

THE AMARYLLIS
AT
NEW ROHTAK ROAD, DELHI



CONTRACT DOCUMENTS
(SITC of Six Nos Fire Elevators in Phase 1)

OWNER : M/s BASANT PROJECT LIMITED

**CONSULTANT : MITSUBISHI ELEVATORS INDIA
PRIVATE LIMITED**



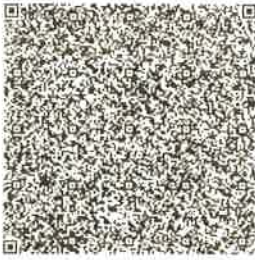
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL67518358648339Q
Certificate Issued Date : 21-Aug-2018 12:33 PM
Account Reference : IMPACC (IV)/ dl896403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL89640339143114785170Q
Purchased by : BASANT PROJECTS LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BASANT PROJECTS LTD
Second Party : Not Applicable
Stamp Duty Paid By : BASANT PROJECTS LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

BPL/MITSUBISHI/AMARYLLIS/PHASE-I/WC-03/18

04.09.2018

AGREEMENT

This Agreement is made on the 04th day of September 2018 at Delhi, India.

Between



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

M/S BASANT PROJECTS LTD, a Company registered under Companies Act, 1956, having its corporate office at G-3, Aggarwal Corporate Tower, 23, Rajendra Place, New Delhi - 110008 (hereinafter called 'OWNER / Cutomer' which includes its successors and assigns) through its authorised signatory.

AND

MITSUBISHI ELEVATOR INDIA PRIVATE LIMITED, a Company registered under companies act 1956, having its registered office at 76, Ground Floor, Okhla Industrial Area, Phase - III, New Delhi - 20. (Hereafter called 'Contractor / IMEC') through its authorised signatory **Mr. Rajiv Sivaraman**.

And WHEREAS, the OWNER intends to develop "The Amaryllis" New Rohtak Road, Delhi" on the basis of various approvals as available with him, hereinafter called as "Project"

And WHEREAS, the OWNER intends to carry out the "Supply, Installation, Testing and Commissioning of Six Nos Fire Elevators in Phase 1 of "The Amaryllis" project at New Rohtak Road, Delhi" on the basis of various approvals as available with him, hereinafter called as "Works" for the purposes of this agreement wherever this context permits, to be performed by the contractor for this project.

AND WHEREAS the Contractor represents and warrants to the OWNER that it lawfully owns and controls up-to-date infrastructure, expertise, safety equipment and various other technical skills with manpower having necessary qualifications, expertise, benchmarking to the International Standards of safety & quality, legal compliances with a reputation for satisfactory performance and completion of Works in accordance law and terms and conditions as set out in this Contract Agreement.

And Whereas the Contractor has assured the OWNER that it shall execute the Works taking care of all materials, labour, legal requirements and would be in a position to complete the Works in a manner as desired by the OWNER within the time schedule agreed between the parties.

And Whereas the Contractor has further assured the OWNER, it shall, for the purposes of these Works, act as a Principal Employer taking on itself all legal, construction, monetary liabilities and would be answerable at all



times to any Competent Authority, Courts, investigative agencies for all acts of omission and commission attributable to its employees, agents, Sub-Contractors, third parties and all persons connected with it.

AND WHEREAS the OWNER, based on mutually concluded negotiations, has trusted the Contractor's representations in good faith and also assurances that the Contractor will execute the Works with Top Class International Standards to the full satisfaction of the OWNER and has, at the behest of the Contractor, agreed to enter into this Contract Agreement and the Contractor, hereby agrees to accept and execute the Works on the representations made above and the terms and conditions set out herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents referred in Para 2 below.
2. The following documents shall be deemed to form and be read and constitute as part of this Agreement viz.
 - a) Special Condition - Annexure I
 - b) Technical Specification - Annexure II.
 - c) General Conditions - Annexure III.
 - d) Works to Be Carried out by Customer / Others - IV.
 - e) Labour Law & Compliances - V.
 - f) Bill of Quantities - Annexure VI.
3. In consideration of the payments to be made by the OWNER to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the OWNER, to construct, complete and maintain the Works in conformity in all respects with the provisions of this Contract Agreement and the Contract documents.
4. The Owner hereby covenants to pay to the Contractor in consideration of the carry out execution, completion and maintenance of the Works, a contract Price of **INR 1,42,00,000.00 (Rs One Crore Forty Two Lakhs Only) inclusive of all taxes including Goods & Service Tax.**
5. This Contract Agreement constitutes the entire Contract between the parties and it revokes and supersedes all previous correspondence,



discussions, representations, arrangements or agreements, pertaining to the Works, between the parties, concerning the matters covered herein whether written, oral or implied.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals, the day and the year first above written.

SIGNED BY



SUBNASH KAUSHIK

(Signature)

For & on Behalf of
BASANT PROJECTS LTD.

IN THE PRESENCE OF

NAME _____

ADDRESS _____

SIGNED BY



20/10/2018

(Signature)

For & On Behalf of
MITSUBISHI ELEVATOR INDIA PRIVATE LIMITED

IN THE PRESENCE OF

NAME _____

ADDRESS _____

Neema Sharma
20/10/2018.

ANNEXURE I

Special Conditions of Contracts

1. Specification of Equipment:

The specifications offered by IMEC shall be as per **APPENDIX I**. The equipment shall be as per Mitsubishi design, parts of the same will be manufactured and supplied from IMEC factory in Bangalore, India, in line with Mitsubishi's global sourcing policy and thereafter the parts will be assembled by IMEC technicians at site for commissioning, testing and delivery. In case of any variation between tender specifications, terms and conditions and IMEC final offer, the latter shall prevail. Any descriptive matter and illustrations from brochures furnished along with the proposal are approximate and generic in nature.

2. Terms of Delivery

The Elevator materials for the subject project shall be delivered at site within Four (04) months from the date of receipt of the Signed Contract by both parties or release of payment as agreed in the Contract or approval of IMEC layout drawings or finalization of specification, whichever is later.

3. Installation Completion:

The scope of work is inclusive of installation, testing and commissioning of 06 no(s) Elevator(s). The installation will be completed within 03-04 month(s) from the date of receipt of all materials at project site and subject to receipt of payments as agreed in the Contract, the hoist way and machine room completed in all respects, including the preparatory works, along with permanent power supply being handed over to IMEC for IMEC uninterrupted usage for the above period and related services. The site should be ready in all aspects to commence installation immediately upon receipt of materials at site.

4. Storage requirements for lift materials :

Customer shall allocate a storage room with weather protection at site till the date of completion of handing over of Elevators however construction of storage room & locking arrangement shall be in scope of IMEC.

The storage room is required at ground floor or 1st Basement in the vicinity of the shafts. The storage room shall have adequate lighting arrangement and ventilation.



