

MERINO INDUSTRIES LIMITED
 Village - Achheja, PO-Hapur-245101 (U.P.), INDIA
 P:0122-3082500, 2308601 F:0122-2306998
 E:mrs@merinoindia.com
 W:www.merino-besco.com
 Date:14/02/2024 04:40:00

HNO.1-20-252/A; CHANDRANAGAR COLONY;
 RASOOLPURA; BEGUMPET;

To,
 M/S. :Gv Discovery Centers Private L
 Ref :SWT010547/V1/QTN064797/GV ONE
 Project :GV ONE
 Location:TELANGANA

QUOTATION FOR- ESTIMATION (AS PER BOQ)											
S.No	Description	Unit	Quantity	Rate	Amount	IGST	CGST	SGST	UTGST	TCS	
1	FMRSCUBZMSZZSS00001 (HSN CODE: 48239019)					Rate	18.000	0.000	0.000	0.000	
	BESCO CUBICLE ZMS SS 2003MM	pcs	45.00	24000.00	1080000.00	Amount	194400.00	0.00	0.00	0.00	
	Thickness of Compact Laminate : 12mm Color of HPL Boards: Single Standard Compact Color Special Remarks For Customization : : . Size of Cubicle : As per Drawing (W) X 1550mm (D) X 2003mm (H) Door Size : 1750mm (H) x 600mm (W) Divider Size : 1820mm (H) Overall Height Of Cubicle : 2003mm (Including bottom Gap of 150mm) Accessories: Standard- Merino Make Aluminum, Stainless Steel- 304 Grade accessories) a) Aluminum "U" Channel b) Aluminum "F" Channel (Only Corner Unit) c) Aluminum Door Stopper Channel d) Aluminum Top Rail e) SS Coat Hook f) SS Privacy Thumb turn c/w Occupancy Indicator g) SS Door Knob h) SS Spring Loaded Butt Hinges with Cover i) SS Adjustable Foot 316 Grade j) Rubber Door Stopper Lining k) Screws & Wall Plugs SPECIAL NOTE- Warpage Criteria is 3.0 mm/1000mm for MRS panels as per EN standard- 438.										

Total(Basic amount inclusive of all taxes and duties):		1274400.00

S.No	Description	Unit	Quantity	Rate	Amount	IGST	CGST	SGST	UTGST	TCS	
2	FMRSUMPPNLZZSS00001 (HSN CODE: 48239019) URINAL MODESTY SS	pcs	27.00	3900	105300	Rate	18.000	0.000	0.000	0.000	0.000
						Amount	18954	0.00	0.00	0.00	0.00
	Thickness of Compact Laminate : 12mm Color of HPL Boards: Single Standard and Plain Compact Color Special Remarks For Customization : N/A : Size of UMP : 500mm (W) X 1200mm (H) Overall Height Of UMP : 1850mm (Including bottom Gap of 650mm) Accessories: Standard- Merino Make Stainless Steel- 304 Grade accessories)- SS a) SS Right Angle Brackets b) Screws & Wall Plugs SPECIAL NOTE- Warpage Criteria is 3.0 mm/1000mm for MRS panels as per EN standard- 438.										

Total(Basic amount inclusive of all taxes and duties):		124254
Grand Total Amount:		1398654

TERMS AND CONDITIONS**1. Price:**

1.1 The Rates quoted by Merino Industries Ltd (hereinafter refereed as Merino) are only basic price and do not include applicable taxes, GST, duties, levies etc., which will be charged extra from the party (hereinafter referred as Client).

1.2 The rates are excluding of any /all Transportation Charges from Merino factory to any Work Site/ Project. Transportation will be arranged by Merino on chargeable basis to Client as per actual's, subjected to order volume. The Client can make its own transport arrangements for the purchased goods from Merino factory/warehouse to work site at own risk and cost, subject to compliance of Merino standards.

1.3 Client shall make the arrangement for unloading & shifting of material at site, as per Merino Standards stacking /loading/unloading SOP at own cost.

1.4 The Company shall not be liable for any damages to materials during transportation /loading/ Unloading/ Shifting/lifting in case of if these arrangements are of the Client.

2. Quotations & Validity:

2.1 Quotations are based upon on the interpretation of the site conditions, drawings & specifications informed by the Client to Merino. In case of any deviations/changes identified at site by Merino representative, same will be informed to the Client and revised quotation will be submitted by Merino.

