



MODI PROPERTIES & INVESTMENTS PVT LTD,
2ND FLOOR, MG ROAD, SECUNDERABAD,

Elevator Technology
Our reference: 167934-2
VersionNo.167934-3
Date : 2024-01-12
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Subject: Our Offer for Assembly and Installation at site of 1 Elevator(s) at Modi Realty
Pocharam LLP (NGH A BLOCK),Hyderabad

Dear Sir/ Madam

We acknowledge with thanks the receipt of your tender / enquiry . In line with your tender / enquiry, we are pleased to submit our offer as per enclosed terms.

This offer is based on information provided in the tender/enquiry, and any revisions required in the same will be subject to price review and revision. Our offer, unless withdrawn earlier, is valid for your acceptance for a period of 30 days from the date of its submission.

We trust you will find our offer in line with your requirements. In case any further information or clarification is required, we shall be pleased to furnish the same.

We look forward to receiving your valued order, which we assure you, will receive best of our attention and services at all times.

Thanking you,

for TK Elevator India Private Limited

"Formerly known as thyssenkrupp Elevator (India) Private Limited"

Beemagoni Anudeep.Kumar

Assistant Manager- NI Sales
8019648522

Communication Address:
TK ELEVATOR INDIA PVT LTD 2ND FLOOR CHANDRAGIRI PLOT NO 9 MAIN ROAD

Hyderabad,

beemagoni.kumar@tkelevator.com

Enclosures (Annexure1 to 4)

Annexure 1

Technical Specifications-1

Quantity	1 (One) unit(s)
Model	meta100 MRL
Assembled Product	Passenger Elevator
Capacity	15 persons, 1020 kg
Speed	1.00 m/s
Stops & Openings	12 Stops, 12 Openings
Floor designations	B2, B1, G, 1,2,3,4,5,6,7,8,9
Machine type & Location	meta100 MRL - Gearless machine located in the shaft on top of the guiderails
Control	Simplex Collective Selective Control
Drive	ACVVVF
Power supply	415 volts, 3 phase, 50Hz, AC
Hoist way dimensions	2650mm wide x 1850mm deep
Car travel	39000mm
Overhead	4500mm
Pit depth	1530mm
Car dimensions	1600 mm wide x 1500mm deep x 2200mm high
Door opening	900mm wide x 2000mm high
Car door	2 panel automatic centre opening door with ACVF drive in Powder coated Daffodil Ivory finish
Landing door (Group1)	2 panel automatic centre opening door in Powder coated Daffodil Ivory finish on 12 floors
Car design	Creamy Flair
Car suspended ceiling	Powder coated Daffodil Ivory finish with Round LED for car lighting
Car flooring	20mm recess provided for granite/marble flooring (by customer)
Handrail	Round handrail in Stainless Steel finish provided on rear wall of car
Landing operating panel	Individual landing operating panel for each elevator

Customer Initials

Annexure 1

Technical Specifications-1

Features included:

1. ACVVVF closed loop drive
2. Alarm button in car operating panel with battery back-up
3. Automatic operation for car fan
4. Adjustable door open time
5. Anti-nuisance (empty car)
6. Anti-nuisance (car call cancellation at direction reversal)
7. Blower fan in car for ventilation
8. Braille on push buttons
9. Car call cancellation by double pressing floor button in car operation panel
10. Door open and door close buttons in car operating panel
11. Door closing retries
12. Door nudging
13. Emergency light
14. Full load by-pass
15. Home landing
16. Infra-red screen for car door
17. Intercom
18. Jammed landing operating panel call button by-pass
19. Motor overheat protection
20. Overload function with audio-visual indication in car operating panel
21. Phase failure and phase reversal protection
22. Automatic rescue device in case of power failure
23. Attendant control
24. Car arrival chime on car top
25. Red dot matrix scrolling display in car operating panel



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- 26. Red dot matrix scrolling display in landing operating panel on All Floors
- 27. Fireman control
- 28. Fireman emergency return
- 29. Interface to Building Monitoring System not included"
- 30. Provision of additional cores in travelling cable for CCTV camera signals/music system wiring
- 31. Voice announcement unit in English language in car
- 32. RCC Socle for car and counter weight buffers

Customer Initials

Annexure 2

Scope of Work: Responsibility Matrix

Description	Company	Client	Not Applicable	Pre-Requisite for Installation Work
1. Supply of materials/components/parts of elevators/escalators of Product containing features as listed under Technical Specifications - Annexure 1	✓			✓
2. Installation, testing and commissioning of elevators/escalators at site as listed under Technical Specifications- Annexure 1	✓			✓
3a. Material transportation, marine/inland Insurance	✓			✓
3b. Unloading of material at site	✓			✓
4a. Obtaining applicable statutory permits and approvals (documents for PWD Approval/ Erection Permission, as applicable) before start of Works Permission, as applicable) before start of Works		✓		✓
4b. Obtaining Lift License (including all associated fees and expenses).			✓	
5a. Site security (including security of partial, ongoing and Completed Work)		✓		
5b. Store security (including on-site/off-site stores and stored Materials/Products within or outside storage area)		✓		
6. Provision and availability of safe, dry, weather-proof, lockable store (with sufficient lighting and two numbers three pin plug points) consisting of minimum 50 sqm area per elevator near the elevator shaft on ground or basement floor, for entire installation period.		✓		✓
7. Shifting of Materials/Products within the site (including shifting from existing store to another store or location on client's request) except for the purpose of Installation of Products.		✓		

