

JOHNSON LIFTS PRIVATE LIMITED

Perfecting the Art of Vertical Mobility

ESTABLISHED IN THE YEAR 1963

125,000+ Lifts
PAN India Installed Base

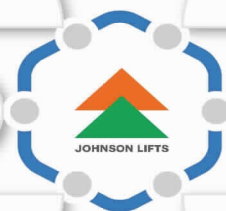
INR 20 Billion+
Company Turnover

9,000+
Employees

4
World Class
Manufacturing Facilities

7
Overseas Operations

80
PAN India Branches



155 feet Tall
Lift Testing Tower at our Chennai factory



Johnson Lifts' Installed Base PAN India



HOTELS
2500+ LIFTS



HOSPITALS
3000+ LIFTS



AIRPORTS
450+ LIFTS | 380+ ESCALATORS



METROS & RAILWAYS
2200+ LIFTS | 3240+ ESCALATORS



RESIDENTIAL BUILDINGS
80,000+ LIFTS



COMMERCIAL BUILDINGS
8,000+ LIFTS



MALLS
2100+ LIFTS | 3500+ ESCALATORS



GOVERNMENT PROJECTS
10,000+ LIFTS

Annual Manufacturing Capacity of over 16000 Lifts and 1000 Escalators

MODI REALTY POCHARAM LLP

II-FLOOR,5-4-187/3&4

M.G ROAD

SOHAM MANSION

SECUNDERABAD

HYDERABAD

PIN: 500003

Dear Sir(s)/Madam,

Sub : Offer for Supply, Installation, Testing and Commissioning of Johnson Lifts as per specification attached, for your site at NILGIRI HEIGHTS, SY NO:27, POCHARAM, HYDERABAD, PIN: 502300

Ref : Enquiry received through RAJESHWAR RAO Mobile No : 9391010323 Email ID :

With reference to the above, we are pleased to furnish herewith our offer for Supply, Installation, Testing and Commissioning of Johnson Lifts as per specification attached, for your site at NILGIRI HEIGHTS, SY NO:27, POCHARAM, HYDERABAD, PIN: 502300

We trust our offer will receive your favourable consideration and acceptance. In this connection we wish to inform you that the lifts offered are indigenous and have been installed in numerous locations Pan India and are working satisfactorily

We also take this opportunity of drawing your kind attention to the fact that the lifts we have offered are being manufactured in our factories at Chennai and Nagpur. Our trained and experienced service personnel along with our service stores are based at all our Branches for ensuring satisfactory after-sales-service.

On your acceptance of our offer, we request you to return two copies of this offer duly signed in token of your acceptance of our offer together with advance payment. The second copy duly signed by our authorized official shall be returned to you from our head office for your records.

We trust that you will find our offer in order and if you require any further information, we shall be pleased to provide the same.

Assuring you of our best services,

Thanking You,

Yours faithfully,

for JOHNSON LIFTS PRIVATE LIMITED,

RAJESHWAR RAO

9391010323

MKTG/07/QR/02

TECHNICAL SPECIFICATION :- A02

I PRODUCT DETAILS

Building Type	Residential Apartments
Product Name	MINI SUKRANTI - MR
Number of Units	2
Lift Designation	PASSENGERS LIFT
Lift Type	Passenger Lift
Rated Capacity Persons / Kgs	8 Persons / 544 Kgs
Rated Speed m/s	1.25
Number of stops / openings	12 / 12
Floor Designation	B2+B1+G+9
Access Sides Inline/Thru Type	1 (One), In Front Only
Floor Display Character (Entrance Position)	-2(F),-1(F),0(F),1(F),2(F),3(F),4(F),5(F),6(F),7(F),8(F),9(F)

II MACHINE AND CONTROLLER DETAILS

Machine Location / Type	Machine Roomless - Gearless
Drive System	Micro Processor Based VVVF
Control system	Microprocessor Based Duplex Selective Collective Control With / Without Attendant
Main Power Supply	AC 3 Phase, 50 Cycles, 415 Volts $\pm 10\%$
Light Power Supply	220 Volts 50Hz LNE