2.2 The Quote submitted by Merino shall be valid for a period of 30 days from date of first quote shared to the Client. The validity extension will be confirmed by Merino only in writing.

2.3 If first quote is for estimation and then Client can request for the final quote before issuing the purchase order. There could be difference between quote for estimation and final quote. Merino has absolute right to change the price of any product with fresh/final quotation.

2.4 The Client shall ensure the compliance of Pre-shop drawing measurement checklist as per Enclosure-1, enclosed herewith. This shall be necessary to obtain the final quote.

3. Order Placement & Delivery:

3.1 The Client shall place the detailed Purchase order (PO) along with following

- 1) All BOQ,
- 2) Specification,
- 3) Shop Drawings and
- 4) Non-negotiable terms duly signed by the Client/authorized representative.

The Non-negotiable terms shall be list down and underline by Merino's Sales Representatives/Officers to the Client

3.2 The material shall be sent for production by Merino subject to the receipt of all agreed advance payments as well as site readiness confirmation by the agreed delivery date per Merino SOP (format attached as Enclosure-2) along with final approved drawing, site marking & shade confirmation for the product(s).

3.3 The agreed timeline for delivery shall be calculated from date of receipt of all the details mentioned in clause 3.1 & 3.2 above. Any delay in receipt of any of above requirements, can defer the delivery date accordingly.

3.4 The ready material to facilitate timely installation would be dispatched in mutually agreed lot sizes to the Client site as per prevailing site conditions & requirements. Clients hereby authorize Merino to make part shipments as per site requirement.

3.5 Pre Delivery Inspection by the Client during production stage of materials would be permissible, if agreed in writing by Merino and at Client's own cost.

3.6 The Client must acknowledge the receipt of material at site by signing the triplicate copy which comes with the material and report any variation/shortage/ damage by mentioning the same on triplicate therein, within twelve (12) hours of the material reaches the site of the Client both respective Project Manager assigned for installations services by mail as mentioned on the dispatch documents with CC to Merino centralized email ID- mrs@merinoindia.com , failing which, the delivery shall be deemed to be delivered satisfactorily as per Merino delivery agreements.

3.7 In case material could not dispatched due to non-readiness of the site or any reason not attributed to the company (Merino) for a period of 30 days from scheduled dispatch date,

- All other remaining payments become due,
- Beyond 30 days, storage cost will be charged 2% per month of basic value and
- Materials shall be despatched only after all due payment realizations.

3.8 If the order is cancelled after production, total payments of basic order value will be due as these are customized orders and same shall be collected from the Client .

4. Installations Conformity Conditions & Services:

4.1 The Client shall ensure that the site condition are ready in the first site survey visit by Merino representative as per Merino requirement. Any subsequent visits, if requested by the Client, will be on chargeable basis.

4.2 Once the site is ready for installation, as per Merino requirement, the Client shall inform the Merino. Merino representative shall inspect the site along with Client/its representative to prepare joint inspection report to be signed by both and then only site readiness intimation to Merino will be accepted.

4.3 As Merino satisfies with the site condition after joint inspection based on SOP, the installation team shall reach within three (3) days of such confirmation on the site. In case, of non-conformity with its

requirement, Merino will inform to the Client all the shortfall/pending activities required to be done. However, after completion of pending activities by Client, another site readiness inspection will be done by Merino on chargeable basis from the Client.

4.4 The Client shall ensure that all Interior as well as MEP(Mechanical, Electrical, Plumbing) works and other works like tiling, false ceiling, sanitary fixing that is all civil /interior works etc., at site must be completed before start of Merino Installation works. No debris should be there at the proposed installation site. It has further been clarified that installation of any products cannot be carried simultaneously along with other dry/wet works on the site. A clear site without any hurdle is Pre- requirement to start installation work at site by Merino.

4.5 The Client shall be solely responsible for safety & security of material after delivery at site. The Client at its own cost shall also provide secure storage space, with lock & key arrangement free from water seepage & other deficiencies. The Client shall ensure that material should be duly insured against fire, flood & theft etc. Merino's material at the site shall be staked according to checklist given in Enclosure-3. Any loss/damage occurring at site for any such reasons shall be to Client's account.

4.6 In case of any change in site conditions require to bring necessary/ certain changes in agreed product specifications, Merino in its sole discretion, may agree to incorporate such changes on chargeable basis. The cost such changes including the cost variations in material requirements, labour charges & other incidental expenses will be informed by Merino & shall be paid by Client on Merino Demand. The Client shall be solely responsible for any delay in installation due to any additional work not agreed or anticipated before.

