be construed as breach of the AMC Due to Force Majeure conditions as a result of Act of God, lightning, storm, floods, fire, earthquake; Act of public enemy, war (declared or undeclared) terrorism, sabotage, riot, insurrection, epidemic; strike; lockout, industrial disturbance or any conditions arising from



similar causes beyond Service Provider's control.

#### **8. Arbitration**

Any controversy, claim or dispute between the parties arising out of this AMC will be settled exclusively and finally by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall appoint sole arbitrator with mutual consent. The arbitration proceedings shall be conducted in English language. The expenses of the arbitration will be shared equally by both parties.

#### **9. Obligations of Client**

The AMC shall become null and void in case the EQUIPMENT/ S is/ are shifted from its original place of installation, or the right of property is transferred to another individual or legal person under any law of India, or is misused or, dismantled or, altered or, serviced by anybody other than the Service Provider's authorized maintenance staff or authorized service dealer without the express consent in writing from the Service Provider. However, costs and risks of such activities by the Client shall be borne by the Client.

#### **10. Confidentiality:**

Each of the Party to the present AMC shall (i) safeguard and protect the other's confidential information, ancillary/related to present AMC and received and/or obtained during the course of service being provided under the present AMC (ii) Segregate material containing confidential information from the materials of others (obtained if any during the course of the present AMC) and to return the confidential information in case it is no longer needed to perform the obligation or the other's request. Each Party to the AMC shall make proper disclosure inform the other immediately on becoming aware of any unauthorized use or disclosure of the confidential information obtained

#### **11. Limitation of Liability :**

"Before undertaking the Services, the Service Provider reserves the right to verify and examine the Equipments that such Equipments are in a Servicable state. The Service Provider's liability under this AMC shall be limited to the Equipments are in good working conditions and no other liability, whatsoever, financially or otherwise. The Service Provider's liability under this AMC does not extend to (i) Working by persons other than the Service Provider's authorized personnel on the Equipments except for running the Equipments (ii) Any upgradation of the Equipments without written consent of the Service Provider, expressly. (iii) Any work carried out, externally or internally, to the Equipments like power supply, denting, painting etc. (iv) On termination of this AMC, the Service Provider's obligations are terminated in entirety. This AMC extends only to problems arising out of normal functioning of the Equipments and does not cover maintenance and repair of any parts damaged due to natural calamities, fire, flood etc., theft, accidents, riots etc., misuse, environmental conditions, unsuitable use of electronic equipments, use of any equipments, not recommended by the Service Provider. Services do not cover accessories external to the Equipments. Any other kind of consequential /liquidated damages, loss of any kind whatsoever are not covered under this AMC."

#### **12. Entire Contract:**

Notwithstanding anything contrary contained in any agreement, purchase order, work order, communications etc., the terms and conditions contained herein along with all its appendices being the Entire Agreement, shall be binding upon the Parties. It is further agreed between the Parties that the terms and conditions stipulated herein along with all its appendices being the Entire Agreement, shall continue to remain in force and shall not be superseded by any future agreement, purchase order, work order, communications etc. whatsoever.

#### **13. Remedies under the Contract:**

Each Party hereto agree that any remedy or right conferred upon either Party for breach hereof shall be in addition to and without prejudice to all other rights and remedies available to it, whether under law or otherwise.

#### **14. Governing Law:**

(i) This AMC shall be a contract under the laws of India and for all purposes shall be governed by and construed and enforced in accordance with the laws of India and shall be subject to jurisdiction of Courts at New Delhi.



(ii) Service provider undertakes that it shall not deploy any child labour to render any services to the client. The service provider undertakes to abide by the provisions of Child Labour (Prohibition & Regulation) Act, 1986 at all times

We look forward to receiving your valuable AMC which will receive our prompt attention and continue to provide you satisfactory services.

Yours Faithfully,

Accepted by Customer,

(Authorised Signatory)

(Authorised Signatory)