III SHAFT DETAILS

Shaft Type	RCCRB - Reinforced Cement Concrete With Red Brick
Shaft Width mm X Shaft Depth mm	1900 X 1900
Overhead mm	4300
Pit Depth mm	1600
Travel Height (in Meters)	36.3
Shaft Reduction Channel	Not Required
Shaft Reduction Channel Weight (in Kgs)	No
Pit Ladder	Yes

IV CABIN DETAILS

A) SIZES

Car Width mm X Car Depth mm	1300 X 1100
Car Clear Height mm	2200
Car Door Type Center/Side	Power Operated Centre Opening Sliding Door
No Of Door Panels	2 Panel
Type of Door Drive	Linear Door Drive System
Car Door (W X H) mm	800 X 2000

B) FINISHES - *SUBJECT TO AVAILABILITY

For M/s. Johnson Lifts Pvt. Ltd.

Customer acceptance
(Seal & Date)

Authorized Signatory

TECHNICAL SPECIFICATION :-A02

Design Of Lift Cabin*	Decorative Laminated Steel Sheet (DLSS)
Lift Cabin Finish*	Bluejay - Blue & Grey
Car Door*	Decorative Laminated Steel Sheet (DLSS)
Car Door Finish*	Grey
Ceiling Finish*	Blue & Grey
Ceiling Type	Sleek Small Circular-JLFC 03
Ceiling Light	Led Lights
Fan	Regular (Circular) - Fan
Flooring Type	20 Mm Recess By Jpl-Granite Flooring Client
Handrail Type	Ss Round Handrail JLHR01
Handrail Location	Rear Side
Car Door Sill	Aluminum
Extra Allowance for Cabin Interior (Kgs)	54.4
V LANDING DOORS DETAILS	
A) SIZES	
Door Type	Centre Opening Sliding Door
Door Size (W x H) mm	800 X 2000
Door Sill	Aluminum
B) FINISHES	
Landing Door Finish*	1-12-Decorative Laminated Steel Sheet (DLSS) - Grey
Landing Door Frame / Finish*	1-12-Decorative Laminated Steel Sheet (DLSS) - Blue
Main Landing Floor	0
Other Landing Floors	-2,-1,1,2,3,4,5,6,7,8,9
Jamb Type	Slim Frame
VI SIGNALIZATION / FIXTURES DETAILS	
A) CABIN OPERATING PANEL	
Car Operating Panel Type	Car Operating Panel - JLCP01
Number of Car Operating Panel	1
COP Faceplate Finish	Stainless Steel - Hairline Finish
Button Model	1s10 - Bas128 (White Glow)
Car Display	White Digital Display (7 Segment) -Vertical
Car Display Location	Car Operating Panel
Call Register Signal	Yes
B) LANDINGS INDICATORS	
Landing Operating Panel Type	Landing Operating Panel - JLPL (Jsm433) / JLLP23
LOP Location	Landing Display On Wall

For M/s. Johnson Lifts Pvt. Ltd.

Customer acceptance
(Seal & Date)

Authorized Signatory

TECHNICAL SPECIFICATION :-A02	
LOP Mounting Type	Grouting
LOP Faceplate Material	Stainless Steel - Hairline Finish
Landing Display	1-12-OSDM-V
Landing Display Location	1-12-LOP
Call Register Signal	Yes
Stainless Steel Braille Button	Yes
VII SAFETY DETAILS	
Over Speed Governor	Yes
Door Protection	Infra Red Door Screen
Counterweight Screen	Inbuilt
Over Load Indicator	Yes
Fireman Switch	Yes
Automatic Rescue Device	Yes
Battery Operated Emg Alarm Light	Yes
Two Way Intercom with Press & Speak in COP	Yes

VIII	ADDITIONAL FEATURES :- A02
1	FREE SERVICE FOR ONE YEAR

Johnson Lifts Private Limited

PLOT NO.B-31 (PART), TIE, BALANAGAR, HYDERABAD GST No:36AAACJ0838Q1Z7

JL/61/TG01/00679/E
17-JAN-2024

Customer Name :	MODI REALTY POCHARAM LLP
Customer Address :	II-FLOOR,5-4-187/3&4, M.G ROAD, SOHAM MANSION, SECUNDERABAD, HYDERABAD, PIN: 500003

Dear Sir,

We are prepared to Supply, Install and Commission at site TWO No/s. "JOHNSON" Lift as listed below for your building at NILGIRI HEIGHTS, SY NO:27, POCHARAM, HYDERABAD, PIN: 502300 in accordance with the terms and conditions as specified in offer.