The storage area should be safe, dry, lockable and weather proof. IMEC shall not be liable for any loss or damage occurs due to the poor storage area or due to some unforeseen and uncontrolled circumstances like rain, water accumulation in store etc. or the storage area was recommended and allotted as per Customer's discretion.

After the material is delivered at site and stored in the store room, watch and ward shall be in scope of IMEC. In case the project is on hold or comes to halt from customer's end, then the watch and ward responsibility of the store shall be discussed, resolved and mutually agreed upon.

5. Warranty :

The warranty for the equipment shall be for a period of 18 months from the date of delivery of material at site or 12 months from the handing over date of each elevator, whichever comes earlier, and IMEC will rectify and make good any defects, not due to ordinary wear and tear, improper use, or lack of care, which may develop during this period.

This warranty (a) does not extend to consequential loss and/or damages and (b) is null and void in case of tampering and/or if maintenance, repairs and modifications are carried out by the unauthorized persons.

6. Free Maintenance:

IMEC free maintenance shall be for a period of 12 months, and will commence from the handing over date of each elevator or 18 months from the date of receipt of material at site. The date of commencement of free maintenance will remain unchanged, irrespective of any delay in building completion, availability of permanent power supply, inspection taking over, or commencing use of the elevator.

Maintenance will consist of regular examinations and any necessary adjustment and lubrication of the equipment by the competent employees under IMEC direction and supervision. The required supplies and parts will be furnished except such parts as may be needed because of negligence, misuse or accidents not caused by IMEC. All work will be performed during IMEC regular working hours of IMEC regular working days except for emergency minor adjustment callback service, which will be provided during regular working hours and also during any overtime hours. No work or service other than the specifically mentioned is included or intended.

IMEC shall not be liable for any loss, damage, or delay due to any cause beyond our reasonable control including but not limited to acts of government, strikes, fire explosion, theft, floods, riots, civil commotion, war, malicious mischief or act of God. Under no circumstances shall IMEC be liable for consequential damages.



7. Arbitration and Jurisdiction Clause:

A) Governing Law: The Governing Law shall be the Law of India.

B) Indemnity: The seller/Contractor shall be liable to compensate and indemnify, defend and hold harmless the company, the company's directors, officers, employees and any person connected with the company from and against any and all losses, liabilities, damages, deficiencies, legal actions, fees, costs and expenses (including attorney's fees, costs and expenses) or other losses incurred hereby or caused thereto, directly or indirectly, in respect of any breach by the supplier/contractor under this purchase order/work order/contract/any other agreement signed/to be signed between parties. The seller/contractor also agrees and accept that it shall be solely responsible for any loss, damages or injury caused to any property, material or human life that takes place due to any accident etc. which has occurred in the said building/said plot whether directly or indirectly or due to negligence of the seller/contractor or its employees, agents, licensees and agrees and undertakes to indemnify all the pecuniary and consequential losses and damages of the company/affected person/s and shall keep the company, the company's directors, officers, employees and any other person connected with the company harmless and fully indemnified in this regard.

Indemnity value should not exceed the contract value and Indemnity should only be applicable in case the reason attributed to IMEC only.

8. Tax and Duties:

- Quoted prices are inclusive of taxes, GST and duties prevailing on the date of this proposal.
- "Any increase / decrease in the present taxation structure or introduction of additional taxes by the State/Central/Local Authorities, the increase will be borne by the Customer and in case of decrease necessary adjustment benefit will be given to the Customer. If any levy, taxes, duties or local body tax applicable at the time of accepting this work order is revised, reviewed, renamed, modified in any manner whatsoever till the time of execution and completion of work order, then the increase will be exclusively borne by the Customer.

Details of Taxes:

Particulars	Rate
CGST	9%



SGST	9%
Total	18%

The Contract Price shall be exclusive of Labour Cess but inclusive of GST and all other Taxes, Duties, Levies, Cesses, Charges of any nature and by whatever name called. Owner shall be entitled to deduct taxes at source (TDS) in accordance with applicable laws from all payments made to the Contractor and necessary TDS certificates shall be issued as per the provisions of law in force or applicable in future to the Contractor for such tax deductions. Any such withholding of tax by the Owner shall have no effect on the rates and prices for the Works and prices shall not be liable to increase because of withholding of tax. The Contractor undertakes to mention Tax /GST separately in all invoices submitted for payment to the Owner.

The IMEC agrees to do all things, including providing invoices or other documentation in such form and details may be necessary to enable or assist the owner to claim or verify input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply made under this Agreement as per provisions of the law in force at the time.

In case any credit, refund or other benefit is denied or delayed to the Owner due to any non-compliance by the contractor such as failure to upload the details of the sale on the GSTN portal, failure to pay to the Government in time or due to non-furnishing or furnishing of incorrect or incomplete documents by the contractor, the contractor would reimburse the loss to the Owner including, but not limited to, the tax loss, interest and penalty.

- 11 **LD:** Penalty of 0.5 % per week subject to maximum of 5% of unfinished portion of contract value shall be applicable as liquidity damages / compensation for delays in case of delay in project completion timelines reasons solely attributable to IMEC.
- 12 **Amendments:** This agreement may be modified only by a written instrument duly executed by each party. No breach of any covenant, agreement, warrant or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach. All amendments and other modifications hereof shall be in writing and signed by each of the parties.
- 13 **Water & Electricity:** Owner shall provide water & electricity at one point free of charge near to Elevators shafts at all the required floors. However branching shall be done by the IMEC by his own and nothing extra shall be payable on this account.



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- 14 Working at All Heights:** Item rates quoted by the IMEC in the bills of quantities shall include allowance for executing work at all heights above and at all depths below the ground level.
- 15 Sub-Letting/ Sub-Contracting:** The Contractor shall not be permitted to Sub-Let/Sub-Contract the whole of the Works. Further the Contractor shall not Sub-let any part of the Works without the prior written consent of the Owner's Representative except as provided for in these conditions, and such consent shall not be unreasonably withheld. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor(s), his/their agents, servants or workmen as fully as if they were acts, defaults or neglects of the Contractor himself, his agents, servants or workmen. Engagement of labour contractor on a piecework basis shall not be deemed to be a Sub-Letting/Sub-Contracting under this Clause.
- 16 Safety to Workmen and material:** You shall take all adequate measures for complete safety of man, material and machinery deployed at site, whether your own or those of any sub-contractor. The Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury resulting to any workmen or other person in the employment of the Contractor or any sub-contractor and the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. All statutory requirements, Factories Act, ESI, Workmen Compensation, Bonus Act, Provident Fund & Gratuity Act, Industrial Dispute Act, etc., wherever applicable and where contributions/compensation/payments are to be made the same shall be borne by the contractor either during the term of contract or after.
- 17 Compliance of Safety Norms, Environment & Health at Project Site:** You shall comply with all the safety norms, environment aspects pertaining to but not limited to disposal of civil construction material away from the water source drains etc. and also be responsible for the health of workers. You alone shall be liable for any breach or violation thereof and shall keep us indemnified against any loss or damages suffered by us on this account. You shall make all necessary arrangements for the required tools, tackles and other safety equipments like helmets, gloves, shoes, safety belts etc. for examination of the workers on occupational health and safety aspects.