4.7 In case of non-installation within 15 days of receipt of material at site due to non-conformity of pre-requisite conditions of installation, the Client shall be solely responsible for any material damages or related complaints. Merino may fulfil the damaged/complaint materials requirements on chargeable basis.

4.8 It has been agreed between parties that the quoted rates do not include any /all loading/unloading/Shifting/lifting charges. Client shall make all arrangement of loading and unloading/ shifting/lifting the material at work sites (including at different floors, area & locations) at their own cost as per Merino standards and under Merino guidelines/supervisions. Client shall be solely responsible for any damages to material during such transits.

4.9 The Client shall ensure that loading /unloading/shifting or related activities, wherein Merino supervision is required by Client, shall be informed to Merino in writing at least two (2) days in advance.

4.10 Standard installation working time will be day hours- 10.00 AM to 5.00PM on the scheduled date. Any activity beyond given timelines will be charged extra from the Client as per actual and same shall be pre-approved by Client before commencement of the work by Merino representative.

4.11 The Client will provide all free basic required Utilities to Merino (like Lift, Single Phase Electricity, working area with proper lighting & ventilation, drinking water, toilet facility, first aid facility etc.) on Project Site at Client's own cost within 10-20 meters of installation area.

4.12 The Client at its own cost shall ensure proper electricity/power backup and other requirements for carrying out the installation work at site during the working hours. The Client shall be liable for the idle charges or non-working period at site and it shall be payable within 24 hours of such demand by Merino.

4.13 Any partial installation at the request of Client may incur cost due to non-utilization of full man-power. Merino shall apprise about this to Client and can claim the cost from the Client.

4.14 Merino shall not be responsible for any delay in installation due to any act or omission of the Client end or any event beyond control of Merino.

4.15 In case installation is to be carried out at multiple floors, a service lift need to be provided by the Client at its own cost and for the whole working hours . In absence of service lift, labor charges for material lifting shall be on the Client's account & scope/ management.

4.16 Merino shall depute its own team or shall subcontract to authorized service provider to install the supplied materials at site. Under no circumstances, any other agency or individual, shall be authorized to carry out any kind of fixing/installation activity with the material supplied by Merino. Any damages due to such unauthorized activities/installation will be Client's account. Merino shall not bear any responsibility for such losses. The warranty of the product, if any, will also cease in such circumstances.

4.17 Merino shall pay the wages of its installation team deputed at site as per the rule of land. However, the Client shall be fully responsible for their easy ingress & egress from site within all reasonable working hours as mentioned above as shall be defined in the Purchase Order (PO) to facilitate installation completion. Furthermore the teams shall carry the installation work as per the guidelines (SOP) provided by Merino only. The Client or any other agency, under no condition, shall change working SOPs or exert undue pressure on installation team.

4.18 The Client shall be solely responsible to comply with all applicable safety & security norms at site and shall be solely responsible to meet all liability & obligation s of any nature to ensure total safety of Merino team/s or authorized other members deputed or visit on site from any kind risks/mis happening/accident at the site. The Client hereby indemnifies Merino against all civil, criminal, legal, financial and/or other liability in this context.

4.19 Client shall assist the Merino in arranging / locating suitable boarding and lodging facility for installations team at site/near site. In the case of remote site locations, the Client shall help the Merino in arranging the transportation of the installation team.

4.20 The scope of supply encompasses all the material and hardware used for restroom /shower room / change room / locker systems /urinal panels being offered by the Merino only, and their operation during usage. However, Merino shall not be responsible for any malfunctioning or damage due to use of non-standard material/hardware by the Client or due to carrying out any rectification work without following Merino standard. Warranty of the product, if any, shall automatically lapsed in such circumstances.

4.21 It is the responsibility of Client to depute a responsible person along with site engineer/representative from Merino for indicating/markings the following at the location of cubicle installation during site measurement or before start of works :

- a) Plumbing & waste water layout as per actual site condition.
- b) Actual layout of conduits laid for any MEP services.

In the event for absence of the same for any damage to plumbing line/conduits etc. Merino will not be liable for any damages and the cost for repair of the same.

5. Completion of Installation:

5.1 The Client shall inspect the site on after completion of installation work as informed by Merino's representative/supervisors. The Client and Merino or their authorized representatives need to sign the post installation joint inspection report along as per format attached as Enclosure- 4.