Customer Initials

Annexure 2

Scope of Work: Responsibility Matrix

Description	Company	Client	Not Applicable	Pre-Requisite for Installation Work
8. Provision of elevator shaft & pit/ escalator pit duly plastered, white washed, waterproofed, clean/ clear elevator pit/escalator pit, with shaft/pit dimensions as per approved General Arrangement Drawings ("GAD") and within tolerance level and complete in all aspects without any further need of modification/rectification of shaft, pit, overhead, and entrance wall etc.		✓		✓
9. Provision of electrical power supply, including 230 V Single phase, 5A socket and 415 V three phase 50 HZ AC with earth leakage circuit breaker (ELCB) of required capacity as per GAD within 5 meters of each elevator/ escalator controller for installation, testing and commissioning, Effective double earthing from a separate (independent from other power equipment) earth pit exclusively for elevator(s)/escalator(s) Lightning arrestor and other electrical protective devices necessary to meet local regulatory/statutory requirement. Shaft lighting should be independent of main switch provided for control board.		✓		✓
10. Supply and erection of suitable scaffolding (as per approved GAD) inside elevator shaft/escalator pit for entire installation period and dismantling/removal of the same after completion of Works. Note: If in company's' scope, scaffolding shall be used for elevator installation works only and not for shaft preparation works etc. Also, the company may use scaffold-less method for installation works, at its own discretion.		✓		✓

Customer Initials

Annexure 2

Scope of Work: Responsibility Matrix

Description	Company	Client	Not Applicable	Pre-Requisite for Installation Work
11. Provision of minor builders' works (details as per GAD)		✓		✓
12. Provision of dry and clean machine room with provision of cross ventilation (through exhaust fan), sufficient machine room lighting, lockable door (2m x 1m, outside opening type), with provision of rain protection guard on doors and windows, direct approach from terrace to machine room by a stairs or through rigid ladder with handrails and fall protection rails, trap door cover, fire extinguisher, smoke vent of suitable size in shaft covered with wire mesh.		✓		✓
13. Provision and fixing of support structures, hoisting beam/ hook fixed in the roof slab of the machine room, as required.		✓		✓
14a. Provision and fixing of separator channels for common shaft, if required.		✓		✓
14b. Provision and fixing of screen between two adjacent shafts and or glass for glass shafts, if required.		✓		✓
15. Provision and maintenance of adequate light points/ lighting and lux level inside elevator shaft (including at each landing, machine room and the elevator pit)/ escalator pit.		✓		✓
16. Provision and availability of Flooring inside elevator car/cabin.				
17. Supply of shaft reduction channels.		✓		✓
18. Installation of shaft reduction channels.		✓		✓

Customer Initials

Annexure 3: Price, Payment and Time Schedule

Price Schedule (₹)

S. No	Product Description (Pax/Speed m/s)	No. of Units	Supply Price/Unit	Taxes & Duties/Unit	Total Price /Unit	Total Price
1	15 pax, 1.00 mps	1	1,440,667	259,332	1,700,000	1,700,000
Sub Total		1				
1,700,000						1,700,000
Total Contract Value (In words) Seventeen Lakhs rupee only						

Taxes and Duties

Description	GST Rate (%)
Supply	
CGST S	9%
S /UT GST	9%

Payment Schedule

Description	Rate	Remark
Payment Against Order Signing	10%	
Production Start Notice	80%	
Intimations of Handover	10%	
Total	100%	

Time Schedule

S. No.	Key Milestones	Duration
1	GAD Submission	Within 2 weeks from receipt of signed contract order and advance payment
2	GAD Approval	Within 1 weeks of GAD Submission along with required permission papers
3	Material Shipment	Within 8 weeks of GAD Approval and relevant payments linked to materials
4	Completion of Mechanical Installation	Within 12 weeks of shaft handing over (as per annexure 2) and balance material payments
5	Intimation of Handover	Within 2 weeks of completion of mechanical Installation subject to availability of power supply, required civil work done and payments released, if any

Schedule of Delivery & Completion Date

S. No.	Product Description (Pax/Speed m/s)	Delivery Date	Completion Date
1	15 pax, 1.00 mps	05/06/24	31/08/24

Customer Initials



Notes:

1. Duties and Taxes have been considered at the GST rates notified by the GST authorities as on the date of this Offer. If there is any amendment or variation in the rates or methodology for charging indirect taxes on sale/supply of goods and / or services/ Work Contract, and / or should any new levies be imposed in respect of the activities or events under this Offer then the same shall be payable by the Client, as applicable and in addition to the Contract Value as stated herein.
2. The Proforma Invoice will be issued as per payment terms mentioned above to claim the payment. Advance Receipt Voucher and/or Tax Invoice for Works carried out / Supply of materials and Installation works will be issued at completion of each milestone.
3. The Client shall provide e-Way Bill or Road Permit or any other declaration form applicable in the State to procure material.
4. All Payments shall be released on prorata per unit basis against progressive completion of respective milestones.
5. The commensurate input cost reduction in the price of goods and or services due to reduction in rate of tax on supply of goods and or services and or the benefit of input tax credit has been considered in the above quoted price.

