

LOI-cum- Works Order

Dear Sir,

Sub: Supply, Installation, Testing and commissioning of Three Nos 24 P Bed Elevators with Machine Room in MGM Hospital CBD Belapur, Navi Mumbai.

This has reference to your proposal Dt. -----For the above mentioned project and negotiation meeting held on -----at _____. Based on your proposal, subsequent discussions/negotiations and your replies/clarifications to our various techno-commercial queries raised from time to time and your final **revised/ amended offer Dt.**----- submitted subsequently, we are now issuing this LOI/works order in your favor as token of our general acceptance **subject** to following broad terms and conditions:

**A. Specifications, standard and special features: As detailed in your revised offer Dt: -----
-annexed herewith.**

(If any of features not covered in your revised offer but confirmed by you in "TECHNO-COMMERCIAL QUERRY SHEET " attached annexure and during the discussions shall be part of this LOI and shall hold good).

COP: Full height – 02 Nos. in each Elevators.

Indicators: Digital for COP/LOP AND FPI ABOVE CAR DOOR INSIDE THE CAR AND with Braille push buttons, COP equipped with TFT Screens.

Car Panels, Car/landing doors, Jams, skirting, ceilings and door frames. In SS, 1.5mm thick, prime grade, scratch proof, silver brushed 304 grade having PR value not less than 17 (No Cladding). Interiors of cars if required will be in combination with Hair Line finish, to be decided by mutual discussions. All SS sheets must be mild corrosion resistant and pitting free; If , any such defect found at any time during the life of lifts, Vendor will replace them free of cost without any justification of what so ever nature. **Car Floors:** Vendor will leave 20/25mm recess in car platform. Buyer will fix designer Granite Floor 20/25 mm thick matching with Interior of car.

DISMANTLING : MITSUBISHI LIFTS INSTALLED AT MGM Hospital CBD, Belapur shall be dismantled by vendor free of cost. Dismantled material shall be the property of buyer who will take charge of dismantled material and remove from the site immediately on completion of dismantling work.

INTERCOM: 3 way with Bee -Tel instruments

Fireman Switches: One Elevators with Simplex controller and one with Duplex controller shall be declared "FIRE LIFTS " with their electrical switches located at Ground floor protected by glass lids.

Compensating Chain:

If the travel Height exceeds thirty Five meters and above, the weight of ropes shall be balanced with Compensating noiseless:

Extra Cores in travelling Cables: 25% of used cores.

B. Special features:

As mentioned in your revised offers Dt: ----- and TECHNO-COMMERCIAL QUERRY SHEET attached

Installation should be tolerant to:

- a) 50⁰c ambient temperature
- b) RH(Humidity) up to 100%.
- c) Mechanical protection against Earth-quake(Navi Mumbai is in Seismic ZONE-3)
- d) **Wide SS Jams matching with door finish.**
- e) **Teflon or equivalent material for door shoes to ensure longer life.**
- f) **Sills shall be heavily drawn AL/Alloy extrusions.**
- g) **16mm machined tongue and groove Guide rails both for car and counter weight.**
- h) **CI filler weights**
- i) **Hydraulic Buffers**

C. Gearless M/Cs:

Must be heavy duty conforming to Global standards and suitable for the speed 1.75Mps with following characteristics:

- 1) No of starts per hour: Not less than 180
- 2) Ingress protection: IP 40 or above
- 3) Static Load: 5500 Kgs
- 4) Insulation: F Class
- 7) Traction: 2:1
- 7) Wrap: (Single)

E. Controller& ARD

Serial Communication 8/16 Bit(Industrial grade CPU) compatible to 'Close loop drive & regenerative power with "Potential free contacts"& integrated with ARD or alternatively can bus communication based. Must be protected against voltage fluctuation 415V -⁺10%. and equipped with call cancellation/bypass function to take the lift directly to the desired floor in

case of emergency. If controller configuration/design is other than what is stated in this LOI, must have acceptance of the buyer. All controllers for Elevators in MGM Hospital CBD, Belapur, Navi Mumbai shall be configured for G+11.

Back-up Batteries of ARD shall have sufficient capacity (Battery Back-up compatible to passenger and car Load) to handle 5-6 power shut downs in 24 hrs at an average interval of four hours.

F. V³F Drive:

Must be of reputed make (YASAKAWA/FUJI/MITSUBISHI/Step A-star/ MONARCH) or equivalent with overload sustenance capacity of at least 200% for 1 Sec or 150% for 60 Sec

G. Car Ceiling: Aesthetically designed matching with interior of the car

H. Protection Bands: at Two levels on Three sides of each car. Car panels will be skirted aesthetically on three sides.

I. Battery operated Emergency Light: Shall also be connected to 1hr inverter.

J. Must be equipped with axial/blower fans of sufficient capacity located in such a way that

There is uniform circulation of air covering entire area of the car.

