

Ref No: HO /AMC/2021-22/1

Date: 23/11/2021

AIRCONDITIONING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AGREEMENT

This agreement is executed at Mumbai on this 23rd day of November 2021

This agreement is entered into between

Nova weather works ACR (India) Pvt Ltd, 339, Udyog Mandir No.1, Block No.11/12, Ground Floor, Bhagoji Keer Marg, Mahim West, Mumbai - 400016,

AND

Travel Food Services Pvt Ltd. 1st floor, A Block, Shivsagar estate, Dr Annie Besant road, Worli Point, Mumbai 400018.

Contract Tenure:

This contract is effective from 01-12-2021 to 30-11-24 for period of 36 months. We also reserve right to terminate or extend the contract any time with or without assigning reason.

SCOPE OF COMPREHENSIVE RISK PROTECTION MAINTANENCE CONTRACT

- Unlimited breakdown Calls
- Any number of breakdown calls shall be attained during normal working hours under this contract.
- Resolution time same business day if the call is logged before 3 PM, else next business day.
- Saturday Breakdown call lodged after 3:00 PM will be attended on Monday.
- Breakdown calls lodged on Sunday /Holidays will be attended next working day

Place of Service

Travel Food Services Pvt Ltd. 1st floor, A Block, Shivsagar estate, Dr Annie Besant road, Worli Point, Mumbai 400018.

Normally the equipment shall be serviced at above customer's premises. If necessary the equipment shall be moved to our workshop for repair. The offsite expenses like transport packaging & insurance will be paid by the customers separately.

Scope of work

- Attending all breakdown calls within normal working hours.
- Supplying electrical & mechanical spares like Compressor, Gas Charging, Electrical parts, Fan Motors contactors, overload relays,
- Quarterly preventive maintenance i.e. 4 times in a Year.
- Two chemical washes for each Unit
- Free replacement of all spares (Only on receipt of defective spares) as and when required as result of normal wear & tear
- Free overhauling at site or at service station as and when required as a result of normal wear & tear.
- Comprehensive contract shall cover any repairing parts if required
- Checking the Equipments piping for signs of leaks and repairing the leaks, if any.
- Checking the machine, compressor and other drives for undue vibrations.
- Cleaning the air filters, evaporator coil, and finned surface of the condenser with air blower.
- Ensuring the condensate drain is not clogged.
- Greasing of motor and blower bearings if required
- Checking tightness of all electrical connections and fuse links.
- Checking the operation of thermostat overload relays.
- Adjustment of air flow through ducts, if required.
- In case of compressor failure, the same will be repaired/replaced.
- If blower or condenser motor burns out, the same will be repaired by rewinding or replaced.
- All safeties will be checked during the preventive maintenances for smooth functioning.

EXCLUSIONS:

- Painting of the units.
- Replacement of pipelines & insulation.
- This contract does not include replacement of Decorative front grill, Outer cabinet, Air-filter, Remote Control Assembly (PC Board, Coil sensor, Room sensor, Receiver, Display PCB, Handset), Condenser and cooling coil, Plastic components, Metal base tray, painting any other sheet metal parts. (for Window & Split Air-conditioners)
- Additionally, in case of Ductable Split Air-conditioners & Package units, the following shall also be excluded: Control Panel, Ducting, Scanner, Water Pumps (applicable for Water Cooled Package units), Cooling tower (applicable for Water Cooled Package units), Plumbing lines (applicable for Water Cooled Package units).
- Any electrical faults in the main supply line of the MC's resulting in any damages.
- Failure of the machines due to floods, fire or any other calamities of nature are not Covered under the contract.
- The machines will not be shifted from the place of installation without prior intimation.

Commercial Terms:

Equipment Annual Maintenance charges will be applicable As per Annexure attached

Payment Term:

Quarterly in advance against Proforma Invoice.

General Condition:

- This agreement is not transferable. In case re-sale (or) change of location of the machine the agreement will have to be modified accordingly.
- The customers shall use genuine standard spares recommended by
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Limitation of Liability:

In no event we will be liable for any consequential losses whatsoever direct or indirect arising out of or damage caused by fire, rain, storm, theft etc.

Termination:

Either party may terminate the agreement at any time by giving one (1) month notice to the other party or the contractor shall refund the proportionate balance amount out of the total amount paid to them by TFS for the unexpired period out of the total period for which agreement is executed.

Notice:

All notice and other communication hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by registered mail, to the intended recipient thereof at its address shown herein above or to such other address as the intended recipient may specify in a notice pursuant to this section.