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18 Insurance of Works And Contractor's Equipment: Without in any way limiting the other obligations and liabilities of the Contractor under the Contract, the Contractor shall effect and maintain in force, the insurances specified in this Clause and elsewhere in the Contract. The cost of procuring such insurances shall be deemed to have been included in the rates and prices quoted by the Contractor and the Contractor shall not be entitled to claim any additional payments or compensation on account of procuring the same.

i) Erection & All Risks Insurance

Contractor shall take EAR Insurance Policy for supply & Installation of Elevators at the site.

ii) Third Party Insurance

Before commencing the execution of the Works, the Contractor shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner and other adjoining properties and to any person including any personnel of the Owner, Consultant, Architect, by or arising out of the execution of the Works or in the carrying out of the Contract and shall fully indemnify and hold harmless the Owner, the Engineer and all persons who may be associated with or connected with the Owner or the Engineer against all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of any damage caused to them. Such insurance shall be affected with an insurer and in terms approved by the Owner and for amounts as stated in Annexure "A". The Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

iii) Insurance against Accident or Injury to Workers:

The Owner shall not be liable for, or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury or loss of life or limb to any workman or other personnel engaged by the Contractor or any Sub-Contractor.

The Contractor shall indemnify and keep indemnified and hold harmless the Owner, the Engineer, and all persons who may be associated with or connected with the Owner or the Engineer against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall insure against such liability with an insurer approved by the Owner and shall continue such insurance during the whole of the time that any personnel are engaged by him or the Sub-Contractor on the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any Sub-Contractor, the Contractor's obligation to insure



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as aforesaid under this sub-clause, shall be satisfied, if the Sub-Contractor, shall have insured against the liability in respect of such persons, in such manner that the Owner is indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Engineer, when required, such policy of insurance and the receipt for the payment of the current premium.

iv) Remedy on Contractor's Failure to Insure; Waiver of Subrogation:

If the Contractor shall fail to effect and keep in force insurance, as per the terms of Contract, the Owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid from any monies due or which may become due to the Contractor, or recover the same from the Contractor.

It shall be the responsibility of the Contractor to lodge and settle all insurance claims, which may arise. The responsibility and liability of making good losses shall rest with the Contractor irrespective of the status of settlement of claims and the Owner shall not be liable for any additional cost on this account.

Insurance policies procured and maintained by the Contractor or any Sub-Contractor shall include a waiver of any right of subrogation of the insurers thereunder against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, and of any right of such insurers under such policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy. The Contractor further releases, assigns and waives any and all rights of recovery against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of insurance maintained or required to be maintained by the Contractor pursuant to the Contract or because of deductible clauses in, or inadequacy of limits of, any such policies of insurance.

Each insurance policy required to be maintained by the Contractor shall provide that the insurance will not, as against one named party to the insurance, be invalidated by any act, breach, omission, neglect or failure of another party.

- 19 Taxes and Duties:** The Contract Price shall be exclusive of Labour Cess but inclusive of GST and all other Taxes, Duties, Levies, Cesses, Charges of any nature and by whatever name called. Owner shall be entitled to deduct taxes at source (TDS) in accordance with applicable laws from all payments made to the Contractor and necessary TDS certificates shall be issued as per the provisions of law in force or applicable in



future to the Contractor for such tax deductions. Any such withholding of tax by the Owner shall have no effect on the rates and prices for the Works and prices shall not be liable to increase because of withholding of tax. The Contractor undertakes to mention Tax /GST separately in all invoices submitted for payment to the Owner.

The IMEC agrees to do all things, including providing invoices or other documentation in such form and details may be necessary to enable or assist the owner to claim or verify input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply made under this Agreement as per provisions of the law in force at the time.

In case any credit, refund or other benefit is denied or delayed to the Owner due to any non-compliance by the contractor such as failure to upload the details of the sale on the GSTN portal, failure to pay to the Government in time or due to non-furnishing or furnishing of incorrect or incomplete documents by the contractor, the contractor would reimburse the loss to the Owner including, but not limited to, the tax loss, interest and penalty.

20 Governing Law & jurisdiction:

This Contract shall be governed by and construed in accordance with the law of India and the Courts in Delhi (Courts situated in the place of execution) shall have jurisdiction.



ANNEXURE- II (Technical Specifications)			
	Tower 1AB (5) Tower 1CD (6) Tower 11AB (33)	Tower 9 (14) Tower 10 (23)	Tower 11C (36)
Elevator Type	With Machine Room - NEXIEZ LITE	With Machine Room - NEXIEZ LITE	With Machine Room - NEXIEZ LITE
Use	Passenger	Passenger	Passenger
Quantity	Three (03)	Two (02)	One (01)
Capacity	884 Kgs / 13 Passenger	884 Kgs / 13 Passenger	544 Kgs / 08 Passenger
Speed (Mtrs/sec)	1.75	1.75	1.75
Control & type of machine	AC-VVVF	AC-VVVF	AC-VVVF
Operation	One car selective collective	One car selective collective	One car selective collective
Stops / openings	14 Stops, 14 Openings	14 Stops, 14 Openings	14 Stops, 14 Openings
Service Floor	14 (B2, B1, G, 1 - 11)	14 (B2, B1, G, 1 - 11)	14 (B2, B1, G, 1 - 11)
Travel (Meters) Approx	54 MTR	54 MTR	54 MTR
Non Stop Floor	0	0	0
Clear hoistway size available per elevator mm (W) x mm (D) (approx.)	2100 (W) X 1950 (D)	2000 (W) X 1925 (D)	1800 (W) X 1720 (D)
Clear hoistway size required per elevator mm (W) x mm (D) (approx.)	2000 (W) X 1950 (D)	2000 (W) X 1925 (D)	1770 (W) X 1700 (D)
Note : Pl. note we shall require shaft walls in Reinforced Concrete Cement(RCC). In case of Block/Brick shafts, We need RCC/ Steel bands at various levels as indicated in our layout drawing.			
Clear cabin internal size mm (W) x mm (D) x mm (H) (approx.)	1600 X 1350 X 2300	1600 X 1350 X 2300	1300 X 1100 X 2300
Cabin entrance door opening arrangement	CO (CENTER OPENING)	CO (CENTER OPENING)	CO (CENTER OPENING)
Clear cabin entrance size mm (W) x mm (H)	900 X 2100	900 X 2100	800 X 2100
Overhead height (mm)	4800	4800	4800
Pit depth (mm)	1800 (Area below pit should be solid)	1800 (Area below pit should be solid)	1800 (Area below pit should be solid)
Note : SPACE UNDERNEATH THE LIFT PIT HAS BEEN CONSIDERED AS SOLID			
Cabin walls (finish)	SUS - HL	SUS - HL	SUS - HL
Celling Design	L210 - Painted Finish	L210 - Painted Finish	L210 - Painted Finish
Cabin doors (finish)	SUS - HL	SUS - HL	SUS - HL
Cabin sills and landing sills	Extruded hard aluminium	Extruded hard aluminium	Extruded hard aluminium
Car operating panel and car position indicator face plates finish	Standard - 1 No	Standard - 1 No	Standard - 1 No
Landing Hall Button and Position Indicator	SUS - HL	SUS - HL	SUS - HL
Cabin flooring	25 mm recess for flooring & flooring to be done by client / others	25 mm recess for flooring & flooring to be done by client / others	25 mm recess for flooring & flooring to be done by client / others
Landing doors (finish)	SUS - HL	SUS - HL	SUS - HL
Power supply for traction	415 V, 3 phase 50 HZ	415 V, 3 phase 50 HZ	415 V, 3 phase 50 HZ
Power supply for cabin lighting	240 V, 1 phase 50 HZ	240 V, 1 phase 50 HZ	240 V, 1 phase 50 HZ