K. Safety:

Gradually (Progressive) operated

L. Wire Ropes:

“Usha Martin” make (Selay Construction) suitable for lift duty complying with IS standards. Updated Belt drive traction will also be acceptable.

M. Door drive and doors:

DC/V³F door drive-heavy duty. Doors with two hour fire rating and supported by stiffeners to ensure their ‘Vibration free movement.’ refer to techno commercial details.

Compliances:

IS 14665/17900 and Bombay Lift act amended/updated till date

O. SPECIAL Requirements:

Elevator-wise Inspection shall be carried out by competent engineer/s of the supplier at the following stages and confirmed to the competent authority of the buyer the dates of such inspections and the out-come. Buyer at his discretion may check the Elevator randomly to confirm the checks carried out:

- a) Guide rail installation
- b) Roping with car platform hanged
- c) M/c room equipment
- d) Shaft equipment
- e) Pit equipment
- f) Landing door assemblies
- g) Car assembly with intercom
- h) Car top equipment
- i) LOP installation
- j) Running in maintenance speed
- k) Running in rated speed(Starting, stopping and leveling in up/down direction at all landings). Fully balanced both electrically and mechanically.
- l) Repainting of the equipment as may be decided jointly by buyer/supplier.
- m) Electrical & Mechanical balancing of the equipment
- n) The buyer will white wash (OFF-WHITE) all Elevator shafts and paint a)lift pit floor, 24 inches wall above pit floor and over head in dark burgundy "EPOXY PAINT ". If Elevators are with M/c rooms, then Machine room floors, 24 inches wall above the floor, Socles in machine room and in pit will also be painted in Epoxy paint
- o) The Vendor will paint car top, MS items, Hooks, trunkings and all other metal parts exposed to atmosphere in Black paint and Balustrade in Yellow paint.
- p) Buyer will cast the concrete blocks (SOCLES) for fixing buffers in pit and for resting Machine in Machine room (Not required if Elevator is MRL)
- q) Final "INSPECTION REPORT " in the format prescribed by the buyer shall be submitted at the time of handing over Elevator along with licenses of respective lifts.

P. Tests:

Load and Safety including ARD mode.

Q. Guarantee/ warranty (Against design/material defects)

18 months from the date of shipment or 12 months from the date of handing over lifts for beneficiary use with lift license whichever is earlier

. Free Maintenance:

24(Twenty four) months from the date of handing over of each Elevator (After trial of seven days) and the Lift license whichever is later. This period shall be increased proportionately for the missed /deficient services (Monthly or once in two months) if so happens. It is agreed that the services (Oiling, greasing, cleaning, adjustment and breakdown) shall be provided by a service center located in Navi Mumbai. The complete postal address and Tel/Mob Nos of the local service center/technicians shall be communicated to buyer in writing immediately. Name plate displaying the contact Nos shall be located at the ground floor entrance of each lift.**No extra charges for web-based call back system shall be levied.**

R. Paid Maintenance

- 1) ON EXPIRY OF FREE MAINTENANCE PERIOD OF 24 CALENDER MONTHS, ALL INCLUSIVE CONTRACT (THIRD YEAR) SHALL BE AT 4% OF GROSS CAPITAL COST OF EACH LIFT + GST
- 2) 4TH YEAR : SAME AS THIRD YEAR
- 3) 5TH YEAR : SAME AS FOURTH YEAR
- 4) 6TH YEAR : 3% INCREASED IN MAINTENANCE CHARGES OF 5TH YEAR + GST.
- 5) 7TH YEAR : SAME AS SIXTH YEAR.

NOTE - THE SELECTED VENDOR WILL SUBMIT FORMAT FOR ALL INCLUSIVE CONTRACT FOR APPROVAL OF BUYER BEFORE PLACEMENT OF LOI. THE TERMS & CONDITIONS SHALL BE AMENDED AFTER MUTUAL DICUSSIONS AND IN CORPORATED IN THE CONTRACT.