Under GST Act,2017 and Vide Notification No.03/2022 dated 13th July 2022 ,the supply and Installation of Lifts(Elevators)is Works Contract Services and the Tariff Head is 995466 for which the proposed current rate of GST is 18% and included in the offer as below.

PRICE SCHEDULE				Currency : INR
Spec No	Model	Qty	Unit Basic Rate Rs.	Total Basic Amount Rs.
A02	MINI SUKRANTI - MR/ 8 Passenger Lift/ 544Kgs / 1.25 Speed / 12 Floors / 12 Stops / Decorative Laminated Steel Sheet (Dlss) Car Cabin	2	1186440.68	2372881.36
Total Lifts / Basic Value		2		2372881.36
SGST 9 %				2,13,559.32
CGST 9 %				2,13,559.32
Total Price Inclusive of GST 18 %				28,00,000.00
Customer's GST Regn.No.(to be filled in by customer)	Total Price in Words :-INR Twenty Eight Lakh Only			

You are required to provide a photocopy of the GST Registration Certificate for our reference and records.

Accepted By _____

Customer's Signature & Seal

Name of the person signed

For JOHNSON LIFTS PRIVATE LIMITED	
Offer made	Contract Confirmed
AUTHORISED SIGNATORY	AUTHORISED SIGNATORY

Delivery Period : 3 MONTHS / EX-WORKS

Time of Erection : 8 WEEKS

All Cheques/Draft must be drawn in favour of "Johnson Lifts Private Limited".

Your acceptance of the offer containing the entire pages is absolute and unqualified and thus,shall constitute the contract between us making this offer a valid contract and legally binding on both parties.

OTHER LEVIES:

In addition to the above, any taxes, duties, octroi, surcharge, cess etc. and any changes like introduction of any new Act by any Government Authorities like Central and State Governments, Government of Union Territories, Municipal, Local Body Authorities, etc. and charges levied in consequent to that shall be billed. Any variation in the above tax structure shall be collected on actual basis at the time of billing.

PAYMENT TERMS

The payment of the contract value towards installation of the lift shall be done by the Customer to Johnson Lifts in the following manner and as per annexed terms and conditions :

15% of the contract value shall be paid with applicable taxes along with the order upon confirmation of the offer

60% of the contract value shall be paid with applicable taxes on receipt of advice from Johnson Lifts for taking up production

15% of the contract value shall be paid with applicable taxes immediately on receipt of materials

Balance 10% of the Contract value plus or minus adjustments ,if any shall be paid immediately on commissioning.

In the event of any delay in commissioning, due to force majeure event or reasons beyond the control of Johnson Lifts , the balance payment of 100% Contract value shall be done within a period not exceeding six months from the date of completion of Erection.

When Partial Supplies are made, the Payment shall be done on pro-rata basis as above.

For the purpose of payment, installation of each lift shall be deemed to be covered under separate contract.

Johnson Lifts reserves the right to discontinue the work at any time and without notice until payments are made by the Customer as agreed and it has the satisfactory assurance that the subsequent payments will be made by the Customer without any default as they fall due.

CONCLUSION OF CONTRACT:

This draft contract or offer is valid up to 30 days from the date of offer for acceptance by customer. The Contract, however,shall be deemed concluded and to have come into force only on confirmation by the authorised signatory of company at its Regional/Branch/Other offices after assignment of lift work order numbers from our Head Office, Chennai.