5.2 The Client shall issue a completion certificate as per Merino Standard Format to Merino, attached as enclosure-5 (Completion certificate format), within 24 hours of work completion. In case of delay in issuance

of completion certificate by Client beyond three (3) days of work completion, will deemed to be completed to full satisfaction of the Client and payment linked with completion, if any, shall be released by Client accordingly.

5.3 Merino shall be entitled for partial completion certificate/s after completing installations each time with one-fifth (20%) of total project volume. The Client shall give partial completion certificate for the respective completed work and shall accordingly release the proportionate payment linked with it.

5.4 MERINO is not responsible for any kind of damage due to poor workmanship /quality of tiles or any other interior work done from contractor and client end , though MERINO will inform client/customer at the time of installation if any issues found and will start installation once approval given by clients ". All such manages will be borne by the client only.

6. Payment Terms:

6.1 Unless otherwise agreed in writing, Merino standard payment schedule remain as under:

- a) Order Value Less than 5 Lacs then Payment schedule is 100% advance
- b) Order Value 5 Lacs and above then Payment schedule is 80% advance, 20% before dispatch

*Standard Payments Terms for All India Deliveries

6.2 TDS as per Govt. Applicable Rate.

6.3 The Client shall release advance as per agreed terms, PDC will not be considered as advance to start Production by Merino. Merino shall not start any production without receipt of agreed advance payment.

6.4 The Client shall ensure compliance of payment schedule of each project separately / individually in case of supply of the products for more than one project. Any payment of one project will not be considered as payment for other project/s.

6.5 The Client shall ensure that advance payment should be of total order value i.e. inclusive of all taxes and if advance is paid only of the basic value i.e. without taxes, entire tax value of the order should be released by Client before dispatch.

6.6 All charges incurring to prepare bank guarantees against release of payments from the Client to Merino shall be borne by the Client.

6.7 After 30 days of ready materials not call on to deliver to the site by the Client, the outstanding amounts will be considered as "due payment" and need to be released by immediately, irrespective of status of site completion. Any delay in due payment beyond 15 days will attract interest @ 2% p.m. from the due date against order value.

6.8 Difference in taxes/Levies due to change in laws will be in account of Client/Client (only basic rate per unit is fixed).

6.9 Merino being the manufacturer of the restroom cubicles & locker systems enters into transactions covered under contract of sale of goods and any charges for installation are incidental to this sale. Hence as per the provisions of section 194 C of Income Tax Act the work contract is not applicable, despite the PO from the Client/ having the work contract or contract for supply & installation or work order. As a matter of policy, the Merino Industries Ltd does not allow any charging or deduction under the work contract tax.

6.10 Client shall release the Payment only through cheque or demand draft payable in the favour of "Merino Industries Ltd" at par or via Electronic Payments as per bank details (see attached separate sheet). Merino will not consider any cash payment or payment directly made to any representative of the Merino by the Client.

6.11 The payments shall be made based upon the rates indicated in the Performa invoice & the subsequent accepted purchase order placed by the Client. Any additional supply of material due to variation in general or dimensional specifications of site shall be charged extra from Client.

6.12 Any concessional rates / exemptions in taxes / duties shall be considered only on submission of all relevant documents as acceptable by concerned authorized persons in Merino in advance.

6.13 All purchase orders should be placed in favor of "Merino Industries Ltd", Hapur unless specified otherwise in writing.

6.14 Any changes agreed in the scope of offer / order /terms of execution will only be made through a written letter and signed by the authorized representative of the Merino and Client. This shall be a part of original offer as a revision with date.

6.15 The offered prices are based on the careful and in-depth study of Client's requirement, specifications and site conditions till delivery at site subject to fulfilment of other conditions. In case of any change in site condition from initial as inspected by the Merino Industries Ltd then cost due to these changes will be borne by the Client only.

7. Product Warranty :

7.1 Merino provide 10 (Ten) years warranty on its board and 1 (one) year warranty on allied hardware and is valid from the date of purchase, or, delivery date, if later. The original purchase receipt or email confirmation is required as proof of purchase.

7.2 The warranty applies to domestic use only and covers defects in material supplied by Merino Only.

7.3 On receipt of any warranty claim, Merino will examine the product and decide, at its sole discretion, if it is covered under the warranty. If considered covered, Merino through its own service operations, will then, at its sole discretion, either repair the defective product or replace it with the same or a comparable product.

7.4 If product is covered by the warranty, Merino will bear the costs of repairs, spare parts, labour, provided that the product is accessible for repair without special expenditure. This does not apply to any repair work not authorized by Merino.