Signature

Signature



Signature

OPERATIONAL & SAFETY FEATURES :			
PROVISION FOR CCTV / MUSIC	P	P	P
Handrail one no - Rear Wall	P	P	P
Voice Annoucement System	P	P	P
CAR Arrival Chime	P	P	P
DC alarm bell	P	P	P
Multi beam sensor	P	P	P
Safety landing operation	P	P	P
Next landing operation	P	P	P
Independent operation	P	P	P
Emergency cabin lighting	P	P	P
Emergency Interphone system incorporated on cabin operating panel	P	P	P
Re-open with hall call button operation	P	P	P
Automatic door speed adjustment operation	P	P	P
Car call registered light	P	P	P
Hall call registered light	P	P	P
Automatic Fan off/Light off	P	P	P
Overload Indicator	P	P	P
Emergency stop button	P	P	P
Mitsubishi Emergency Landing Device	P	P	P
Fire Emergency Operation	P	P	P
Intercomm	P	P	P

Source of supply : India

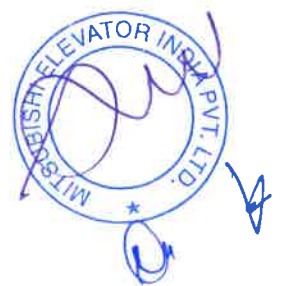
Codes of manufacture : INDIAN STANDARDS

GLOSSARY :

1. " AC-VVVF "	Denotes "AC-variable voltage variable frequency with data networking system"	Denotes "AC-variable voltage variable frequency with data networking system"	Denotes "AC-variable voltage variable frequency with data networking system"
2. " CO "	Denotes "2-panel center opening doors"	Denotes "2-panel center opening doors"	Denotes "2-panel center opening doors"
3. " SUS HL "	Stainless Hairline Steel	Stainless Hairline Steel	Stainless Hairline Steel
4. " P "	Denotes "Provided"	Denotes "Provided"	Denotes "Provided"



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ANNEXURE III

GENERAL TERMS AND CONDITIONS

1. Price Variation

The SITC price quoted/confirmed is valid till 31st Jan 2020. The price quoted/confirmed is based on the labour cost as on the date of quotation and is valid till the handing over date as agreed in the Contract. In the event of project delay due to reasons attributable to Customer / owner beyond the validity period, the price shall be subjected to an escalation of 5% year on year and the same shall be payable by Customer before the elevator is handed over. If this price variation provision is incorporated in the proposal for more than one elevator, it shall be applied separately to the portions of the price allocated to each elevator.

2. Security Export Control

The Customer shall not use any goods, technologies and/or software supplied from IMEC in relation to development, production, use or weapons of mass destruction, or shall not transfer such items to any third party should the Customer know or suspect that those could be used for such an application. Notwithstanding the foregoing, the Customer shall not use Items for military applications, or shall not sell to any third party should the Customer know or suspect that those could be used for such an application without conducting prior consultation with IMEC. Upon IMEC's request, the Customer shall promptly provide IMEC its information relating to Items (e.g. destination, end-user, end-use, end-use location, etc.).

3. Basis of Manufacture

The equipment shall comply with Indian Standard (IS) codes and as per the technical specifications attached. IMEC shall manufacture subject to the following:

- a. Approval of all shop drawings and confirmation of specifications and finishes by the Customer / Consultant.
- b. Receipt of all payments, as agreed in the Contract for commencement of manufacture.

Note: It needs mention that the parts manufactured by IMEC are standard parts that are manufactured for the residential segment and not custom made for the contract.

4. Statutory permissions from various authorities

All statutory permissions for starting / executing, completing and handing over the works from various authorities including PWD shall be obtained by the Customer. Fees or any other payments required to be paid, for concerned liaison for getting above work done shall be paid directly by the Customer.



IMEC shall coordinate for inspections required as per statutory requirements as applicable on the date of this Contract. However any fees, charges towards license inspectorates and incidental charges for certification of works will be to the Customer's account.

For any statutory approvals / permissions, IMEC shall provide all necessary documents, certificates or any other document required for obtaining such approvals.

5. Installation

IMEC shall start with Installation at site after following conditions are met:

- i) Completion of all technical activities at site as per the IMEC check list
- ii) Fulfillment of Payment Terms as agreed in the Contract.
- iii) Availability of necessary statutory requirements from authorities as per local law.
- iv) If the handing over of the site is delayed from customer side then the installation will be deferred so as to synchronize with the site completion. In view of this, customer will have to grant us the necessary extension in the completion period without imposition of any conditions.
- v) If during the inspection of site, IMEC observe that there is a delay in completion of the hoist way structure or availability of power supply, IMEC may at its discretion delay the final assembly of materials and in such an event, a revised completion date will be established depending upon IMEC present work load. In view of this, customer will have to grant IMEC the necessary extension in the completion period without imposition of any conditions.
- vi) The site should be ready in all aspects to commence installation immediately or maximum within a period of Fifteen (15) days upon receipt of materials at site. In the case of non-readiness of site to commence installation beyond Fifteen (15) days, there will be a corresponding price and time implication towards re-mobilization.

6. Handing over

Upon completion of installation, IMEC erection crew will test and adjust the lift(s) and shall notify two (2) weeks in advance for customer taking over the elevator(s). Customer usage of the elevator(s) will not be permitted until it is officially taken over by the customer.

IMEC do not take any responsibility for delayed handing over of the lift, if the terms of payment are not observed or if Customer obligations as specified are not fulfilled in time or if formalities are delayed due to non-payment of fees or if necessary technical details are missing etc., are not received by IMEC in time without prejudice to IMEC claims under this contract.