CUSTOMER DETAILS

POSTAL ADDRESS

Contact Person :	Phone :		
Existing Customer :	Yes ☐	No ☐	
Authorized Signatory Name :	Designation :		
Nature of Entity :	Individual ☐	Sole Proprietorship ☐	LLP ☐
	Company ☐	Partnership Firm ☐	Society / Trust ☐
Building Name :			
Door No :			
Street Name :			
Area :			
City :	Email ID :		
State :	Pincode :		

SITE / INSTALLATION ADDRESS

Contact Person :			
Building Name :			
Door No :			
Street Name :			
Area :			
City :			
State :	Pincode :		
Phone :	Email ID :		

BILLING ADDRESS

Contact Person :			
Building Name :			
Door No :			
Street Name :			
Area :			
City :			
State :	Pincode :		
Phone :	Email ID :		
Company in SEZ :	Yes ☐	No ☐	GST Registration No :
PAN No :	TAN No :		

TERMS AND CONDITIONS

DELIVERY:

Johnson Lifts shall manufacture all the components required for the Specified Quantity of Lift as per specification attached, in about 3 MONTHS on Ex-works and Supply basis upon the Customer:

- a) approves the General Arrangement Drawing submitted by Johnson Lifts.
- b) completes the Plastering of lift shaft walls (if enclosure walls are in brick).
- c) makes available the prescribed documents for submission of Form "A" to the Government Inspection Authorities
- d) wherever applicable for obtaining License for working.

fulfils the Payment terms as mentioned in this contract for ordering of materials.

In the event of the Customer not meeting with the above conditions (a) to (d) and site not being made ready as per the above requirement, Johnson Lifts reserves the right to defer the date of dispatch of materials and subsequent activities.

ERECTION:

Johnson Lifts shall commence the erection, wiring and testing of the lift upon handing over of the Lift Well by the Customer after completion of all civil portion of the work and upon compliance of the conditions mentioned in clause (b) above. The erection period shall be reckoned from the date on which the lift well is handed over to us. The time required for completion of the erection work is (8)WEEKS.

If the handing over of the site as specified in clause (b) above is delayed by the Customer, then the supply and installation will also be deferred and thus in eventuality, the site completion will also be delayed. In view of this, the Customer shall grant Johnson Lifts the necessary extension in the completion period in writing without imposition of any further conditions.

Johnson Lifts shall not be responsible for delayed delivery or handing over of the lift, if:

- The Customer did not observe the terms of payment in time as mentioned in this contract
- The Customer fails to fulfil the obligations as specified under the above mentioned preparatory work are not fulfilled in time
- The formalities such as statutory approvals are delayed due to non-payment of fees by the Customer.
- The Customer fails to provide necessary technical details or the approved layout drawings, etc. to Johnson Lifts in time.

The above delivery and erection periods are given in good faith based on present day working conditions and are subject to extension to cover delays due to Force Majeure conditions. The Customer shall not be entitled to claim damages for any loss directly or indirectly due to delay in delivery.

In the event of the Customer not accepting delivery of material at site when Johnson Lifts is ready to make such delivery, the Customer shall make the payment payable at the stage of material delivery as per the payment schedule. In case, the Customer is not in a position to accept the delivery at site, the Customer will designate an alternate location where the Customer will accept delivery. If, the Customer fails to designate an alternate location, Johnson Lifts is authorized to store the material in a place as per its own discretion at the Customer's risk and expenses and the Customer shall be responsible for any increase in any and all costs and expenses incurred by Johnson Lifts due to such exceptional handling, including but not limited to costs to re-direct materials, additional labor costs for loading and unloading the materials, costs for additional transportation, freight, insurance, and the reasonable costs for storage in a third party location. The Customer will also be responsible for any theft or damage, including but not limited to damage to the said material caused by weather and vandalism.

RECONDITIONING / REPLACEMENT OF MATERIALS :

The Customer shall bear the expenses on demand in the event of reconditioning and/or replacement of materials / components supplied by Johnson Lifts whether installed or not is required due to:

- a . Non-availability of power supply or other incomplete work by the Customer
- b . Damage to materials / components on account of improper storage space provided by the Purchaser
- c . Force majeure conditions.
- d . Theft or pilferage from the work site.

HANDING OVER :

In order to minimize inconvenience to both the parties, the Purchaser shall provisionally take over the symbolic possession of the lift as soon as the erection is completed after testing by our erection crew and adjustment of the lift and Johnson Lifts shall give you a notice one week prior to the official taking over of the lift. The Purchaser shall not use the lift until such time the Lift is officially handed over by Johnson Lifts to the Purchaser.