Customer Signature: _____

Date: _____

Customer Initials

Annexure 4: Terms and Conditions

1.0 Definitions and Interpretations:

All the terms of this Offer are subject to acceptance by the Client and upon confirmation and acceptance by Client, the Offer (including all Annexures stipulated herein) shall form binding Contract between the Parties. Upon such confirmation and acceptance by Client by way of signing of Form of Contract (as annexed to this Offer), the term "Offer" in this Offer document shall deemed to be mutatis-mutandis substituted with the term "Contract" and the Offer document shall be construed accordingly and will be binding on the Parties, the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires;

1.1 Client:

Client shall mean a person, association or a legal entity (including its successor-in-interest or legal assigns) to whom the Company ('Company' hereinafter defined) has submitted this Offer for the Project and will execute the Form of Contract upon acceptance of the Offer.

1.2 Contract:

Contract shall mean acceptance of this Offer by way of signing the Form of Contract (annexed to this Offer) by both Parties, forming legally binding contract between the Parties. Any change or amendment in the present Offer (in printed format only) needs to be expressly approved and accepted in writing by the Parties.

1.3 Commencement Date:

Commencement Date shall mean the date as notified and confirmed in the Offer (i.e. date of signing of Form of Contract by the Parties) or Confirmation Order (if applicable), whichever is later, as the date for commencement of Works.

1.4 Company:

Company shall mean TK Elevator India Private Limited, a Company incorporated under the laws of India and having its registered office at Plot No. 429, Functional Industrial Estate, Patparganj, Delhi 110092.

1.5 Delivery Period and Installation Period:

Delivery Period and Installation Period shall mean the periods referred under Clause 14.1 and 14.3 of Annexure 4 of this Offer respectively and more specifically as periods described under Annexure 3 of this Offer.

1.6 Installation:

Installation shall mean installation, testing and commissioning of the materials covered under this Offer at the Project Site.

1.7 Offer:

Offer shall mean this entire document, together with its Annexures, in its entirety and without any alteration unless the same has been expressly confirmed by the Company in writing.

1.8 Other Contractors:

Other Contractors shall mean the persons, firms, companies or agencies that have entered into a direct or indirect contract with the Client in respect of any part of other work/work packages at Project Site or for any other package of this Project, and shall include their legal representatives, successors and permitted assigns. The Client shall have full responsibility for the actions and work of any Other Contractors contracted by the Client to perform portions of other works or any other part of the Project.

1.9 Party or Parties:

Party shall mean either the Client or the Company, and Parties shall mean the Client and the Company collectively.

1.10 Product or Products:

Product or Products shall mean the assembled and installed elevator / escalator at site as set out in this Offer and its Annexures.

1.11 Project:

Project shall mean all packages at Project Site, taken together including the Works as defined in this Offer and other work packages including but not limited to design, engineering, procurement, supply, installation, erection, construction, testing, completion and commissioning of such respective Works.

1.12 Project Site:

The Project Site shall mean the location/address of the Project as defined in the Offer Letter and or the Confirmation Order (if applicable) or as may be communicated by the Client at the time of Commencement Date.

1.13 Supply:

Supply shall mean completion of Works including manufacturing/procurement, transportation at site of the material required for assembly of Products covered under this Offer along with installation, testing, commissioning and delivery by the Company to the Client at the Project Site.

1.14 Scope of Work:

Scope of Work shall mean and include the works illustrated in Annexure 1 and 2 of the Offer and such other additional work as may be mutually agreed between the Parties in writing from time to time.

1.15 Terms and Conditions:

The Terms and Conditions shall mean, collectively, the terms and conditions as mentioned in this Offer and its Annexures, together with any amendment as may be mutually agreed between the Parties in writing.

1.16 Total Contract Value:

Total Contract Value shall mean the Total Contract Value as mentioned in Annexure 3 of this Offer (inclusive of all applicable taxes as may be applicable from time to time).

1.17 Works:

Works shall mean, individually as well as collectively, supply of all parts of elevator/ escalator materials/components and installation works including any services, whether completed or in progress, as referred to in the Scope of Work and or Confirmation Order (if applicable), required to be provided and performed by the Company/Client for execution of the Project at the Project Site.

2.0 Purchase Order and / or Work Order, and Confirmation Order:

Upon acceptance of this Offer and execution of Form of Contract, if the Client issues a Purchase Order and / or a Work Order against this Offer for Supply and Installation of Products, then subject to compliance with Terms and Conditions, the Company may accept such Purchase Order and / or Work Order by issuing Confirmation Order within one week in writing to the Client. Any such Purchase Order and or Work Order shall only become binding upon the Company after issuance of the Confirmation Order. It is expressly understood by both Parties that the Terms and Conditions from this Offer shall be applicable and deemed to be part and parcel of such Purchase Order and / or Work Order issued by Client. Further, the present Terms and Conditions shall supersede any adverse / contrary terms mentioned by Client in its Purchase Order and/or Work Order.