Arbitration:

All disputes & differences arising out of connected with this contract failing amicable settlement will be referred to a mutually approved arbitrator, Mumbai.

Quality of Spares: The equipment parts replaced must be new and equivalent in performance of existing parts.

The Parties herein shall resolve all disputes in connection with this Contract amicably by mutual negotiation, failing which, the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be referred to a sole arbitrator to be appointed mutually by both the Parties and failing agreement, as per the provisions of the Act. The venue of arbitration shall be Mumbai and the language of arbitration shall be English. All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the Parties respectively.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands to these presents on the day, month and year first above written.

Signed Sealed and Delivered by
Nova Weather works ACR (India) Pvt Ltd
Through its authorized signatory

Signed Sealed and Delivered by
Travel Food services Pvt Ltd
Through its authorized signatory

Escalation Matrix:

NOVA WEATHERWORKS ACR (INDIA) PVT. LTD. will provide contact number for each site technician for attending complaints, Escalation matrix should be followed as mentioned below

- **Level 1:** complaint should be logged with Service coordinator: Email id ceo@novainitiative.com , Contact No: **022-66297000**
- **Level 2:** Service In charge, email id rameshb@novainitiative.com Contact No: + 91 7738162404, 24Hrs after complaint logged.
- In case of Major breakdown where any spare parts of the said machine like Compressor /Motors/Electrical Controls/ found defective and is not possible to be repaired / replaced at site, the same will be taken to NOVA WEATHERWORKS ACR (INDIA) PVT. LTD. Workshop after prior approval from TFS . The same after repair / replacement will be reinstalled back and the defective any system will be re-commissioned within 04 working days from the date of 1st attempt.

ANNEXURE

GST Extra at actual

ID	Name	Unit_Type	Brand	Machine_Variant	Model_Number	Serial_Number	Capacity In Tons	AMC Rate 01-Dec- 21 to 30- Nov -24	AMC Rate 01-Dec- 22 to 30- Nov -23	AMC Rate 01-Dec- 23 to 30- Nov -24
118188	4 TR Cassette	-	DAIKIN	Cassette Air Conditioner	-	-	-	9,600	9,600	9,600
-	4 TR Cassette	Indoor Unit	DAIKIN	-	FCVF48ARV16	K004204	4			
-	4 TR Cassette	Outdoor Unit	DAIKIN	-	RGVF48ARY16	4808	4			
118189	8.5 TR DUCTABLE	-	DAIKIN	Ductable Air Conditioner	-	-	-	20,400	20,400	20,400
-	8.5 TR DUCTABLE	Indoor Unit	DAIKIN	-	FDR100ERV16	1732	8.5			
-	8.5 TR DUCTABLE	Outdoor Unit	DAIKIN	-	RR100ERY16	2797	8.5			
118191	11 TR DUCTABLE MAC 1	-	DAIKIN	Ductable Air Conditioner	-	-	-	26,400	26,400	26,400
-	11 TR DUCTABLE MAC 1	Indoor Unit	DAIKIN	-	FDR130ERV16	1022	11			
-	11 TR DUCTABLE MAC 1	Outdoor Unit	DAIKIN	-	RR130ERY16	1320	11			
118192	11 TR DUCTABLE MAC 2	-	DAIKIN	Ductable Air Conditioner	-	-	-	26,400	26,400	26,400
-	11 TR DUCTABLE MAC 2	Indoor Unit	DAIKIN	-	FDR130ERV16	1023	11			
-	11 TR DUCTABLE MAC 2	Outdoor Unit	DAIKIN	-	RR130ERY16	1322	11			
118194	11 TR DUCTABLE MAC 3	-	DAIKIN	Ductable Air Conditioner	-	-	-	26,400	26,400	26,400
-	11 TR DUCTABLE MAC 3	Indoor Unit	DAIKIN	-	FDR130ERV16	1024	11			
-	11 TR DUCTABLE MAC 3	Outdoor Unit	DAIKIN	-	RR130ERY16	1324	11			
118195	5.5 TR DUCTABLE	-	DAIKIN	Ductable Air Conditioner	-	-	-	13,200	13,200	13,200
-	5.5 TR DUCTABLE	Indoor Unit	DAIKIN	-	FDR65ERV16	1712	5.5			
-	5.5 TR DUCTABLE	Outdoor Unit	DAIKIN	-	RR65ERY16	2615	5.5			
118200	1.5 TR CASSETTE MAC -I	-	DAIKIN	Cassette Air Conditioner	-	-	-	3,600	3,600	3,600
-	1.5 TR CASSETTE MAC -I	Indoor Unit	DAIKIN	-	FFF50BV16	E000350	1.5			
-	1.5 TR CASSETTE MAC -I	Outdoor Unit	DAIKIN	-	RZCF50BRV16	342	1.5			
118201	1.5 TR CASSETTE MAC -2	-	DAIKIN	Cassette Air Conditioner	-	-	-	3,600	3,600	3,600
-	1.5 TR CASSETTE MAC -2	Indoor Unit	DAIKIN	-	FFF50BV16	E000376	1.5			
-	1.5 TR CASSETTE MAC -2	Outdoor Unit	DAIKIN	-	RZCF60BRV16	351	1.5			
118202	1.5 TR CASSETTE MAC -3	-	DAIKIN	Cassette Air Conditioner	-	-	-	3,600	3,600	3,600
-	1.5 TR CASSETTE MAC -3	Indoor Unit	DAIKIN	-	FFF50BV16	E000377	1.5			
-	1.5 TR CASSETTE MAC -3	Outdoor Unit	DAIKIN	-	RZCF60BRV16	355	1.5			
118203	2.0 TR CASSETTE MAC-I	-	DAIKIN	Cassette Air Conditioner	-	-	-	4,800	4,800	4,800
-	2.0 TR CASSETTE MAC-I	Indoor Unit	DAIKIN	-	FKA71CVM	C000925	2			
-	2.0 TR CASSETTE MAC-I	Outdoor Unit	DAIKIN	-	RZVF71BRV16	2651	2			
118204	2.0 TR Cassette MAC -II	-	DAIKIN	Cassette Air Conditioner	-	-	-	4,800	4,800	4,800
-	2.0 TR Cassette MAC -II	Indoor Unit	DAIKIN	-	FKA71CVM	C000937	2			
-	2.0 TR Cassette MAC -II	Outdoor Unit	DAIKIN	-	RZVF71BRV16	2662	2			
118205	1.8 TR Split MAC 1	-	DAIKIN	Split Air Conditioner	-	-	-	4,320	4,320	4,320
-	1.8 TR Split MAC 1	Indoor Unit	DAIKIN	-	FTQ60TV16U2B	9032164	1.8			
-	1.8 TR Split MAC 1	Outdoor Unit	DAIKIN	-	RQ60TV16U2B	9037954	1.8			
118206	1.8 TR Split MAC 2	-	DAIKIN	Split Air Conditioner	-	-	-	4,320	4,320	4,320
-	1.8 TR Split MAC 2	Indoor Unit	DAIKIN	-	FTQ60TV16U2B	9032171	1.8			
-	1.8 TR Split MAC 2	Outdoor Unit	DAIKIN	-	RQ60TV16U2B	9037959	1.8			