Any use or attempt to use the LIFT by the Customer or with the help of any third party between the period of provisional handover and official handover is strictly prohibited and Johnson Lifts shall not be held responsible in case of any injury to person or damage to lift or its components.

INVOICING

Invoices will be raised by Johnson Lifts against the Customer from the State or Union Territory where the location of the installation site is situated.

Invoices will be raised upon receipt of the respective payments in full against each milestone as per the payment terms of this contract.

Interest at the rate of 18% per annum will be charged on any payment made beyond 30 days from the date of Invoice.

CANCELLATION OF CONTRACT :

In the event of cancellation of Order / Contract by the Customer, Johnson Lifts shall charge penalty as follows:

- a)10% of the contract value plus GST extra as applicable, if the order is cancelled before the general arrangement drawing is prepared.
- b)25% of the contract value plus GST extra as applicable, if the order is cancelled within 4 months from the date of preparation of the general arrangement drawing.
- c)40% of the contract value plus GST extra as applicable, if the order is cancelled after 4 months from the date of preparation of the general arrangement drawing.
- d)90% of the contract value plus GST extra as applicable, if the order is cancelled after the materials have been delivered at the site.

TERMINATION:

a)In the event of the supply of lift materials is delayed beyond one year from the date of conclusion of the contract due to default or delay in compliance of any terms of the contract by the Customer, Johnson Lifts shall be at liberty any time thereafter to offer a revised time schedule for execution of the contract against revised price with a minimum hike of 1% for each month for such delayed period and revised payment terms.

b) In case, the Customer does not accept the revised offer made in accordance with clause (a) above within 4 weeks of such revised offer, Johnson Lifts shall be at liberty to treat the contract as cancelled by Customer and proceed in accordance with the cancellation of contract as mentioned in the above clause(a).

TITLE TO PROPERTY:

Any material supplied by Johnson Lifts shall remain our property until payment is received in full and the lift is handed over to the Customer. Johnson Lifts reserves the right to remove any equipment supplied by us at the Customer's expenses in case of default of any payment by you, irrespective of the subsequent sale, mortgage or lease of the premises.

In case of sale or any other alienation of premises during the pendency of installation work, all liabilities including the payment liability of Customer shall pass on to such transferee. In such an event of transfer of premises, the Customer shall settle the full payment to Johnson Lifts irrespective of the stage of installation or shall sign and execute necessary documents to transfer the payment liability to the transferee with an undertaking to clear the payments in case of any default in payment by such transferee.

NON-DISCLOSURE OF INFORMATION OF DESIGNS, DATA AND INTELLECTUAL PROPERTY

The Customer shall keep confidential the features, any equipment, pattern, designs, drawings, processes, engineering and business data and other technical and proprietary rights and information (without limitation) furnished by us during the existence of this Offer / Contract and forever.

VALIDITY :

Unless otherwise specified, our offer is effective for (30) days from the date of offer which shall be firm and valid. Thereafter it is subject to change or withdrawal without notice at our sole discretion.

However, upon signing by the Customer in acceptance of the terms and conditions there in, this offer shall be deemed to be a valid Contract and shall operate as a legally binding agreement between the parties. On expiry of the thirty days period as mentioned above, the price is negotiable with a minimum hike of 1% every month of such delay beyond the said date

PRICE ADJUSTMENT:

The price quoted by us will be kept valid for acceptance for 30 days from the date of this Offer. The agreed contract price which is subject to adjustment as per IEEMA Price. Adjustment Provision included in the contract shall be valid for the original contract period of completion or period of 12 months whichever is later.

In the event of extension of the said period beyond the above stipulated time due to:

- Failure on Customer's part to effect all advance payment as per agreed payment schedule
- Failure on your part to provide or approve drawings required for the manufacture of the contract;
- Delay in completion of hoistway and machine room
- Delay in completion of hoistway and machine room
- Force majeure conditions,

Johnson Lifts will submit for your acceptance, the current price prevailing at the time of requirement of materials by the Customer, and on acceptance by the Customer, Johnson Lifts will programme the supply and installation of the equipment. In the absence of the Customer's acceptance of the revised price and payment of additional advance that may become due, Johnson Lifts may at its discretion, cancel the order with a cancellation charge as per clause in cancellation of contract.

