

Date : 05-Aug-2021

Neg No:1

Remember India Health Links Pvt Ltd

Rk Industrial Zone 12, Wakaner Highway Morbi Gujarat 36362

Dear Sir,

Sub.: Proposal for (1)No. Aaryan Electric Traction Elevator for your Site at RK Industrial Zone 12, Wakaner Highway Morbi , Gujarat , 363621

**Our Negotiation No. 1**

As desired, we take pleasure in submitting herewith our Proposal Specifications No. 1 dt. 05-Aug-2021 , in duplicate and layout for (1)No. Aaryan Electric Traction Elevator for your subject building.

In the event you decide to place an order on us, kindly sign on all pages and return both copies of our proposal along with the cheque payment for first instalment, when one copy duly approved by our authorized official will be returned to you for your records.

In case you desire any further information / clarification, please do not hesitate to contact us.

We now look forward to receiving your valued order, which we assure you, will receive best Aaryan Elevator attention always.

Thanking you,

sagar parikh

Encl : As above

**Area Office Address :** Rk Industrial Zone 12, Wakaner Highway Morbi Gujarat 36362

Remember India Health Links Pvt Ltd  
Rk Industrial Zone 12, Wakaner Highway Morbi  
Gujarat 36362

Neg No: 1  
Date :05-Aug-2021  
MODEL CODE: GeN2-Nova\_MRL

Proposal of (1) nos. Aaryan Elevators for your Project at Rk Industrial Zone 12, Wakaner Highway Morbi Gujarat 36362

To be furnished and erected in accordance with the following details :

Total Passenger 2, unit 1

Machine	:	
---------	---	--

## MAINTENANCE

Our quotation includes charges towards maintenance for **twenty Four** months. The period of this maintenance shall commence from the date of completed installation and handing over of the lift. The date of commencement of this service shall remain firm 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 checkups and other necessary adjustment and lubrication of the equipment by trained and competent personnel under our direction and supervision. The required supplies and parts will be provided except such parts as may be necessary due to negligence, misuse or accidents not attributable to the manufacturing deficiencies of the product. Upon your request, special inspections will be carried out should trouble develop between regular inspections and you agree to notify us promptly of any such trouble. All work will be performed during our regular working hours of our regular working days except for emergency and 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 under the terms and conditions of this contract.

It is agreed that you shall continue to be the exclusive owner of the equipment and thereby the possession or control thereof.

We 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 we be liable for consequential damages

## PREPARATORY WORK

### You Agree at Your Cost:

1. TO FURNISH within two weeks (or sooner if required) from the date of acceptance of this proposal, all required data for the performance of this contract.
2. TO DESIGN AND FURNISH a properly framed and enclosed legal elevator hoistway /structure which shall withstand the forces and loads resulting from use of the elevator. The hoistway should be lighted and be treated and painted to minimize the accumulation and circulation of dust.
3. TO provide an elevator pit of appropriate depth below the lowest landing and, if required, suitable drains and waterproofing.
4. TO provide AND INSTALL necessary hoistway, architraves, brick fascias/steel.
5. TO ensure all painting except of elevator material.
6. TO perform all cutting of walls, floors or partitions together with any repairs made necessary thereby, including grouting of all bolts, sills, members indicator and button boxes etc., in position
7. TO provide required power at the top floor landing terminating in suitable main switches for power and light circuits with circuit breakers, suitable earthing leads to top floor landing (refer layout) and other electrical protective devices necessary to meet legal code requirements.

8. TO provide light outlet point at the middle of the hoistway and a light point in the pit.
9. TO arrange, during the erection, electric power of the necessary characteristics to provide illumination and for operation of tools and hoists if required and current for starting, testing and adjusting the elevator.
10. TO GUARD AND PROTECT the hoistway.
11. TO COMPLETE all work in such time as not to delay our work.
12. TO undertake the responsibility in whole or in part to pay and bear pro-rata expense of electric current, or expenses of any nature relating to the rest of the building and other contractor's work (unless provided for herein).
13. TO PAY all fees that may be required in connection with the erection or preparation of the structure in which the elevator equipment is to be erected, including any general permit/certificate fees, usually billed by Governmental agency directly to the owner also including license fees for the installation or inspection of the elevator equipment
14. TO PROVIDE suitable weatherproof lockup storage accommodation of approximately 50 Sq.M. per elevator with electric lights for elevator materials at the ground floor level near the hoistway. This should be available well before the arrival of the materials.
15. TO PROVIDE and maintain adequate safety and security measures as also retain Aaryan safety infrastructure to prevent any injury to third party or damage, theft or pilferage of material during storage, erection period and until the elevator is handed over.
16. To provide hoisting hooks in the ceiling as per the arrangements shown in the equipment layout, that will support the loads indicated. These hooks must be certified for the loads indicated.
17. Provide a niche at the top portion of hoistway as indicated in the GA drawing.
18. TO PROVIDE acceptable living accommodation (complete with light, running water & sanitary facilities) for our erection crew at or near to site.
19. TO INDEMNIFY and save us harmless against all liability arising out of your failure to carry out and comply with any of the Foregoing requirements.