If there is any delay in completing the Government inspection formalities due to the reasons attributable to the customer, the elevator(s) will be handed over to the customer and the Free Maintenance Period is deemed to



have commenced from the date the elevator(s) are offered to customer for inspection, by IMEC.

8. Free Maintenance Period

IMEC free maintenance shall be for a period of 12 months, and will commence from the handing over date of each elevator or 18 months from the date of delivery of material at site whichever is earlier. The date of commencement of free maintenance will remain unchanged, irrespective of any delay in building completion, availability of permanent power supply, inspection taking over, or commencing use of the elevator.

Maintenance will consist of regular examinations and any necessary adjustment and lubrication of the equipment by the competent employees under IMEC direction and supervision. The required supplies and parts will be furnished except such parts as may be needed because of negligence, misuse or accidents not caused by IMEC. All work will be performed during IMEC regular working hours of IMEC regular working days except for emergency minor adjustment call back service, which will be provided during regular working hours and also during any overtime hours. No work or service other than the specifically mentioned is included or intended.

IMEC shall not be liable for any loss, damage, or delay due to any cause beyond our reasonable control including but not limited to acts of government, strikes, fire explosion, theft, floods, riots, civil commotion, war, malicious mischief or act of God. Under no circumstances shall IMEC be liable for consequential damages.

9. Warranty

The warranty for the equipment shall be for a period of 18 months from the date of receipt of material at site or 12 months from the, handing over date of each elevator, whichever comes earlier, and IMEC will rectify and make good any defects, not due to ordinary wear and tear, improper use, or lack of care, which may develop during this period.

This warranty (a) does not extend to consequential loss and/or damages and (b) is null and void in case of tampering and/or if maintenance, repairs and modifications are carried out by the unauthorized persons.

10. Payment and Free Maintenance for Multiple Units

Every elevator in a contract of multiple units will be considered as individual equipment. The commencement of free maintenance and final payment for each elevator will not be linked to any other elevator of the group or of the Contract. IMEC shall be entitled to payment and commence free maintenance period as and when each elevator is completed physically. IMEC shall have the right to suspend the installation activities for other units in the group, due to delay in the final payment of the earlier



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elevator. IMEC shall also have the right to change the dispatch and installation schedule of the full project if the payment is not received as per terms of the Contract. IMEC shall not be held responsible for any delay due to the above circumstances.

11. Insurance

IMEC shall take necessary Erection and All Risk Insurance coverage for supply and installation elevators at the Customer's site.

12. Reconditioning / Replacement of Materials

In case the materials / components at project site cannot be installed due to non-availability of proper hoistway, power supply issue, theft, pilferage & improper storage resulting in delays attributable to customer, IMEC seek redressal on the following as per the mutually agreed terms / conditions:

- i) Extension of time for Installation & Commissioning
- ii) Investigation on the condition of materials due to one or all the reasons mentioned above
- iii) Extra cost & revision in the contract value due to reconditioning / replacement of components, if it is due to fault of the client/customer.

13. Cancellation / Termination of Contract

In the event of cancellation or termination of the Contract, IMEC shall be entitled to claim as follows:

- i) 20% of the Contract Value if the cancellation is before approval of layout drawings
- ii) 70% of the Contract Value if the cancellation is within one month of releasing the elevator(s) for manufacturing.
- iii) 85% of the Contract Value if the cancellation is after one month of releasing the elevator(s) for manufacturing.
- iv) 100% of the Contract Value if the cancellation is after the installation has started.

If IMEC fails to deliver and install the lifts as per stipulated time, BPL reserves the right to cancel or terminate the contract and shall be entitled to recover all the payments made till date including all legal expenses incurred in collecting payments hereunder, only with respect to unfinished work and delay which is attributable to IMEC."

14. Default

IMEC shall retain the right to lien and the right to retake possession of the elevator or any part thereof at Customer cost if default is made by customer in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, extension of time for payment or any security which we might hold, or the sale, mortgage or lease of the premises. This will be without prejudice to our right to recover the unpaid amounts and interest by any means or process or proceedings



whatsoever. We shall be entitled to recover from Customer all legal expenses incurred in collecting payments hereunder.

15. Arbitration

All disputes, differences and claims whatsoever which shall at any time arise between the parties hereto or their respective representatives concerning this contract and all other documents in pursuance hereof as to the rights, duties, obligations or liabilities of the parties hereto respectively by virtue of this contract shall be.

- i) First referred to a Senior Personnel of both the parties. If after the meeting, the resolution is not achieved, then it shall be referred to arbitration in accordance with the provisions of the arbitration and conciliation act 1996 as amended from time to time. Such arbitration proceedings will take place in the place of execution of this Contract i and shall be subject to jurisdiction of the courts in Delhi (Courts situated in the place of execution) and language shall be English.

16. Force Majeure

Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to lack of shipping space, embargoes, acts of any Government, strikes, lockouts, fire, accidents, explosion, flood, riots, civil commotion, war, malicious mischief, delays in supplies of raw materials and components at our works due to any or all the reasons, such as energy crises, electricity cut, rail/road transporter's strike, go-slow, bandhs, non-availability of essential raw materials (iron and steel, pig iron, aluminium, copper, silver, brass, stainless steel, various alloys, electrical grade steel, etc.) act of God or the State's enemies, or act of third party. Delay resulting from any cause beyond either party's reasonable control shall affect the time for completion of the work and the commencement of the free maintenance period. If for any such reasons, IMEC cannot supply the equipment covered by this contract within 28 weeks from the date of Customer acceptance of this proposal, IMEC may at its option, cancel the contract without being liable to pay any damages or compensation. Under no circumstances, shall either party be liable for special, indirect or consequential loss or damages of any kind.

17. Alternation of Specification:

Any modifications or changes, addition or deletion to the approved specifications outlined in this proposal has to be mutually agreed by both the parties in writing. An amendment to Contract in this regard clearly indicating the revisions, contract price / delivery period and other terms and conditions shall be duly executed.

18. Right to Use

The Customer is not entitled to use the elevator under any of the following circumstances:



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- i) For any purpose whatsoever, prior to formal handover by IMEC to the Customer.
- ii) Without release of the full and final payment.
- iii) Building construction not completed. Any unauthorized use or attempt of unauthorized use shall render the warranty and free maintenance period null and void and all subsequent aspects thereof shall be solely at the Customer's own cost and risk.

19. Publicity

IMEC shall be entitled to use the project details including but not limited to Customer's name, logos and statement of works as a reference for its publicity / business purposes.

20. Confidentiality

Customer acknowledges that all project details including but not limited to technical, commercial and financial data disclosed to Customer by IMEC and/or its affiliates is the proprietary confidential information. Customer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties herein.

21. Successors and Assigns

The provisions of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. Assignment

Neither party shall, without the prior written consent of the other party, assign any of its rights or delegate any of its duties under this Contract to any third party.

23. Anti-Bribery and Anti-Corruption

Each Party represents and warrants that it has not and will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government of any department, agency, or instrumentality thereof, an officer or employee of a public international organization; any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public

international organization; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including but not limited to the Indian Prevention of Corruption Act, 1988.