7.5 On replacement of any part during warranty, the replaced parts become the property of Merino. If the item is no longer sold by Merino, Merino will provide an appropriate replacement. It is Merino that determines, at its sole discretion, what constitutes an appropriate replacement.

7.6 The warranty does not apply to (any part not covered, if any) & neither to products that have been stored, assembled or installed incorrectly, used inappropriately, abused, misused, altered or cleaned with wrong cleaning methods or cleaning products or used in violation of safety guidelines of merino, as available Merino website.

7.7 The warrantee does not cover normal wear and tear, cuts, scratches or damage caused by impacts or accidents. The warrantee does not cover consequential or incidental damages.

7.8 The warrantee does not apply if the products have been used for public use, outdoors or in a corrosive environment.

8. Ethics

8.1. Corruption is the misuse of an official duty or accrual of undue benefits inclusive of frauds, bribery, any benefits, favors or omissions which are illegal, unethical or a breach of trust. Merino has zero

tolerance towards corruption in any form.

8.4. By "Undue Benefits", the Client understands a benefit that is intended to affect the receiver's actions, decisions or objectivity, regardless of its economic value.

8.5. The Client shall not offer any undue benefit to any employee of the company. If any attempt or request to obtain undue benefits, the Client shall immediately inform the company at the email: mrs@merinoindia.com.

8.6. In case of any breach of this section-8, Merino may terminate the Purchase order agreement with immediate effect giving written notice, without incurring any liability or compensation whatsoever towards the the Company.

9. Miscellaneous :

9.1 The rates offered by Merino are solely for specific project order belonging to or routed through the Client for the project & shall not be applicable for any third-party supply.

9.2 Display samples appeared in Merino Catalog or any retailer outlets etc. are for reference purpose only and shade/color tone of actual product may vary due to various external circumstances. The Client shall solely responsible to do necessary due diligence before placing the order.

9.3 Order placed by Client should only be based upon the quotation / Performa Invoice provided by Merino. In any/all case where the product specifications are not included in the purchase order by Client, the detail mentioned in Merino Quotation / Performa invoice shall deemed to be applicable.

9.4 Merino will not be responsible for the delivery delay on site caused due to non-supply measurement drawings, site readiness requirement or other required information's by Client.

9.5 All Purchase orders placed by Client will be governed by these terms and conditions. In case of any conflict between any terms of purchase order and terms mentioned herein, these terms & conditions will always prevail, unless specifically otherwise agreed by Merino in writing.

9.6 Merino will execute the order in accordance to the norms and policies mutually agreed in good faith and will make all necessary endeavors to maintain the essence of time specified in the purchase order. Merino will not be liable for any liquidation damages or delay penalty, unless otherwise specifically agreed in writing by Merino.

9.7 In no event will Merino be liable under any theory of liability, whether in an equitable, legal, or common law action arising hereunder for contract, strict liability, indemnity, tort (including negligence), or otherwise, for damages which, in the aggregate, exceed the amount of product paid by Client to the Merino under respective P.O.

9.8 The rates & other terms of the contract are not to be disclosed by either party to any third person or party under any circumstances & a breach of this confidentiality may result in dilution of the contract agreement.

9.9 Merino shall not be held liable for any failure or delay in the performance of any of its obligations in case of any force majeure event or any event beyond Merino reasonable control including but not limited any act of God, war, epidemics, fire, flood, earthquake, strikes, terrorist attack, civil unrest, lock-outs, embargo, restrictions or requirements or other acts by any government or other lawful authority.

9.10 These terms are construed as binding and enforced in accordance with and under the rules of the government of India.

9.11 Parties agree to negotiate in good faith to resolve any dispute between them arising out of, under or in connection with this Agreement. In the event the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, the matter will be settled by arbitration proceeding.

9.12 All unresolved disputes and claims between the parties shall be settled by arbitration conducted under the provisions of Arbitration & Conciliation Act, 1996 or any subsequent amendment thereof, by reference of Sole Arbitration appointed by Merino. The award made in pursuance thereof shall be binding on the parties hereto. The arbitration proceedings shall be held at Hapur (U.P.) in English Language. Each party shall bear its own costs of Arbitration.

9.13 Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts at Hapur (U.P.).

Application:

The rates have been offered solely for project order belonging to or routed through the customer for the particular project & shall not be applicable for any third party.

Thanking You.

For Merino Industries Ltd

Confirmation Official Seal & Signatory

Authorised Signatory
(Manager Projects)