RE-DEPLOYMENT :

In the event of our workmen are forced to be removed from the Customer's site for any reasons not attributable to Johnson Lifts Pvt Ltd., the Customer will have to pay the additional cost involved in re-deployment of the workforce as and when demanded by Johnson Lifts.

TAXES & DUTIES :

All taxes and duties applicable at the time of supply will be leviable and payable on demand.

Johnson Lifts shall, upon request, issue proforma invoice on milestone payments which is to be paid as advance and unless otherwise required under any law, computation of taxes shall be on the basis of taxes applicable during the time of each invoice.

Any deductions made by the Customer from the payment on account of tax deduction at source should be intimated in writing at the time of payment. Johnson Lifts will not be obliged to accept the tax deduction certificate once the prescribed time limit has elapsed.

The Customer shall provide the correct GST Registration no. To Johnson Lifts and Johnson Lifts will not be responsible for any loss of credit of tax towards the Customer's name.

WARRANTY TERMS

The equipment offered is covered by Johnson Lifts's usual warranty for one year from the date of handing over the lift in good working condition or eighteen (18) months from the date of supply of material at site whichever is earlier. However, the warranty period will commence accordingly even though the lift is not used by the Customer due to delay in Completion of civil work, pending payments or any other reasons.

Johnson Lifts's liability under this warranty includes factored items repair or replacement of all defective parts if any, which may prove faulty during this period including such parts as may be rendered inoperative by wear- and-tear but excludes Consumables such as Lights, Fans, Batteries etc. And such parts as may be rendered inoperative by vandalism, water seepage and leakage.

The Warranty does not intend to cover any damage caused by vandalism, riots, any force majeure event or nature's act, absence of stable and permanent power supply and improper use..

The Warranty shall be void in case of tampering and if maintained and serviced by a technician not authorized by Johnson Lifts.

FREE SERVICE:

Periodical Service for the first 12 months will be carried out by Johnson Lifts after the Lift has been handed over or offered for inspection. The date of commencement of free service will remain unchanged irrespective of any delay in building completion, availability of permanent power supply, inspection, taking over or commencing the use of the Lift.

TESTS:

The components of Johnson Lifts will be tested by Johnson Lifts at their manufacturing site and at supplier's site. At site, tests in accordance with BIS 14665 -2000 will be carried out at the time of handing over the Lift. Apart from the components generally purchased by Johnson Lifts, which are referred to as bought-out components, Johnson Lifts reserves the right to use any of the proprietary component, assemble or sub- assemble for the Lifts tendered while Johnson Lifts undertakes full responsibility for the proper performance of these items. These proprietary components will be manufactured strictly in accordance with our drawings, design or requirements and will undergo the same rigid inspection as and when manufactured by us.

JOHNSON LIFTS OBLIGATIONS:

In addition to the supply of all the Lift Materials as per specifications, we agree to perform the following when applicable.

TECHNICAL ASSISTANCE :

Johnson Lifts agrees to provide technical assistance for getting approval with Electrical Inspector or Lift Inspector wherever applicable. This includes all electrical lay-out drawings concerned with the Lifts and also General Arrangement Drawings. However, the application and fees for inspection or approval will have to be submitted and borne by the Customer. Suitable guidance will be provided by Johnson Lifts. The Customer further agrees not to use the product(s) until the clearance / license is obtained.

Any liability arising out of using the Elevator / Escalator without Proper clearance / license shall be that of the customer. Johnson Lifts shall not have any control over specific noise ratings, due to the different building characteristics and ambient noise levels.

GENERAL ARRANGEMENT DRAWINGS:

The General Arrangement Drawing will be sent to the Customer in triplicate in approximately 5 weeks from the date of receipt of complete site details along with order. The purpose of this drawing is to clearly indicate the pertinent dimensional details of the Lift Shaft, pit, machine room, car and landing openings etc. to the Customer.

In case any modification in our General Arrangement Drawing is required by the Customer, it is advisable to suspend the construction activities till the revised General Arrangement Drawing is resubmitted by us and approved by the Customer. Please note that the above set of drawings will give complete information for the civil constructions by the Customer.