Each Party hereby covenants and agrees that it and its employees and authorized agents, will comply with the obligations set out in this Section



and Indian Anti Bribery Law and any applicable anti-bribery legislation specified herein, and acknowledges that the other Party's entering into this Contract is conditioned upon such representation and warranty.

Any action by a Party or its agents determined in good faith by the other Party to be in contravention of this Section shall result in termination of this Contract and any other business relationship between the Parties.

24. Authorized Signatory

Authorized Signatory is the designated representative of the Customer's organization who is authorized to make commitments under this Contract. Execution of this Contract shall imply that the executant has the capacity and authority to enter into this Contract for and on behalf of his/ her organization.



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ANNEXURE IV
WORKS TO BE CARRIED OUT BY CUSTOMER / OTHERS

1. Hoistway shall be constructed as per approved shop drawing, duly plastered and whitewashed.
2. In case the hoistway is constructed with block work, RCC or steel structural beams are to be provided at each bracket span level for installation of guide rails, separator beams, sill angles, as per IMEC layout drawings.
3. RCC lintels shall be provided on each entrance wall for fixing the elevator entrance equipment.
4. To provide lockable type steel barricades for the elevator entrances during entire installation period. - **MITSUBISHI**
5. Necessary steel mesh / fire rated separations are to be provided where the elevator shafts are not separated / enclosed with continuous walls.
6. Pit depth and overhead height shall be constructed as per IMEC layout drawings.
7. To carry out Minor Builder Works (MBW) like grouting of entrance frames, Hall Buttons / indicators, machine beams, buffer channels, structural steel works, barricades. etc.,
8. Hoistway and Pit should be dry and free from water, debris and dust. Pit waterproofing is mandatory.
9. No projection or steel rods throughout the elevator hoistway (shaft) height, as well as the pit.
10. Hoistway lighting to be provided at every floor for Installation & rescue operation purpose.
11. Finished Floor level to be marked at every floor level in the entrance walls.
12. Adjustable steel scaffolding to be provided and installed as per IMEC design requirement and requisite dismantling of the same after completion of our works.- **MITSUBISHI**
13. Three (3) phase uninterrupted power supply to be provided at every alternate floor for elevator installation purpose.
14. Smoke vent hole to be provided as per approved layout drawing to meet



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14. Smoke vent hole to be provided as per approved layout drawing to meet fire department regulations.
15. Machine room to be constructed as per approved layout drawing, duly plastered & whitewashed.
16. Water tanks should not be constructed near machine room wall.
17. Trap door to be provided as per approved layout drawing, with locking facility.
18. Sufficient lighting is to be provided inside the machine room for installation & maintenance purpose.
19. To provide an access staircase with handrails.
20. Machine room door should be minimum 900 mm (W) X 2100 mm (H) or as per our layout drawings.
21. To provide circuit breakers, lightning arresters and suitable 2 nos. earthing leads to machine room, as per lift inspectorate / CEIG regulations.
22. Suitable air-conditioning system to be provided to maintain an ambient temperature below 40 deg Centigrade to maintain best performance of the elevator equipment.
23. To provide suitable voltage stabilizer to handle voltage fluctuation beyond +5% or -10% of the equipments rated voltage & voltage imbalance factor of 5%.
24. To provide all necessary cabling and raceways for intercom / Fire alarm / BMS / CCTV beyond, the elevator shaft(s) to the security / BMS / Maintenance room (if required).
25. To supply and install fire alarm sensing contacts and it related wiring in machine rooms, if required.
26. To provide hoisting beams / hooks in the machine room ceiling and supply and install ladder access in pit and machine room.
27. To furnish in the machine room, proper power supply during the installation of elevators with an electric power of 415V, 50Hz, 3 Phase and 240 V, 50 Hz 1 phase with necessary accessories and terminating in suitable main switches for power and lighting circuits with MCB's, suitable earthing leads and other protective devices necessary to meet legal code requirements.



28. Upon clearance / receipt of materials at site through the customer authorized representative, we recommend a suitable safe lockable storeroom arrangement at project site to safeguard elevator materials till contract completion period at Ground floor near the elevator shaft, with safe access.
29. Access and usage of tower crane at site should be allowed free of cost for hoisting elevator equipment to machine room.
30. Multiple shifting of elevator materials from the main stores, if required, shall be carried out by customer / others.



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APPENDIX V

LABOUR LAW & COMPLIANCES

Engagement of Labour:

- i) The Contractor shall make his own arrangements for the engagement of labour, local or otherwise, and for their transport, housing and payment. All personnel engaged by the Contractor on the Works shall remain the sole responsibility of the Contractor and no claim shall lie against the Owner by them or Contractor or the Sub-Contractor or any person claiming on their behalf against the Owner in respect of any right or benefit due to the personnel in their employment.
- ii) The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and registration under Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 before the commencement of the work and continue to have a valid license and registration until the completion of work or expiry of maintenance period, if applicable. The submission of Form V by the Owner shall not absolve the Contractor in any manner whatsoever of its liabilities and responsibility regarding Contract Labour Regulation and Abolition Act and the rules and regulations thereunder.
- iii) The Contractor shall pay the personnel employed by him directly or through Sub-Contractors, wages not less than the minimum wages notified under the Minimum Wages Act.
- iv) The Contractor shall in respect of personnel employed by him either directly or through Sub-Contractor comply or cause to be complied with the provisions of all prevailing labour laws such as but not limited to the Payment of Wages Act, 1936; Minimum Wages Act, 1948; Owners Liability Act, 1938; Employees' Compensation Act, 1923; Maternity Benefit Act, 1961; Contract Labour (Regulation and Abolition) Act, 1970; Employees Provident Fund Act, 1952; Child Labour (Prohibition and Regulation) Act, 1986; Employees' State Insurance Act, 1948; Payment of Bonus Act, 1952; Payment of Gratuity Act, 1972; Employees' Compensation Act, 1923; Inter-State Migrant Workman (RECS), 1979; The Employees Deposit Linked Insurance Scheme, 1976; The Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and any other Act, rules or regulations for labour as may be enacted by the Government or any modification thereof or any other law relating thereto and rules made there under from time to time.
- v) The Owner shall, on a report from Inspecting Officer, defined under Contract Labour (Regulation and Abolition) Act, 1970, have the power to deduct from the monies due to the Contractor any sum notified under the provisions of the relevant Act.



to deduct from the monies due to the Contractor any sum notified under the provisions of the relevant Act.

vi) The Contractor shall indemnify the Owner against all or any payments to be made under and for observance of any Act, rules and regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractors. The Contractor shall submit to the Owner an Indemnity Bond as per format at Appendix "G" of the General Conditions of Contract in this regard.