3.0 Scope of Work:

Unless otherwise agreed in writing, the Terms and Conditions of this Offer shall apply, at any and all times, to the Project and the general character and extent of the Scope of Work shall be as illustrated and defined under Annexure 1 and 2 of this Offer and in the Confirmation Order (if applicable).

4.0 Delivery, Risk and Title:

Unless otherwise agreed in writing, all deliveries shall be made at Project Site on CIF destination basis. The Client shall be liable to make payment as set out in Clause 12.1 of this Annexure 4, Annexure 3 and accept the delivery. The Company may, at its sole discretion, make partial deliveries and may invoice the same accordingly. In case of non-availability of lockable and safe storage space at site, detention charges at the rate of INR 5,000 per day per

truck/lorry shall be applicable from the date of arrival of material at the Project Site and until actual date of material unloading after availability of storage space. Subject to Clause 11, the risk related to the safety and security of materials shall stand transferred to the Client upon material receipt at the Project Site.

5.0 Security:

The Client shall, at its own cost, shall provide adequate security to guard the Project Site at all times, including stores, materials at site, Products, work places, installed and uninstalled material and Products/Works. To procure and maintain necessary insurances shall be the responsibility of the Client at all times. The Company shall not be responsible for any loss due to theft, fire, flood, accident or any other reasons whatsoever, and if any loss is suffered by the Company due to any theft, fire, flood, accident or other reasons whatsoever, the Client shall indemnify and hold harmless the Company for such losses.

6.0 Water and Electricity:

Water and Electricity shall be made available by the Client at one point per floor on the Project Site on 'free of cost' basis. Further distribution from such points onwards shall be arranged by the Company.

7.0 Lighting and Ventilation:

The Client shall, at its own cost, make necessary arrangements in respect of the provision of adequate lighting and ventilation (natural as well as artificial) at all work places to enable carrying out the Works in a proper, safe and satisfactory manner by the workmen. The Client shall also provide general lighting in common areas such as entrances, staircases etc. with minimum lux level requirements besides illuminating the work places generally.

8.0 Co-ordination of Work:

The Client shall co-ordinate with Other Contractors and persons engaged on separate contracts in connection with the Project for the purpose of co-ordination and execution of various phases/parts of the Project. The Client shall determine and ascertain from the vendors, Other Contractors and persons engaged on separate contracts, in connection with the Project, the extent of all chasings, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate various services. Client shall organize coordination meetings with all Project parties and circulate minutes of actions proposed/agreed.

9.0 Storage of Materials at Site:

The Client shall, at its own cost, provide dry, safe, lockable, weatherproof and adequate covered storage area (minimum 50 sq. mtrs per unit basis) at a mutually agreeable space within the Project Site, duly lit and with provision of 5 pin sockets. Any shifting of material required within the Project Site will be done at the Client's risk and paid for by the Client (except for the purpose of Installation of Products). Should any of the material deteriorate or be contaminated or damaged due to any reason whatsoever (except for improper stacking or improper handling by Company's representatives) then such material will not be incorporated in the Works and shall be replaced, at the cost and expense of the Client.

10.0 Testing:

All tests for Products that shall be necessary in connection with the execution of the Works as called for in this Offer, shall be carried out by the Company at the Project Site. Any additional or special tests including third party testing required by the Client shall be paid for additionally by the Client to the Company inclusive of all costs arising out of such additional testing.

11.0 Ownership of material:

After delivery of materials, the Client shall bear the risk of any loss and/or damage to the materials, supplies and components due to unsuitable storage space at the Project Site or due to theft or fire or water ingress etc. at the Project Site. The Company shall takeover custody and control of the materials to be used in the relevant Works until: (i) Completion of Works on pro rata per unit basis, or (ii) termination of the Contract, whichever occurs earlier. Such handover of custody and control of materials shall in no way mean that the ownership of the materials have been transferred to the Company. Notwithstanding custody and control as provided hereinabove, the Client shall bear the risk of any loss and damage to the materials, supplies and components of the Works not incorporated into the Project/Works due to unsuitable storage space provided or due to theft or fire or water ingress etc. at the Project Site.

12.0 Payments

12.1 Invoice:

The Company shall raise Advance voucher/ Proforma Invoices (as applicable) to claim amounts payable under the Contract including milestone payments as per Annexure 3. The Client shall make payment against such respective invoices in full and within 15 days of submission/ presentation of each individual invoice. The Company shall prepare and submit the Receipt Voucher/ Invoice for Supply and Installation Works as required under applicable law/regulations. Each Invoice shall be deemed to be duly received, accepted and acknowledged by the Client if any discrepancy therein is not communicated to Company within 2 (two) working days of receipt of such invoice by the Client.. Company shall issue Debit/Credit note to the client once the discrepancy is verified.