118207	2.0 TR CASSETTE - MAC - I	-	DAIKIN	Cassette Air Conditioner	-	-	-	4,800	4,800	4,800
-	2.0 TR CASSETTE - MAC - I	Indoor Unit	DAIKIN	-	FCVF18ARV16	K004376	2			
-	2.0 TR CASSETTE - MAC - I	Outdoor Unit	DAIKIN	-	RGVF18ARV16	4535	2			
118208	2.0 TR CASSETTE -MAC - II	-	DAIKIN	Cassette Air Conditioner	-	-	-	4,800	4,800	4,800
-	2.0 TR CASSETTE -MAC - II	Indoor Unit	DAIKIN	-	FCVF18ARV16	K004379	2			
-	2.0 TR CASSETTE -MAC - II	Outdoor Unit	DAIKIN	-	RGVF18ARV16	4983	2			
114558	2.0 TR SPLIT AC		MITSUBIS	Split Air Conditioner	MS-GK-24	7009494T	2	4,800	4,800	4,800
114557	2.0 TR SPLIT AC		MITSUBIS	Split Air Conditioner	MS-GK-24	7008919T	2	4,800	4,800	4,800
								170,640	170,640	170,640
SCOPE OF WORK - QUARTERLY SERVICE							ADD CGST 9%	15,358	15,358	15,358
THIS CONTRACT INCLUDES COMPRESSOR , GAS CHARGING , ELECTRICAL PARTS, FAN MOTOR AND PREVENTIVE SERVICES & COMPLAINTS.							ADD CGST 9%	15,358	15,358	15,358
THIS CONTRACT EXCLUDES CONDENSOR, COOLING COIL, PCB , REMOTE, SHEET METAL PARTS AND PLASTIC COMPONENT AND FRONT PANEL.								201,355	201,355	201,355