## **CONDITIONS OF CONTRACT**

Customer Shall be exclusively liable to pay the Cess under the building & Other construction Workers Welfare Cess Act, 1996 without any deduction from the agreed contract value payable to Aaryan.

1. This Quotations shall remain valid and effective for 30 days from the date of proposal and thereafter shall be subject to change without notice.
2. The agreed contract price shall be valid for 52 weeks from the date of your acceptance of this proposal. Should the said period be extended beyond this stipulated time due to (i) non- payment of the agreed amount as per clause 5 below; and / or (ii) due to non-submission of data or approved drawings required for the manufacture of the elevator as per clause 4 below ; and / or (iii) delay in completion of the hoistway and machine room, we will submit for your acceptance the revised price prevailing on the date of such quotation and on its acceptance by you, we will programme the supply and installation of the equipment. In the absence of your acceptance of the revised price and payment of any additional consideration that may become due, we may at our option, cancel the order with a cancellation charge of 10% of contract value.
3. The adjustment in price resulting from tax variation or imposition of fresh taxes (including but not limited to GST) included in this proposal may be claimed by us as soon as the amount thereof is ascertainable and shall be payable on demand.
4. You agree to furnish us, within two weeks from the date of this agreement, all required data for the performance of the contract. You agree that the hoistway structure along with preparatory work shall be

ready and the proper electric power available in suitable place by the required date, after which we are to have their uninterrupted use for installation and adjustment of the elevator(s). If you cannot provide electric power by the required date and the installation of the equipment has been completed, you shall take over the elevator(s) and make payments as they fall due for payment in accordance with clause 5 below. Any delay due to this shall result in automatically extending the contract completion period accordingly.

5. Payment shall be made pro rata basis per elevator as follows: 30% of contract value with your acceptance of this proposal, 60 % of contract value before scheduling of materials and the remaining 10% of contract value on commissioning or within 30 days of Aaryan's readiness to commission the equipment with the further provision that if we are delayed by any cause beyond our control, the final 10% will be paid to us within 90 days from the date the materials are ready for dispatch. Partial supplies when made shall be payable on pro rata basis as above. Any payment made after the due date shall bear late payment charges from such date at the rate of 1.5% per month or part thereof which you agree and will not be disputed later for justification. We reserve the right to dispose of the equipment or to discontinue our work or to withhold the release of completed elevator(s) at any time until overdue payments, with late payment charges, shall have been made as per the terms and conditions and we have assurance satisfactory to us that subsequent payments will be made as they fall due. We shall resume the work subject to our other manufacturing and / or erection commitments or schedules at that time. Provided that, this will in no way relieve you of your liabilities and obligations under this Contract. Any delay due to this will automatically extend the contract completion period correspondingly. Handing over shall be subject to receipt of final payment & on unit wise basis.
6. It is agreed that our workmen shall be given a safe place to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated.
7. Unless otherwise agreed, it is understood that the work will be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rate for such work, shall be added to the contract price.
8. Force majeure: Under no circumstances shall either of us be liable for any loss, damage or delay due to any cause beyond your/our reasonable control, including but not limited to lack of shipping space, embargoes, acts of any Government, strikes, lockouts, fire, accident, explosion, flood, riots, civil commotion, war, malicious mischief, delays in supplies of raw materials and components at our Works due to any or all of the reasons, such as energy crisis, 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 of the State's enemies, or act of third party. Delay resulting from any cause beyond your/our reasonable control shall extend the time for completion of the work and the commencement of the free maintenance period. If for any such reasons, we cannot supply the equipment covered by this contract within 52 weeks from the date of your acceptance of this proposal, we may, at our option, cancel the contract without being liable to pay any damages or compensation. Under no circumstances, shall either of us be liable for special, indirect or consequential loss or damages of any kind.
9. The title to each elevator shall pass to you when all payments for such elevator are received. We shall retain the right to lien and the right to retake possession of the elevator or any part thereof at your cost in the event of any default 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 you legal expenses incurred in collecting payments hereunder.
10. This contract shall be deemed to be an indivisible works contract.
11. Defect liability period: We hereby guarantee the material supplied and the workmanship of the elevator(s) under this contract for a period of 18 months from the date of initial supply of materials or 12 months from

