

Ref No. **LUK-RETN-2023-00025**
 Date 07-03-2024
 Mr./Mrs./Ms. SARASWATI MOTORS LLP
 13/11/5C, Colvin Road/Lohia Marg, PRAYAGRAJ 211001, UTTAR PRADESH
 ALLAHABAD, Uttar Pradesh, 211001
 Ph. No
 Alternate No 9415324201
 Kind Attention .

SUBJECT: PROPOSAL FOR ANNUAL MAINTENANCE CONTRACT OF MITSUBISHI ELECTRIC AIRCONDITIONING SYSTEM

Dear Sir/Madam,

We, Mitsubishi Electric India Pvt. Ltd. (hereinafter referred to as 'MEI') thank you for given us the opportunity to serve you and hope that you are satisfied with the performance of the equipment installed at your premises during the usage. In order to keep the system's efficiency, MEI do undertakes Annual Maintenance Contract for the product/systems under very nominal charges, which facilitates the customer to enjoy the trouble free & bounded services.

With anticipation, we are pleased to forward our AMC prices as below: -

Contract Period :- 28-03-2024 to 27-03-2025 (12 months)

Equipment Details

S. No	ODU Model	ODU serial no.	IDU Model	IDU serial no.	HP/ TR	Price quoted per HP/Unit	Type of AMC	Warranty Expiry Date	Qty	AMC Amount
1	PUHY-P350YKD. TH-IN,	0XP00191,	PKFY-P63VKM-E R1.TH, PKFY-P50VLM-D A.TH, PKFY-P50VLM-D A.TH, PKFY-P50VLM-D A.TH, PKFY-P50VLM-D A.TH, PKFY-P50VLM-D A.TH, PKFY-P50VLM-D A.TH, PKFY-P50VLM-D A.TH, PKFY-P25VLM-D A.TH,	01M00054, 02M00307, 03M00379, 03M00371, 02M00329, 03M00359, 03M00378, 04M00154,	14.00	3200.00	C - AMC	11-02-2022	1	44800
Total equipment amount										44800.00

Billing months	0
Total amount	44800.00
SGST@9%	4032.00
CGST@9%	4032.00

Grand total	52864.00
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Billing Terms: Yearly

Payment Terms: 100% of the Contract value including taxes, in advance by Cheque/DD/RTGS/NEFT in favour of Mitsubishi Electric India Pvt. Ltd. Please do not make payment in cash.

Please Note: The system must be in good running condition before entering into the contract. In case, if any repair demand arises, the Refrigeration system will go through the inspection formality and all repair works will be carried out on chargeable basis.

TERMS & CONDITIONS:

1. Air-conditioning System (ODU's & IDU's) will be serviced 3 times - 1 wet and 2 dry (on demand) during the AMC Contract.
2. Services will be provided during the Business Days/Hours i.e., Monday to Friday 9 A.M. to 5.30 P.M by registering the Call at Customer Care Toll Free No. 18001022626 (8 AM to 8 PM). The Calls will be responded within 24 hours (business days/hours) from the date of Call Registration in MEI Call Centre.
3. Mitsubishi Electric through its Authorized Dealers or Service Centre reserves the right to retain any parts or components replaced under the AMC period

4. Scope of Work:

- (a) The System will be checked for its proper functioning. Any defects, if found, will be rectified within the stipulated time. All defective spares shall be repaired / replaced when required and consumable like oil, Refrigerant will also be supplied whenever necessary according to nature of contract.
- (b) Indoor unit filters will be inspected and cleaned as per schedule.
- (c) Indoor/Outdoor unit heat exchanger will be inspected and cleaned as per the schedule.
- (d) Any number of Breakdown calls pertains to the refrigeration equipment irrespective of the nature of call will be attended under this contract.

5. Inclusions (Spare Parts):

- (a) Compressor
- (b) Fan Motor
- (c) P.C.B
- (d) Contactor / Relay
- (e) Transformer
- (f) Refrigerant (If Required)
- (g) Other Functional Parts

6. Exclusions:

- (a) Any replacement, modification of the unit, shifting of unit will not be a part of Contract.
- (b) Repairing/Replacement of Remote controller (if mishandled/broken) is not covered under this contract.
- (c) Repairs due to corrosion.
- (d) Electrical cabling, Cable tray, Electrical Switch boards & Strip heaters HRC fuse etc.
- (e) Ducting, Insulation, False ceiling work, denting & painting are the exclusions.
- (f) Air filters, Canvas connection, drain tray with insulation when it is corroded.
- (g) Any damage due to site conditions, rats, insects, reptiles etc. are not covered under this contract.
- (h) Any other items (Heat Exchanger, Condenser & Evaporator, Sheet Metal Parts, Thermocol Parts, Front Grill Assy, Plastic Parts, Panel, Cabinet etc.) which is not specifically spelt out under our scope of work.
- (i) The Contract price does not include any of the above items however it can be carried out under a separate deal.

7. Abnormal Usage / Misuse / Unauthorized attendance.

- (a) Failure of equipment due to supply voltage beyond permitted range i.e. (Single Phase "230V +/- 10%" for Three Phase "415V +/- 10%") phase unbalance , single phasing or fluctuating voltage or defects in your electrical installation, or abnormal usage or usage other than the equipment is originally designed for, misuse or due to atmospheric or due to action of hard / contaminated water, is not covered by this contract.
- (b) Tampering with or repairs on the equipment at any time and under any circumstances whatsoever by anyone with exception of our authorized representative will render the contract null and avoid, without prejudice to our other rights.

All failure resulting from the above will be rectified only on additional charge basis and shall be excluded from Clause 3 (scope of work) of said contract.

8. Limitation of Liability:

- (a) MEI shall be solely responsible for the acts of the MEI's servicemen including any damages caused by MEI's servicemen to the structural and/or decorative part of the Customer property which may arise during the repair process and MEI shall ensure that none of its servicemen are indulging in any acts which would be harmful to the reputation of the customer and/or involved in any unlawfully activity.

...demand of services Other than usual scheduled maintenance due to wrong usage, poor or dirty surrounding and dusty
...sphere shall be taken up on additional cost basis on mutual agreement.
...No Litigation. There is no actual or threatened litigation: (a) that affects its ability to comply with this Agreement, or (b) concerning
...Services.

9. Termination for Breach: If either party breaches any provision contained in this Agreement and the breach is not cured within thirty (30) days after the breaching party receives notice of the breach from the non-breaching party, may then deliver a second notice to the breaching party immediately terminating this Agreement.

10. ARBITRATION: In the event of any dispute or difference arising out, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be resolved in accordance with "Arbitration and Conciliation Act, 1996" and any subsequent amendments. The venue of Arbitration shall be the Branch location of Mitsubishi Electric India.

11. Force Majeure: MEI shall not be liable for any delay, failure, loss or damage incurred due to such delay or failure to perform any of its obligations under or arising out of this contract, in case, the failure or delay results from any Act of God, pandemic/epidemic, disease, outbreaks, lockdown/restrictions imposed by government or any event which renders it impossible or impracticable for MEI to fulfill its obligations under the contract or any other cause/circumstances of whatsoever nature beyond MEI's control.

12. VALIDITY: The Proposal is valid from 28-03-2024 to 27-03-2025.

For Mitsubishi Electric India Pvt. Ltd

(Authorized Signatory)



On behalf of Customer

Sunit

(Authorized Signatory)