



**Purchase Order**

Vendor/Service Provider:	Purchase Order Details:	Trident, Nariman Point
2016769 ALUMINE FABRICATORS INDIA PRIVATE LIMITED B/106 FIRST FLOOR, BARKYA BHOIR COTTAGE, PANDURANG BHOIR ROAD, DAH MUMBAI 400068 GSTIN : 27AASCA0162E1ZT	P.O. No: 1830158059 P. Date: 01/03/2024 Contact Person: Meenakshi Mehta Contact No.: Extn : E-Mail: Meenakshi.Mehta@oberoigroup.com	GSTIN : 27AAACE6898B1ZI PAN No : AAACE6898B UNDER REVERSE CHARGE : NO
Sales Person:	Contract/Ref. No:	
Mob. No:	Contact Person:	
Tel No:919588115500	Contact No:	
E-Mail:jayesh@alumineindia.com	E-mail:	

**Invoice To:**  
EIH Limited  
Unit : Trident, Nariman Point  
Nariman Point, Mumbai-Maharashtra  
Telephone:02266324343 Fascimile: 02266326889  
Website:www.eihltd.com

**Delivery Address:**  
EIH Limited  
Trident Nariman Point, Mumbai  
Nariman Point  
Mumbai 400021

We are pleased to release the purchase/work order subject to following/below terms and conditions and Annexure.

S. No.	Material Code	Material Description	HSN	UoM	Rate	Qty	Del.Date	Value in INR
1	1800086627	SUPPLY OF 37.52 MM THICK DGU		Square foot	860	8,017.34	15-Mar-24	68,94,912.40
2	1800086629	SUPPLY OF DGU GLASS 24 MM THICK		Square foot	450	151.34	15-Mar-24	68,103.00
3	1800086628	SUPPLY OF DGU OPENABLE WINDOW		Square foot	900	163.61	15-Mar-24	1,47,249.00
4	1800086626	SUPPLY OF DGU WINDOW 1		Square foot	335	8,380.25	15-Mar-24	28,07,383.75

Price(Before discount/surcharge)	9,917,648.15
SGST	892,588.34
CGST	892,588.34
Total Value	1,17,02,824.83

Amount in Words: INDIAN RUPEES ONE CRORE SEVENTEEN LAKHS TWO THOUSAND EIGHT HUNDRED TWENTY-FOUR AND EIGHTY-THREE PAISA ONL

**Terms & Conditions:**

- 1 Payment Terms Payable against delivery (Immediate)
- 2 Documents Needed Invoice
- 3 Warranties
- 4 Penalty for breach of contract
- 5 Terms of Delivery
- 6 Shipping Instruction

Approved By : TOCE Purchase Head1 ,CPD Head

This is a system generated document, doesn't require signature

For & On Behalf of Trident, Nariman Point  
(Unit Of EIH Limited )

Authorized Signature

For &amp; Behalf Of Supplier

Name :

Designation :

Signature :

Date :

Stamp :

## Purchase Order

PO No./ PO Date/Delivery date  
1830158059 / .01-Mar-24 / 15-Mar-24**Annexure:**

By acceptance of this order, the Seller agrees to the following:

1. Discount and payment periods will start from the date of receipts of the goods or the bill by the buyer whichever is later.
2. If Seller is unable to furnish any item on this order, in quantity, size or otherwise, exactly as specified and described, immediate advice to this effect must be sent to the Buyer indicating the available substitute for Buyer's specific authorization with full description, statement as to interchangeability and delivery time, shipment of a AMENDMENT to this order. Unauthorized substitution will be subject to refusal and return, at the Seller's expense,
3. If the seller fails to deliver specified and described item within the stipulated time and / or does not obtain the approval of substituted item as referred to in Clause 2 hereinabove within the stipulate time the seller shall pay a penalty @ 25% as per Order Terms over and above the damages the Buyer may suffer on this account and the Seller shall also be liable to pay interest at the rate of 18% on any advance payment made by Buyer to the Seller from date of delivery for delayed deliveries.
4. All items ordered shall be subject to the final inspection and approval following receipt thereof by the Buyer. Such inspection shall made within reasonable time after receipt, irrespective of the date of payment, and any item/s which at the time of inspection are not found to be fully satisfactory to the Buyer, the same may be rejected by the Buyer by notice to the Seller. The buyer's decision on inspection about weight, quality etc is final and binding. The Buyer may hold any rejected articles for the instructions, and at the risk, of Seller, or may return such items to the Seller at the Seller's expense. After such notice of rejection, title to and risk of loss of items rejected shall be in the Seller.
5. **The prices indicated herein maximum and are based on your quotations which shall be highly competitive with the prevailing market rate. If at any time, even after the order has been executed and paid for, it comes to our knowledge that the prices quoted by you were higher than the market rate it shall be open to us to deduct such over-charged amount from any of your pending bills or you will issue us credit note for such amount.**
6. **All food and beverage sellers conforms that the supplied products conform to the standards of Health Authorities/FSSAI Act.**
7. The Seller shall indemnify and save harmless the Buyer, its officers, employees, successors, assignee and lessees, from all claims, proceeds suits and action based upon, and all liabilities, damages, expenses and costs, suffered or incurred by any them by reason of any alleged infringement or infringement or violation of any one or more patents or applications, or therefore for rights, arising out of the purchases, ownership, use or disposal of any item purchased hereunder.
8. This contract shall not be assigned by the Seller.
9. No verbal modification hereof shall be effective.
10. This order will be enforceable and binding on the Seller unless it is repudiated within three days of the receipt thereof by the Seller.
11. Unless specified otherwise bill amount will become due after the expiry of 30 days from the date of the receipt of bill by the Accounts Department.
12. All materials to be delivered to our receiving dept. against this order then inspected. No material to be sent directly to anyone in the hotel
13. Delivery will be accepted after receiving timings only in case of emergency supply, please have security to endorse the challans and inform Materials Dept. on next working day - Head of Department ordering to approve emergency supply.
14. No direct delivery to be given to any department without proper clearance from the Materials Manager.
15. We at Oberoi Hotels & Resorts support "save our environment" efforts done by vendors. Please get your delivery van "Pollution "checked on regular interval.
16. For all outside the state vendors, if is necessary that the vendor should be adhere to all statutory requirements necessary for interstate transfer. In case vendor fails to do so, the vendor should indemnify the buyer from any loss or damage.
17. Vendor to ensure that the GST amount collected from Hotel(s) is deposited in the same month And the invoice is uploaded in the GST return for outward supply within due date . If there is any difference in GST collected / deposited by you and the statement doesn't tally with government records then you (supplier) will be responsible for all penalties and fines.
18. Other terms:-  
**Perishable food items :**
  - a) Will be received only with 70% or more shelf life
  - b) Items will be rejected if does not comply with receiving temperature criteria and other specification criteria
  - c) Supplier vehicle should be clean and well maintained
  - d) All new food items should be approved from Hygiene & Quality Assurance Department by conducting sample testing in laboratory & considering other parameters as per sample approval procedure.
  - e) Temperature criteria:  
All fresh chilled products should be received at surface temperature below 5°C  
All frozen products should be received at surface temperature below -18°C. It should be frozen solid with no signs of prior thawing.  
**Chemicals/ Soap etc.:**
  - a) Packaging should be proper & should be safe for storage & handling . It should be manufactured as per the specifications.
  - b) PI & MSDS copy should be submitted.  
**Packaging Material:**
  - a) It should be Food grade quality (Certificate to be submitted)
  - b) Should be sustainable to heat & extreme temperatures  
**Equipment's/ Machines:**
  - a) Safety Measures guidelines should be provided with Do's & Don'ts,
  - b) Technical person should assemble/ install the equipment
  - c) Proper training should be given to all the Users & cleaning staff.  
**Code of Conduct:**
  - a) The Vendor agree to abide by "The Oberoi Dharma", the fundamental code of conduct of the Oberoi Group.
  - b) The Vendor further agree that they have read and understood the company's "Whistleblower Policy" available on the company's website: [www.eihltd.com](http://www.eihltd.com) and agree to abide by the same.

**19. Information Security and Data Protection:**

1. Vendor including its employees, representatives, agents, associates, sub-contractors and related parties (collectively referred as "Vendor") confirms to adhere to the Information Technology Security guidelines as issued by EIH or its associated, affiliated companies from time to time .
2. Vendor hereby conforms and ratifies that it is in full compliance with the Data and Information Technology laws of India as on date and will continue to be in compliance with the law enforce from time to time.
3. Vendor is fully responsible for security and safe keeping of EIH's data (including but not limited to systems, process, procedures and operation) to which Vendor gains access during the performance of the contract.
4. Vendor will perform Information Technology security reviews at its own costs and share the finding and remedial measures taken to correct the findings at least twice in a year with EIH. In the event, EIH is not satisfied with the audit report or the remedial measures undertaken, Vendor agrees to conduct third party audit and make necessary improvements as suggested by third party auditor at its own cost to the satisfaction of EIH. Failure to do so , EIH unilaterally and at its own liberty can appoint any agency to do such audit and recover the cost from the vendor.
5. Vendor will ensure that its employees and associates are periodically trained on fundamentals of Information Technology Security.
6. In the event, of any cyber security breach at the Vendor's end, Vendor shall notify the same to EIH within 12 hours of its impact analysis of breach.
7. Vendor will indemnify and hold harmless EIH at all times for:
  - a. Failure to comply with the applicable Information Technology and Cyber Laws including all applicable laws, rules, regulations and governmental orders, now or hereafter in effect in the Jurisdiction, relating to its performance of this Agreement.
  - b. pay all fees and other charges required by such laws, rules and regulations and orders.
  - c. maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all necessary Governmental departments and agencies to the extent necessary to perform its obligations here under.
  - d. Vendor shall indemnify EIH against all any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs to which EIH may become subject to and related to or arising out of security breach attributable to the Vendor.
8. This clause shall survive the earlier termination or expiry of the agreement.