12.2 Client's Failure to make Payment:

If the Client fails to pay amounts which have become payable as per agreed Terms and Conditions, then;

- a) The Company shall have right to suspend all its contractual activities and/or to refuse any further services or perform any further obligations.
- b) The Company shall be entitled to terminate the Contract in accordance with Clause 22 of Annexure 4
- c) Notwithstanding anything contained herein, the Company may prohibit any trade or transaction or movement of the delivered/installed Products and
- d) may obligate Client to return and deliver the any/all Product to the Company at Client's cost and expense.
- e) The Client shall be liable to pay compounded interest for all delayed payments @ 2% per month.

13.0 Change Orders:

The Client may change the Scope of Work with the Company by issuing written Change Orders, and subsequently the Total Contract Value or any part thereof shall be suitably adjusted for such changes. Rates for such changes shall be quoted afresh by the Company for consideration and acceptance of the Client prior to issue of any such Change Order. No extra work shall commence before issuance of a written Change Order, duly accepted in writing by both Parties.

14.0 Time for Completion

14.1 Delivery Period

The Delivery Period shall be as per Annexure 3, commencing from the date of approval of GAD by Client, issuance of Confirmation Order by Company (if applicable) and receipt of advance payment, whichever is later. Delays (if any) beyond Company's control shall be accounted for in their entirety and the Delivery Period shall be extended accordingly with suitable revision in Price as applicable.

14.2 Liability for Failure to Accept Delivery:

Subject to Clause 4, should the Client fail to accept delivery within two weeks from the due date of material shipment as per Annexure 3 and Clause 14.1, Annexure 4 and/or notify the Company that it requires additional time to accept delivery; then the Company may allow the same subject to the Client paying the storage charges at the rate of 0.5% of the Total Supply Contract Value (plus applicable taxes) on pro-rata per unit basis for each week of such delay. For sake of clarity and without prejudice to any other rights that the Company may have, if the Client fails to accept delivery of the materials within four weeks (counted from the aforesaid 'due date of material shipment) or fail to pay the storage charges, then the Company shall be entitled to exercise its rights under Clause 12.2, terminate the Contract in accordance with the Clause 22.0 forfeit the money already paid by the Client and dispose-off the materials as it may deem fit.

14.3 Installation Period:

The Installation Period shall be as per Annexure 3, starting within seven days of handing over of shaft/escalator bays/moving walk bays by Client to the Company, receipt of notice from Client in writing confirming readiness of Site to receive installation works (including confirmation on completion of Clients Scope of Work per Annexure 2) and receipt of due payments as per Price Schedule, whichever is later. Furthermore, any delay in commencement due to non-availability of the materials at the Project Site or non-readiness of Project Site for Installation or non-availability of single phase & three phase power supply or incomplete architrave works or non-receipt of any due payment or any other hindrance which is beyond control of the Company should be taken into account, and the Installation Period shall be extended accordingly with suitable revision in Price as applicable. The Installation Period is exclusive of time required by Client for completion of any civil work, architrave work and electrical work etc.

14.4 Delay in Providing Site Ready for Installation Should the Client fail to provide site ready for installation in accordance with Clause 14.3, Annexure 4 and/or notify the Company that it requires additional time to provide the site ready for installation; then the Company may allow the same subject to the Client paying the idling charges at the rate of 0.5% of the Total Installation Contract Value for each week of such delay. For sake of clarity and without prejudice to any other rights that the Company may have, if the Client fails to provide the Site ready for installation of the Products within six weeks (counted from the scheduled due date) or fail to pay the idling charges, then the Company shall be entitled to exercise its rights under Clause 12.2, terminate the Contract in accordance with the Clause 22 and forfeit the money already paid by the Client.

14.5 Extension of Time and Related Costs:

The Company shall be entitled to claim for extension of time and related costs for the following reasons:

- a) Force Majeure.
- b) Delay in receipt of Advance Payment
- c) Delay in receipt of Approved GAD. Non-readiness of Site for storage and or installation of materials.
- d) Non availability of single and three phase power supply.
- e) Suspension of Works by either Party in accordance with terms contained herein.
- f) Delay in obtaining applicable consents, approvals and permissions from the Governmental Authorities.
- g) Any Change Order which in the opinion of the Company entail the requirement of additional time for completion of the Works. The Company shall set out the Works in relation to original points, lines and levels of as notified by the Client.
- h) The Client shall be responsible for any errors in such specified or notified items of reference. If the Company suffers delay and/or incurs cost from executing work which was necessitated by an error in such items of reference, then the Company shall be entitled for time extension along with suitable compensation of costs.

14.6 Price Validity:

The prices quoted under this Offer shall remain valid for the periods as mentioned in Annexure 3 of this Offer. Any further delay affecting the Delivery and or Installation period shall account for price revision and such revised price (including any other compensation for loss due to delay) shall be quoted afresh by the Company for consideration and acceptance by the Client in general and or in accordance with the IEEMA Price Variation procedure.