vii) The Contractor shall not give, barter or otherwise dispose off to any persons any arms or ammunition of any kind, or permit such actions at Site by his agents, personnel or Sub-Contractors or personnel of the Sub-Contractors.

viii) In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carryout such instructions, orders and requirements of Medical or Sanitary Authorities or other governmental instrumentalities for the purpose of dealing with and overcoming the same. The Contractor shall also, at his expense, conform to all anti-malarial instruction given to him by the Engineer or by any local authority including filling up of borrow pits.

ix) That the Contractor shall be liable to comply with all the statutory enactments which shall be applicable to it as a result of this Contract undertaken by it. The Contractor in compliance with the provisions of law undertakes to submit all the statutory returns wherever required. In case of breach of any statutory enactment or rules framed there under the Contractor alone shall be liable for the consequences while no proceeding or penal action for such breach shall be maintainable against the Owner, its Directors, its personnel, Agents, Representatives and all those connected with the Owner. The Contractor shall accordingly submit on a monthly basis a "Certificate of Compliance" as given in Appendix "F".

x) That the Contractor undertakes to pay wages to its workers/personnel not less than the minimum wages as prescribed by the Government and revised from time to time. The Contractor shall also ensure full compliance with regard to the provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Scheme framed there under and shall deposit the requisite contributions (both employer's and employee's share) with the concerned Authorities within the stipulated dates as laid down under law and also submit the Statutory Returns as required. If the Contractor is already a covered unit under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 it would cover the personnel under the Code Number already allotted by the concerned RPFC and in case no such Code Number has been allotted, the Contractor shall ensure that he obtains the coverage before the commencement of the Project and the Provident Fund contributions in respect of the personnel engaged in or in connection with the Works



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are enrolled as member of the Fund including those employed through a Sub-Contractor.

xi) In the event of the applicability of the Employees' State Insurance Act, 1948 (ESI Act), the Contractor shall comply with the provisions of the said Act and deposit ESI Contributions. If for any reason, the Owner is required to pay any ESI contribution in respect of the personnel engaged by the Contractor/Sub-Contractor, by operation of the law or otherwise, the same shall be immediately reimbursed by the Contractor to the Owner, failing which the amount so paid shall be recovered from the bills payable to the Contractor.

xii) That the Contractor shall obtain an insurance policy against the accident(s) or loss of life in respect of all the personnel including those engaged through a Sub-Contractor providing adequate coverage against any disability or infirmity or death which may be caused to the personnel as a result of the accidents on the site.

xiii) That the Contractor having been covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 shall obtain the requisite Licences from the concerned Authorities clearly setting out the number of persons to be engaged by it for the construction of the Works assigned under this Agreement. The Contractor shall maintain the requisites registration of Muster Roll and issue wages slips to each of its personnel including those engaged through a Sub-Contractor.

xiv) In case of an accident whether resulting in any injury or disability or death of the personnel including those engaged through a Sub-Contractor, the Contractor shall be liable to pay to such personnel compensation in accordance with the provisions of Employees' Compensation Act, 1923. Such compensation shall be paid to the concerned personnel or the legal heirs within one month of the date of the accident.

xv) In the event the Contractor fails to pay the requisite compensation to its personnel including the one engaged through a Sub-Contractor, the Owner shall be entitled to pay to such personnel of the Contractor the requisite compensation and the payment so made shall be adjusted against the bills payable to the Contractor by the Owner.

xvi) It is clearly understood and agreed to by the Contractor that it is the statutory obligation on the part of the Contractor as a Principal Employer to faithfully comply with the provisions of all the statutory enactments that are applicable to it including the Employees Provident Fund and Miscellaneous Provisions Act and the scheme framed there-under. The Contractor shall with effect from the date of the appointment of each personnel including those engaged through a Sub-Contractor shall be covered by the provisions of the EPF and MP Act and their PF contribution both employer and employee, shall be deposited with the Regional Provident Fund Commissioner. In the event if it is found either by the Office of the RPFC or otherwise that the



Provident Fund contributions are not being paid or deposited in respect of all the personnel including those engaged through a Sub-Contractor and a liability on this account is created and is required to be paid to the RPFC by the Owner, such amount shall be recovered from the bills that would be payable to the Contractor by the Owner and the Contractor shall not be entitled to raise any dispute in this regard.

xvii) The Contractor alone shall be the employer in relation to the personnel employed by it including those through the Sub-Contractor for fulfillment of its obligations under this Agreement. It is therefore, the Contractor who alone shall be responsible and liable to pay wages to its personnel including those engaged through a Sub-Contractor and as such, the Owner shall in no case be liable for any such claim or claims. Neither the Contractor nor the personnel engaged by it including those engaged through a Sub-Contractor shall be entitled to raise any dispute, demand or claim in this regard against the Owner. All claims in this regard would only be directed against the Contractor and the Contractor alone shall be liable to pay the same.

xviii) That the Contractor shall strictly adhere to his Safety Plan/ Owner's Safety Manual and shall ensure that all safety provisions as provided therein are strictly adhered to and implemented; provided that nothing contained in the Contract shall in any manner whatsoever limit or absolve the Contractor of its obligations to ensure that all applicable safety and health related laws and regulations are complied with. The safety precautions and requirements expressly stipulated in the Contract shall not in any manner preclude the Contractor or relieve the Contractor of its responsibility for taking all additional safety measures as may be warranted for the particular type of work or situations. The Contractor shall ensure the safety of the persons working at the site as well as the property of the Owner. The Contractor shall ensure that all personnel including those engaged through a Sub-Contractor also adhere to the safety norms and use helmets, safety belts, safety boots, safety gloves, goggles etc. while performing their work. It shall be the responsibility of the Contractor and he shall ensure that all safety equipments are also available at the site of the construction and no personnel shall be permitted to work on the site without using of the requisite protective covers forming part of his Safety Plan/Owner's Safety Manual.

xix) In the event of any accident of any nature whatsoever at the Site or otherwise related to the Works awarded to the Contractor including Temporary Works, then the Contractor alone shall be liable for all the consequences arising out of such accident(s) and provide explanation to the Police/ Authorities, if required. Since the Owner is not



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involved in the construction of the Works, it shall not be responsible in any manner whatsoever in respect of such accident(s) and any legal proceedings, if instituted, would lie against the Contractor only and not against the Owner. The Contractor shall be solely responsible for any loss or damage to property or injury to any person (including but not limited to any injury to or death of any personnel engaged by the Contractor, any Subcontractor, the Owner, the Owner's Representative, the Engineer, the Architect or any other contractor or consultant engaged by or behalf of the Owner in relation to the Works or injury to or death of any member of the public) and the Contractor hereby expressly absolves the Owner from any such liabilities.

xx) It is clearly understood and agreed to by the Contractor that if by virtue of the Works undertaken by him and personnel deployed by the Contractor at the said project, the Owner is saddled with any liability, financial or otherwise under any statutory enactment or otherwise, the amounts which may be payable shall be recovered from the Contractor upon any such liability coming to the notice of the Owner.