In addition to the above, Johnson Lifts shall provide the following:

- Necessary drawings for steel work
- Necessary drawing tool for door frames
- Necessary help while casting the machine room floor slab..
- Necessary labour for erection and commissioning of the Lift..

THE CUSTOMERS OBLIGATIONS

The Offer excludes the following items and the Customer shall be responsible to provide the below mentioned requirements.

- * Builders work such as forming Lift Well, Pit and Machine Room which shall be dry and free from dust with necessary access according to local regulations and all minor builders work such as cutting away making good etc., and also Lift Shaft painting / white washing with 2 coats.
- * Construction of lift shaft and machine room as per General Arrangement drawing.
- * Use of Tower Cranes to be provided for lifting machine room equipment.
- * Landing door frames for the landing gate.
- * Dividing beams for multiple wells and inter_well pit screens. Pit should be waterproof.
- * Guarding of Openings
- * Scaffolding, Planks and ladders to our requirements.
- * Storage of materials, tools and clothing in a suitably locked (space at ground floor), dry, ventilated and illuminated storage space protected from theft and damage.
- * Working lights and temporary and permanent electricity suppliers. Cost of electricity and water to be provided by the client to carry out the erection and testing work.
- * Cleaning down, renewal or replacement of lift equipment damaged by dust to dry grinding of mosaic or other builders work.
- * Fees for inspection of the Lift by the Lift Inspector or Electrical Inspector or any other fees charges by the surveyor or Corporation or Municipality or other Government agencies.
- * The responsibility for obtaining all Licenses / Permissions applicable to erect and operate the Lifts issued by the competent authority and bearing all the expenses connected therewith shall be with the Customer unless and otherwise specified as a special inclusion in the Annexure to this document.
- * Wiring of main and earth wires from the source of supply to the machine room terminating in a TPIC switch fuse.
- * Provide power supply in the lift machine rooms during the installation and for permanent operation of elevators; electric power of 415V 50Hz 3 Phase and 240V 50Hz 1 Phase terminating in suitable main switches for power and lighting circuits with necessary breakers accessories like MCB's (rating as mentioned in our General arrangement drawing), suitable earthing leads and other protective devices necessary to meet legal code requirements.
- * To supply & install suitable rated voltage stabilizer in the lift machine room for each elevator, to accommodate voltage fluctuation beyond +7 % or -7% of the equipment rated voltage.
- * Suitable lighting of the shaft way and machine room, exhaust fan, rubber mat, fire extinguisher and First Aid box to be provided.
- * RSJ for supporting the winding machine
- * Architraves to the landing entrance.
- * Metal door to be fixed in the machine room.
- * If specifications like telephone, piped music, BMS Contacts, is being supplied in the elevators, then we will terminate the wirings for the same in the respective lift machine rooms, all subsequent works / wiring and including supply and installation of telephones, speakers etc., will have to be carried out by other contractors.
- * The lift power wiring (Armoured cable) should be taken out side lift shaft. The single phase wiring for lift and bulk head fitting also to be taken from ground floor to lift machine room separately for each lift.
- * Flooring of Machine Room including any reinforcement necessary for load bearing
- * Suitable living accommodation for the erection crew (complete with light, running water and sanitary facilities) at or near the site.
- * Unloading and storing of material at site.

Customer Acceptance
(Seal & Date)

ARBITRATION:

If any dispute, controversy or claim between the parties arises out of or in connection with this contract, including its existence, breach, termination or validity thereof, then the dispute shall be finally resolved by Arbitration as per the provisions of Arbitration and Conciliation, 1996 and the Rules framed therewith by a Sole Arbitrator. Any such Arbitration award passed by the said Arbitrator shall be final and binding on both parties. The seat of the arbitration shall be at Chennai and the language of the Arbitration proceedings shall be English. The Courts in Chennai shall have exclusive jurisdiction over all such disputes.

MISCELLANEOUS PROVISIONS:

This contract shall be governed by and construed in accordance with the laws of India without reference to any other laws.

Execution of this contract shall imply that both parties have the capacity and authority to enter into this contract.

The terms and conditions of this contract shall have overriding effect and shall have precedence over any other discussions, correspondences, documents, purchase orders or terms unless agreed by Johnson Lifts in writing about its overriding effect.