15.0 Indemnity:

The Client shall indemnify, defend and hold harmless and keep indemnified the Company and its directors, employees, representatives from and against all actions, suits, claims costs, fines, judgements, liabilities and demands (including reasonable attorney's costs) brought or made against the Company in respect of:

- (a) any matter or things done or omitted to be done by the Client or any of its Other Contractors or their respective employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Works, or
- (b) Client's or Other Contractor's performance relevant to this Offer, including but not limited to non-achievement the Project milestones, non-compliance with the Terms and Conditions, applicable laws and regulations of the Governmental Authority and local authorities, not obtaining the relevant licences and permits, infringing any intellectual property rights and specifically regarding use, storage and disposal of hazardous materials, or
- (c) Loss, damage or injury to any person or property at the Project Site or otherwise, due to any act or deed of the Client or any of its Other Contractors or their respective employees, workmen, representatives, agents, servants or suppliers. The obligations of the Client under this Clause shall survive till expiry of the Free Maintenance Period. The Client understands that any liability arising out of utilization of the Works or Products without obtaining proper clearances and or licenses shall be that of the Client.

16.0 Completion of Works:

The Works shall be considered to have been completed in accordance with the Offer upon completion of installation and intimation of Handing-Over of Products on unit by unit basis. The Free Maintenance Period for the Works shall commence from the date when such completion is deemed to have taken place on a unit by unit basis. If for any reason, the three phase power supply with double earthing is not provided within two weeks of notification in writing by the Company, then the Product will be deemed to have been handed over with immediate effect. Free maintenance of the installed Product will start from the date of such deemed handing over date on a unit by unit basis and will expire as per the period mentioned in Clause 19 of Annexure 4. Should, before the Completion of the Works the Client decides to occupy or use any portion of the Works then the same shall constitute final acceptance of any such part of the Works or of any such Product. However, in such a scenario, the risk and liability for safe operation of Product shall lie with the Client only.

17.0 Warranty:

The Warranty on Products shall be valid on pro rata per unit basis for a period of eighteen months from the date of material delivery or for a period of twelve months from the date when the Product installation is completed and offered for inspection on unit by unit basis, whichever occurs earlier. The Company shall on receipt of a written notice of defect from the Client during the Warranty Period, at its option, either repair or replace the defective item within a reasonable time period.

18.0 Final Completion of the Works:

The Works shall be considered as finally complete at the end of the Free Maintenance Period of such Works on unit by unit basis.

19.0 Free Maintenance:

The Offer includes 12 (Twelve) months free maintenance service of the Works starting from the scheduled date of commissioning as per Annexure 3 OR the date when the Product installation is completed and offered for inspection on unit by unit basis, whichever occurs earlier. The free maintenance service will consist of regular examination, necessary adjustments and lubrication of the Products by Company's authorized representatives under Company's direction and supervision. The required supply or spare parts as replacement due to normal wear and tear will be furnished by the Company at its sole discretion except for such parts as may be needed because of negligence/misuse and or accidents. The free maintenance service will be performed during Company's working hours on Company's working days.

20.0 Product Claims:

20.1 Notification and Conceding of Product Claims. The Client must immediately notify the Company of any claim made by any person for any Product liability, property damage or personal injury arising out or in relation to the Products and obtain and subsequently provide the

Company as soon as practicable any additional information that the Company may require in relation to such claim. In view of high value of the Products, the Client shall not concede any Product Claim without the prior written consent of the Company.

20.2 Client to indemnify the Company:

The Client shall indemnify Company from all loss or claims arising out of any Product Claims to the extent that it relates to any default or negligence by the Client or any of its representatives or third parties in relation to the Products usage, operation and maintenance.

20.3 Additional Disclaimer:

Company expressly disclaims any responsibility or liability if the Products is;

- a) Damaged by accident.
- b) Used in any manner that does not comply with applicable laws.

- c) Altered or repaired in any way other than by or through Company.
- d) Not regularly maintained in accordance with the operating instructions.
- e) Maintained, repaired and modified by the Client or any other person without the prior authorization from the Company.
- f) Used in breach of Company's instructions regarding use of the Products
- g) Damaged due to negligence, wilful act or default by any of Client's agents or third party including without limiting the generality of the foregoing damages occurred while the Client completes any civil work subsequent to the Installation of the Products.

20.4 Limitations on the Company's Liability:

The Company shall only be liable for damages, if;

- a) The damage results from gross negligence or a wilful act on the part of the Company,
- b) The Company is in breach of any essential contractual obligation. Notwithstanding anything contained herein, the liability of Company under this Offer shall not exceed 10% of Total Contract Value. Further, limitation on the Company's liability shall also extend to the liabilities, if any, of the Company's employees or representatives.

21.0 Force Majeure:

Neither Party shall be liable for delay or failure to perform its respective obligations or shall become liable to any claim by the other Party or shall be deemed to be in breach of the Contract, if such delay or failure is the result of the occurrence and/or continuation of an event of Force Majeure like fire, flood, earthquake, storm or any other natural disaster, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike or a lockout or accident/incident 'on' or 'off' Project Site having direct or indirect effect on the performance of their respective obligations under the Contract. The following events are explicitly excluded from Force Majeure and shall remain solely the responsibilities of the non-performing Party: (a) economic hardship and (b) changes in applicable statutory laws. In case Force Majeure condition subsists for 180 or more days then either Party shall have the right to terminate the Contract in accordance with Clause 22 of Annexure 4.