the date of completion of each elevator, whichever is earlier, and we 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 guarantee (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 unauthorised persons

12. We shall not be required to install or alter any equipment requested by Government Authorities at their discretion and not specifically incorporated in the local codes. However, such changes as well as changes in local codes after the date of this proposal if feasible, will be undertaken by us at extra cost.
13. If there are any changes, modifications, additions, deletions or extras to the scope of work outlined in this proposal, which are agreed to by us in writing, then, in such event, the contract price and the delivery period will be adjusted accordingly on mutually agreed terms and conditions.
14. This contract being an indivisible Works Contract, any packing cases, or left over materials or tools tackles, instruments, etc. brought to site are and shall remain our property. We reserve the right to sub-contract the work as and when we deem fit.
15. If any descriptive matter, drawings or illustrations brochures are furnished with our proposal, they are approximate and submitted only to show the general style, arrangement and dimensions of the machinery offered.
16. The equipment offered by us has been described in our attached specifications and complete equipment will be supplied and installed as per standard Aaryan design, manufacture and practice. In case of any variation between your specifications, terms and conditions and our quotation/specifications/correspondence, the latter shall prevail.
17. If materials supplied by us, whether installed or not, are required to be reconditioned/replaced at a later date due to delay on account of (i) non availability of power supply or other incomplete work by you, (ii) force majeure conditions, (iii) non – payment of dues, the related cost shall be payable by you on demand.
18. Presently we have our manufacturing unit in Karnataka. Based on the technical specifications of the said contract and depending on availability and feasibility of transport or material, Aaryan at its sole discretion will source the material either from its factory and/or any other source anywhere in India and/or from overseas and hence we will not be in a position to furnish the duty payment details in respect of the bought out and imported materials.
19. If you cancel the contract and/or commit a breach of contract and or contract remains dormant for 52 weeks from signing the contract, we shall be entitled to claim damages and/or compensation, including the costs of the materials and loss of profits/administrative expenses actual or at the rate of 10% of the value of the contract, whichever is higher.
20. 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:
  1. referred to senior managers of both the parties. If the parties fail to arrive at an amicable settlement and resolution of the issues then it.
  2. 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 Mumbai only, and shall be subject to jurisdiction of the Courts in Mumbai.
21. The amount paid as per the terms of contract, will be subject to lien and apportionment over the expenses of the contract by Aaryan, subject to condition that same has to be informed to the PARTY in writing. The PARTY agrees that the decision of Aaryan will be final in this regard and the party agrees that the same will not be challenged on any legal grounds.
22. This proposal when accepted by you and approved by our authorized official shall constitute the entire



contract between us and all prior proposals, quotations, agreements, understandings, representations and arrangements not incorporated herein are superseded.

23. Any change in the terms and conditions of the contract after signing, shall be valid and binding only if the same are in writing and signed by authorized person from Head office of Aaryan situated in Mumbai.

24. It is agreed that the aggregate liability of Aaryan, whether under law or contract (including for third party claims) shall be limited to 25% of the Contract Value.

25. The contract would be deemed to be concluded at Mumbai, after allocation of contract number by Aaryan Elevator.

**26. Delivery and Erection:**

1. We will complete the installation of the elevator within **\_24\_ weeks** from the date of receipt of order, payment, layout approval and settlement of all technical details whichever is later.

2. The completion period as stated above is subject to your handing over to us for uninterrupted use a clear dry elevator hoistway structure complete in all respects as per approved layout drawing alongwith preparatory work

3. and power supply **\_8\_ weeks** before the completion date indicated in (a) above.