xxi) That the Contractor shall be fully responsible in respect of all matters including the payment of wages etc. in respect of the Sub-Contractor and the personnel engaged through them. For the purposes of this Agreement, the Contractor shall be the deemed employer in respect of the personnel employed by or through Sub-Contractors and as such it shall be the exclusive responsibility of the Contractor to ensure that all statutory provisions of law which are applicable to the direct workers/ employees/ personnel of the Contractor are duly applied to the employees/personnel employed by or through Sub-Contractors, and they shall not be discriminated in any manner whatsoever, and the Contractor shall not be entitled to absolve his responsibility and/or liability on the plea that they are not his direct employees/personnel.

xxii) The Contractor shall at all times take all reasonable precautions to prevent any un-lawful riotous or disorderly conduct by or amongst his personnel and for the preservation of peace and protection of person(s) and property in the Works, neighbourhood of the Works, against the same. The Contractor shall in all dealings with the personnel in his employment have due regard to all recognised festivals, days of rest, religious or other customs.

xxiii) That the Contractor shall ensure that no personnel stays in the Site premises. The Contractor will therefore ensure that the personnel on the close of their shift timings or duties leave the Site. Any personnel if found staying at the Site after his duty hours would be treated as an unauthorized person and shall not have the approval of the Owner nor the Owner shall be liable for any claim(s), if on



account of the unauthorized conduct of such personnel, any injury is caused to him.

xxiv) That the Contractor shall provide the welfare facilities at the Site such as drinking water, washing facilities, rest room, canteen, toilets and urinals etc. and shall also ensure that the First-Aid equipment is always available in adequate quantity at the Site.

xxv) The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986 and no child shall be employed at Construction site in any capacity and no women shall be deployed at work during night after 7 pm.

xxvi) The Contractor on the Completion/ Foreclosure/ determination of this Agreement shall forthwith settle all the accounts and/or claims of all the personnel including those engaged by or through Sub-Contractors and shall produce the relevant record showing such payments having been made to the personnel and shall also make affidavit certifying that the legal dues of all the personnel including those engaged through Sub-Contractors have been settled. It is only on the receipt of such an affidavit and upon satisfying after checking, the relevant records that such payments have been made, that the bills of the Contractor shall be passed for payment. In case the Contractor fails to furnish the requisite record or give an affidavit in the manner mentioned above, the Owner shall be within its competence to with-hold the payment of the pending bill of the Contractor.

xxvii) The Contractor alone shall be responsible for observance of the foregoing provisions by his Sub-Contractors.

xxviii) The Owner shall be entitled to carry out audits either through his representatives or through a third party to ensure that the Contractor has complied with all the provisions of labour and other laws as may be applicable to him from time to time. The Contractor shall resolve all audit observations as intimated to him expeditiously.

Returns of Labour:

The Contractor shall furnish to the Engineer, a return every fortnight, in such detail and form as the Engineer may prescribe, showing the supervisory staff and number of several classes of personnel from time to time employed by the Contractor and Sub-Contractors on the Site, indicating their working hours and wages paid to them (statutory compliances) and any other information as directed by the Engineer.

No Liability towards Staff Employed:

The Contractor shall employ person/s to carry out the work as defined under scope of work & BOQ. Person/ Persons engaged by you to carry out



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the aforesaid activities shall work under your direct control and supervision. Nothing herein shall be construed as establishing any relationship of employer and employee between us and the person/s engaged by you to carry out work awarded to you. You shall be liable for payment of all remuneration statutory dues in respect of persons engaged by you.

You shall also comply with all laws, bye-laws, rules and regulations as are or shall be applicable on you /your establishment. You shall keep us harmless and indemnified against any claim or demand, litigation, loss or expenses that may be suffered or incurred by us on account of any claim or demand raised by the person/s appointed by you including claim for wages/compensation and/or other dues whether statutory or not on any account whatsoever and/or on account of any violation of law/s, rules, regulations etc. committed by you/persons employed by you.



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ANNEXURE VI BILL OF QUANTITY

The brief specifications and price for the elevator(s) shall be as highlighted below:

Nexiez - LITE					
S n o	Elevator Nos.	Brief Specifications	Units	Per Unit Price (INR)	Total Price (INR)
1	Tower 1AB (5)	884 kgs / 13 Pass , 14 stops, 1.75 MPS speed - NEXIEZ LITE	01	24,00,000/-	24,00,000/-
2	Tower 1CD (6)	884 kgs / 13 Pass , 14 stops, 1.75 MPS speed - NEXIEZ LITE	01	24,00,000/-	24,00,000/-
3	Tower 9 (14)	884 kgs / 13 Pass , 14 stops, 1.75 MPS speed - NEXIEZ LITE	01	24,00,000/-	24,00,000/-
4	Tower 10 (23)	884 kgs / 13 Pass , 14 stops, 1.75 MPS speed - NEXIEZ LITE	01	24,00,000/-	24,00,000/-
5	Tower 11AB (33)	884 kgs / 13 Pass , 14 stops, 1.75 MPS speed - NEXIEZ LITE	01	24,00,000/-	24,00,000/-
6	Tower 11C (36)	544 kgs / 08 Pass , 14 stops, 1.00 MPS speed - NEXIEZ LITE	01	22,00,000/-	22,00,000/-
		<u>Inclusive GST @ 18 %</u>			
				Total	1,42,00,000/-

AMC CHARGES

Description - Item	Qty	INR				
Projected charges for comprehensive Annual Maintenance Contact (AMC) fixed for 4 years after expiry of the defects liability and free maintenance period of 12 Months.	06	2nd Year	3rd Year	4th Year	5th Year	Total AMC
Lift	06	6,49,650	6,82,133	7,16,239	7,52,051	28,00,073

Note - The above charges are Exclusive of the taxes. The taxes shall be extra as applicable. The AMC does not include the consumable items such as fan, lights, batteries etc also the AMC does not include any physical damage or Theft.



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Terms of Payment:

- a. 15% of the Contract Value shall be payable as advance upon signing the Contract.
- b. 15% of the Contract Value shall be payable against drawings approval.
- c. 30% of the Contract Value shall be payable through RTGS before commencement of manufacturing [on pro-rata basis].
- d. 30% of the Contract Value shall be payable before dispatch of material [on pro-rata basis].
- e. 10% of the Contract Value shall be payable after completion of testing and commissioning and before handing over.
- f. Payment shall be made within Fifteen (15) working days from the date of submission of invoice or as per mutual discussion.
- g. Additional charge of 1,000/- per day per elevator towards Demurrage & warehouse expenses from the date of ready to dispatch, under following condition:
 - i) Request from customer to delay the delivery of materials at site after start of manufacturing.
 - ii) Delay in payment by the Customer against "ready for dispatch advise" as per contract (as applicable).

The completion date shall be revised accordingly and a new completion date shall be mutually agreed upon.