This contract has been signed in two copies, each of which shall be deemed to be an original to be kept by each party.

Johnson Lifts shall not be liable for failure, non performance or delays in supply of services resulting directly or indirectly from causes beyond its reasonable control such as Acts of Nature, riots, strike, war, political unrest, raw material and labour shortage or any other legitimate cause beyond the control of Johnson Lifts. The Customer hereby agrees that the aggregate liability of Johnson Lifts, whether under law or contract which is inclusive of third party claims shall be limited to 25% of the contract value.

***IEEMA PRICE VARIATION CLAUSE FOR LIFT WORKS CONTRACT**

17-JAN-2024

The Price quoted or confirmed is based on the cost of raw materials, components and labour as on the date of offer and the same is deemed to be related to wholesale price index for material and All India Average Consumer Price Index Number for Industrial Workers as specified below. In case of any variation in these index numbers, the Price shall be subject to adjustment up or down in accordance with the following formula:

$$P = \frac{Po}{100} \left[15 + 55 \frac{MP}{MPo} + 15 \frac{WO(D)}{Wo} + 15 \frac{WO(I)}{WO} \right]$$

P = Price payable as adjusted in accordance with the above price variation formula.

Po = Price quoted Confirmed.

MPo = Wholesale Price Index Number for Material Products as published by the Office of the Economic Adviser, Minister of Industry, Government of India, in their weekly bulletin Revised Index Number of Wholesale 'Prices' (base 1981 - 82 = 100), for the week ending 1st Saturday of relevant calendar month.

Wo = All India Average Consumer Price Index Number for Industrial Workers (base = 1982 = 100) as published by Labour Bureau, Ministry of Labour, Government of India.

The above index numbers i.e MPo and Wo are those published by IEEMA as prevailing on the first working day of the calendar month prior to date of offer e.g. when offer is submitted in June 1988, and Wo = All India Average Consumer Price Index Number would be that for the month of Feb. 1988.

MP = Wholesale Price Index Number of material products as published by the officer Economic Adviser, Ministry of Industry, Government of India, in their Weekly Bulletin Revised index number Wholesale Price (base 1981-82 = 100)

The application wholesale Price Index Number for metal products would be that prevailing on the 1st Saturday on the month covering the date four months prior to date of delivery.

Wo(D) = All India Consumer Price Index Number for Industrial Workers (base 1982 = 100) as published by Labour Ministry of Labour, Government of India.

The Applicable All India Average Consumer Price Index Number for Industrial workers as published by Labour Bureau, Ministry of Labour Bureau, Ministry of Labour, Government of India, would be for the month four months prior to the date of delivery manufactured material.

Wo(I) = All India Consumer Price Index Number of Industrial Workers (base 1982 = 100) as Published by Labour Bureau, Ministry of Labour, Government of India, would be for the month four months prior to the date of completion of Installation.

e.g. If the date of delivery in terms clause given below falls December 1988, the applicable Index 'MP' would be as prevailing on the week ending 1st August 1988, and 'Wo(D)' will be for the month of August 1988. If the date of Completion of each installation is June 1989 the applicable 'Wo(I)' will be for the Month of Feb 1989.

The date of delivery shall be the date on which the manufactured material is notified as being ready for inspection / despatch (in the absence of such notification, the date of manufacturer's despatch note shall be considered as the date of delivery.)

The date of completion of each installation shall be the date on which the work is notified as being completed and is available for inspection (in the absence of such notification, the date of manufacturer's intimating such completion shall be considered as the crucial date) or the contracted completion date for such installation or part of installation (including any agreed extension thereto), whichever shall be earlier.

The Index number for metal products is published weekly, but if there are any changes the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Clause the index figures shall apply.

- Note :**
- 1 The sole purpose of the stipulation is to arrive at the amount of the entire contract under this various situations. The above stipulations do not indicate any intentions to sell materials under this contract as movables.
 - 2 The claim on this will be made at two -stages- one at the despatch of materials and the other at the time of completion of erection
 - 3 All the above Index Numbers are declared by RBI and published by IEEMA every month and such publications shall be the only document in support of our claim.

* Indian Electrical & Electronics Manufacturer's Association