4. If during the inspection of site, we observe that there is a delay in completion of the hoistway structure or availability of power supply, we may at our option delay the final assembly of materials and shipment to site so as to synchronize with the hoistway and machine room completion date. In such an event, a fresh completion date will be established depending upon minimum installation time indicated in (b) above.

27. If for reasons not attributable to Aaryan, workmen have to be moved out of your site, in such cases you will have to pay the additional cost involved in re-deployment of the workforce as & when demanded by Aaryan.

28. You shall exclusively be responsible for procuring permits/licenses from Statutory/ Regulatory Authorities, including but not limited to Lift Inspectorate/ PWD Office and pay all necessary fees for such licenses/ permits and inspection fees. Aaryan may however at your request provide necessary support towards technical documentation and respond to and clarify technical queries as may be raised by the statutory authorities.

**29. (Delete whichever is not applicable)**

30. Aaryan India has entered into this Contract with you in good faith and in full reliance upon the representation made by you that you are not named in any of the watchlists issued by the various countries around the world.

In case this representation is found to be incorrect/breached, Aaryan India shall have the right to immediately cancel the Contract with no further liabilities or obligations on the Contract and be paid for the work performed till such date.

**31. Privacy:**

The products and/or services being provided may result in the collection of Personal Information. Aaryan and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Agreement. "Personal Information" shall mean information and data exchanged under this agreement related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Aaryan, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Aaryan and you shall be responsible for all obligations relating to that data,

including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Aaryan, you and Aaryan shall become co-Controllers. Aaryan may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Aaryan transfers information subject to the Binding Corporate Rules of its Parent Company. Aaryan may store Personal Information provided by you on servers located and accessible globally by Aaryan entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other In the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Remember India Health Links Pvt ltd  
Rk Industrial Zone 12, Wakaner Highway Morbi  
Gujarat 36362

Neg No: 1  
Date :05-Aug-2021  
MODEL CODE: GeN2-Nova\_MRL

**WE PROPOSE to furnish and foregoing proposal**

Lift Solution	Units	Price/Unit	GST/Unit	Total Price/Unit
<b>8 PASS MRL,3 STOP</b> MODEL CODE: Gen2NOVAMRL	Units 1	171300/-	30834/-	202134

**Total Cost : Rs. 202134/- ( Two Lakh Two Thousand One Hundred and Thirty Four Rupees )**

The Above mentioned value would be including material delivery & 18% GST. The price/s quoted herein is/are inclusive of all taxes, as currently applicable, whether levied by the Central Government or the State Government. In the event of any amendment or variation in the rate or methodology for charging the applicable taxes, and/or, should be any new levies (**including but not limited to GST**) imposed in respect of this contract, the entire burden of any additional levy shall be borne and payable by you on demand at any time, in addition to the price/s stated herein.

**GST Registration Number :**

**PAN Number :**

Aaryan ELEVATOR COMPANY (INDIA) LIMITED

ACCEPTED IN DUPLICATE ON \_\_\_\_\_2021

BY \_\_\_\_\_  
APPROVED FOR Aaryan ELEVATOR COMPANY  
(INDIA) LTD., AT Mumbai (Maharashtra), INDIA

SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
AUTHORISED OFFICIAL

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**TERMS OF PAYMENT**

On Signing of  
Contract : CV

Material: CV six  
weeks prior to supply  
of materials (before  
scheduling)

Final: CV on  
commissioning/withi  
n 30days from Aaryan  
readiness to  
commission/on  
completion of  
erection



**1.DELIVERY:8 (EIGHT) WEEKS EX FACTORY ,BANGLORE FROM THE DATE OF RECEIPT OF PAYMENT OR RECEIPT OF LAYOUT APPROVAL WHICHEVER IS LATER .**

## **SCOPE OF WORK**

- **SCAFFOLDING:BY CLIENT**
- **MINOR CIVIL WORK:BY CLIENT**
- **I BEAM SECTION ON TOP:BY CLIENT**
- **SINGLE/THREE PHASE POWER SUPPLY: BY CLIENT**
- **ELECTRICAL WORK IN SHAFT :BY CLIENT**
- **LOCKABLE STORAGE:BY CLIENT**
- **LIFT LICENSE:BY CLIENT**
- **SHAFT REDUCTION CHANNEL (IF REQUIRE):BY CLIENT**