22.0 Suspension, Termination and Rescission of the Contract**22.1 Suspension**

The Company, after giving 15 (fifteen) days' notice in writing, shall have the right to suspend performance of any or all of its obligations under the Contract on occurrence of any the following events;

- a) If the Client is adjudged bankrupt or becomes subject to voluntary or involuntary proceedings under any bankruptcy or insolvency law or if he should make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on

account of its insolvency /bankruptcy or any petition is filed for its winding-up in any court / tribunal.

b) If the Client fails to make any payment to the Company in accordance with Clause 12.1 of Annexure 4; c) If the Client persistently disregard applicable statutory laws, or if he should contravene or breach or fail to honour any provision of this Offer, or if he has abandoned the Project, or has suspended the Works other than in accordance with the terms of this Offer.

22.2 Termination by Company:

In the event that the Client has failed to cure any or all of his defaults under Clause 12.2(b) (Client's Failure to make Payment) or Clause 14.2 (Liability for Failure to Accept Delivery) or Clause 14.4 (Delay in Providing Site Ready for Installation) or Clause 21 (Force Majeure) or Clause 22.1 (Suspension) within a period of 30 (thirty) from the day of intimation of breach by the Company to Client, then the Company may and without prejudice to any other right or remedy available, and after giving the Client 15 (fifteen) days' notice in writing, terminate the Contract and take charge of all Materials, equipment, tools, and plant and machinery at the Project Site and use these as the Company's property for the recovery of the outstanding dues as it may deem appropriate. After the notice of termination has taken effect, the Company may; a) Cease all further Works, except for such Works as may be continued for the protection of life or property or for the safety of the Works already executed.

b) Hand over equipment, Materials and other work, for which the Company has received payment in full.
c) Remove all other equipment and Materials from the Site except as necessary for safety, and leave the Project Site. To clarify, the breach cure period of 30 days (in case of Force Majeure) will commence after expiry of 180 days as mentioned in Clause 21 of this Annexure 4.

22.3 Rescission by Client

If Client cancels the Contract, then the Company shall be entitled to following compensation in addition to its dues and other costs as stipulated in this Offer;

a) 20% of the Total Contract Value if the Contract is cancelled after execution of Form of Contract but before submission of GAD. b) 40% of the Total Contract Value if the Contract is cancelled after submission of GAD but before procurement of Materials by the Company. c) 90% of the Total Contract Value if Contract is cancelled after procurement of Materials by the Company. d) 100% of the Total Contract Value if Contract is cancelled at any time after start of Installation Works. In the event that the Company has failed to cure Clause 21 (Force Majeure) within a period of 30 (thirty) from the day of intimation of

breach by the Client to Company, then the Client may and after giving the Company 15 (fifteen) days' notice in writing, terminate the Contract. To clarify, such breach cure period of 30 days will commence after expiry of 180 days as mentioned in Clause 21 of this Annexure 4.

22.4 Payment on Termination:

After a notice of termination has taken effect (including due to Force Majeure event), the Client shall promptly;

a) Return the securities and/or bank guarantees to the Company, b) Pay all amounts due and not previously paid to the Company for that part of the Works performed or completed prior to or after the delivery of such notice of termination; and c) Pay all other amounts actually incurred by the Company that are incidental to or arising out of the termination, including costs relating to:

- i. Unused and/or undelivered Products, which shall then be delivered to Client;
- ii. Cancellation costs for existing Contract and or Purchase Orders (issued, if any) and Contracts not previously assigned to and assumed by Client (such cost to be calculated by the Company at its sole discretion and communicated to the Client); and
- iii. Demobilization cost of the affected Company's staff and resources.

23.0 Intellectual Property Rights:

It is hereby acknowledged and agreed that the Company retains the ownership of all intellectual property rights, including but not limited to intellectual property rights in the design and in all drawings, specifications and documents prepared by the Company and any Sub-contractors or Vendors and the same shall belongs to and shall remain solely with the Company, either in whole and in part, in all manners and at sole discretion of the Company. The Client hereby agrees and confirms that no right or interest in the intellectual property rights or technical knowhow or proprietary information of the Company is conferred or licensed to the Client and the Client explicitly disclaims any right or interest whatsoever on these intellectual property rights. The Client shall not, either directly or indirectly, reverse engineer, decompile or disassemble any intellectual property right of the Company or any Product to gain access of Company's intellectual property right. This intellectual property right entitlement shall also extend to any maintenance, repair and renewal, reinstatement and enlargement of the Works. The Client shall ensure that maximum protection is granted to Company's intellectual property rights and also, suitable provisions which are necessary to protect the intellectual property rights of the Company are included in all its contracts with Other Contractors. Further, the Company hereby grants only limited, restricted non-exclusive, and revocable right to the Client to only use the intellectual property rights embedded in the Product, for the sole purpose of beneficial use of Product.

24.0 Settlement of Disputes

Any dispute, difference or controversy of whatever nature arising between the Parties under this Offer or a dispute or difference on any account under this Offer including withholding by the Client of any payment to which the Company may claim to be entitled to, shall be resolved in good faith through negotiations by senior executives of the Parties, before resorting to legal recourse.

25.0 Governing Law and Jurisdiction

The laws of India shall govern the Offer, Contract or any other documentation pursuant hereto. The Parties expressly agree that all disputes or differences arising hereto shall be subject to exclusive jurisdiction of the competent courts of the city/state in which the Company's office performing this Contract (or a part thereof) is situated.

26.0 Indirect and Consequential Damages

Neither Party shall be liable to the other Party for any indirect or consequential damages.

27.0 Waiver

The failure or delay of either Party to insist upon strict adherence to any term of the Offer on any occasion shall not be considered a waiver of any right then or thereafter to insist upon strict adherence to that term or any other term of this Offer. No waiver shall be effective unless made in writing.

28.0 Severability

Each of the provisions of this Offer is severable and distinct from the others and if at any time any of such provisions is or becomes invalid, illegal or unenforceable for any reason whatsoever, the legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

29.0 Joint and Several Liability:

If the Client constitutes a joint venture or a consortium or a partnership;

a) all persons constituting such joint venture or consortium or partnership shall be deemed to be jointly and severally liable to the Company for the performance of the Contract; b) such joint venture or consortium or partnership shall notify the Company of their leader who shall have authority to bind the Client and each of persons constituting such joint venture or consortium or partnership; c) The Client shall not alter its composition or legal status without the prior intimation to the Company; and d) any re-organization or re-structuring of the Client will not impact or dilute its obligations under this Offer.

30.0 Assignment and Sub-Contracting:

The Client shall not be entitled to assign his rights or claim under this Contract to any third party without a prior written consent from the Company. The Company shall have the right to sub-contract any or all its obligations under this Offer to any third party, however, under such circumstances, Company shall remain responsible for performance of its obligations under this Offer.

31.0 Anti-Money Laundering:

Client hereby confirms and undertakes that it will, along with its associates, group companies, employees and agents, comply with all applicable anti-money laundering regulations (hereinafter referred to as "AMLR") including

The Prevention of Money Laundering Act, 2002, as amended or substituted from time to time. Client further agrees to co-operate and provide and shall cause its associates, group companies, employees and agents to fully co-operate and provide to Company such information or documents or records, as Company determines to be necessary and appropriate to conduct due-diligence or to verify compliance with the applicable AMLR or to respond to any enquiry or investigation by any authority or institution in this regard. Further, Client shall promptly notify the Company in writing in case either itself or any of its associates, group companies, employees and agents receives any notice from any authority or institution alleging violation of any AMLR. In such case, Client shall solely defend such actions and proceedings at its own cost and expense and shall indemnify Company and its directors, employees, shareholders, representatives, etc. against any action, proceedings, penalties, fines, charges, damages, etc. (including reasonable attorney fees) which may arise in this regard. Notwithstanding anything contained herein, any contravention of this obligation shall result in immediate termination of the Agreement.

32.0 Receipt of Communications:

The Client agree to receive from the Company or its affiliates, representatives and agencies, all transactional / non-transactional promotional or commercial communications. Client shall not hold Company for having violated any provisions of the applicable laws in sending such communications.

33.0 Relationship between Parties:

The Parties are entering this Agreement on principal-to-principal basis and nothing shall constitute or be deemed to constitute a relationship of employer and employee, agency, joint venture, principal-agent or partnership between the Parties.

34.0 Entire Agreement:

This Offer constitutes the entire understanding between the Parties and the Parties agree that there are no other understandings, record note of discussions, papers, representations, warranties or oral agreements relating to the subject matter of this offer, unless executed and appended to the Form of Contract

35.0 Amendment

This Agreement may not be amended or modified except by an instrument in writing signed by the Parties.



Form of Contract

In witness thereof, this Offer dated _____ in its entirety (including Annexures 1 to 4) has been agreed and accepted by both Parties and shall act as a legal and binding agreement between both Parties effective upon the date (hereinafter 'Commencement Date') of signing of this Contract. The Parties agree and undertake that they have reviewed and negotiated the Terms and Conditions of the Contract and shall be bound by the same (including Annexures 1 to 4) and any additional documents as mentioned hereunder which in its entirety shall be deemed to form and be read and construed as part and parcel of this Contract in the same order of priority (as noted hereunder) and shall include all mutually agreed modifications and additions incorporated in and made to any of these documents during the period of execution of Project:

- | | |
|--|--|
| 1. Technical Specifications (Annexure 1) | 4. Terms & Conditions (Annexure 4) |
| 2. Scope of Work (Annexure 2) | 5. General Arrangement Drawings |
| 3. Price, Payment and Time Schedule (Annexure 3) | 6. Any additional documentation as may be agreed |

Agreed and Accepted:

For and on behalf of Client

For and on behalf of Company

Name of the Authorised Signatory

Name of the Authorised Signatory

Office Address:

Office Address:

Date : _____

Date: _____

Place: _____

Place: _____

Customer Initials