Any deficiencies or missed services during the tenure of the contract or availability of Elevators, if, is less than 95% (ninety five percent) of the time during the respective month except time taken for servicing or time lost owing to judicious reasons attributable to buyer, shall be compensated either by proportionate deductions from annual maintenance charges or by extending the maintenance period proportionately. The local postal address and Tel/Mob Nos of the service center/technicians shall be communicated to buyer in writing (And also displayed at the ground floor entrances of each Elevator) while signing the annual service contracts. Vendor also undertakes the responsibility to renew the lift licenses whenever due for renewal. However, fees for renewals shall be paid by the buyer. It is also expressly agreed that "Obsolete parts, components, and equipment" clause if any, included in maintenance contracts shall not be applicable for seven years from the date of taking over installations. **No extra charges during the tenure of valid maintenance contracts for web-based call back system shall be levied over and above the agreed charges for paid maintenance contracts.**

S. Installation:

Shall be undertaken by experienced/skilled technicians who must have installed 50 (Fifty) and more Elevators having the speed of 1-1.75 MPS during preceding five years. We reserve our option to obtain their confirmation in this regard by having direct dialogue with them. It is further agreed that you shall appoint an experienced site Engineer who should be available not only for site meetings but also for clarifications/assistance if any whenever required. Installation crew shall be insured against fatal/Injury accidents besides vendor complying all labor laws as per standing model orders of the state of Govt of Maharashtra.

S. Execution Period (Handing over for beneficiary use):

All Elevator shall be handed over within 24 weeks from the date of approval of GAD's or agreed advance paid whichever is later.

Note: If any unforeseen circumstances, in obtaining the Lift licenses, must be brought to Buyer' attention immediately.

Following documents shall be furnished while handing over the Elevators:

1. Schematic Electrical circuit Diagrams revealing the connections in detail
2. Operation/ Maintenance manual

U. It is expressly agreed that the scaffolding erected by vendor shall be used by the buyer too for completing their part of work in the shaft and no financial claims shall be made for such use.

V. **All the instructions at the M/C room entrance and on the inside of M/C room walls shall be either written using stencils with readable fonts from distance or stickers.** It is also agreed that after installation, the entire equipment (In Overhead/ top floor, shaft and Pit) wherever found shop soiled or damaged shall be repainted/ replaced to the satisfaction of the buyer.

W. **PRICE Elevator wise split up of prices as mentioned in your finally accepted offer Dt:-----**

are as follows :

The above-mentioned prices are FOR MGM Hospital CBD, Belapur, Navi Mumbai inclusive of all existing taxes, levies, insurance charges if any, transportation, unloading at site, lifting the material to the Overhead/ top floor, Machine Room, direct/indirect fees/expenses payable to PWD, steel items, scaffolding, minor builder's work, , liaison with PWD department connected with installation work of Elevators, all incidental direct or indirect, expenses connected with installation of Elevator or for obtaining erection permissions/ lift licenses. If damages caused to construction/staircase/any other part of the building or injury caused to third person, if any, shall be made good by the vendor.

PRICE VALIDITY AND VARIATION:

The finally accepted prices shall remain firm for 60 (Sixty) Weeks.

If, there are very minor changes in the specifications of the lifts, will be adjusted in the agreed contract price; however major changes owing to amendment in statutory Lift laws, if resulting into increase in price shall become payable by buyer; likewise if there is increase/ decrease. in Govt taxes/levies, the gross contract price will increase/decrease accordingly.

LIABILITY:

it is agreed that the aggregate liability of ----- whether under the law or contract (including third party claims) shall be restricted to 25 (Twenty five)% of the gross contract price, if reasons attributed to M/s -----

Vendor will cover their crew under Maharashtra Labor Laws including state Government's STANDING ORDERS. MGM will not take any liability of what so nature on account of your Labor/Crew. "All Crew must be equipped with reliable protection gear while carrying out Installation of Lifts.

X. Payment terms related to Gross Contract price accepted :

1. 10% as advance against order for three lifts on submission of pro-forma invoice.
2. 50% on intimation of commencement of production of each individual lift on submission of pro -forma invoice.
3. 30% on delivery of 100% materials at site.
4. 10% on handing over of Lifts along with licenses for beneficiary use.
5. LD : If completion period exceeds the agreed duration , LD at 0.5% of gross contract value per week amounting to maximum 5% shall be levied

6. Performance Guarantee: A Bank guarantee amounting to 5% of gross contract value, valid for 18 months shall be submitted before receiving final payment

Validity of LOI :

All techno commercial details contained in this LOI and techno commercial sheet submitted by vendor will hold good irrespective of the fact that there is any variation in other documents including GAD related to this project. Copy of this LOI should be available with manufacturing facility where materials will be produced and offered for inspection. If materials produced are not in line with details given in LOI/techno commercial sheet, materials will be rejected.

If any disputes, differences, claims or liabilities not settled by mutual discussions, both the parties agree to refer such issues to the Arbitration in accordance with the provisions of the " Arbitration and Conciliatory Act 1996" as amended from time to time. Such proceedings will take place in Mumbai.

sZ. Acceptance of terms and conditions and amendment to the contract:

In addition to the above-mentioned terms and conditions, the clarifications furnished by the vendor against our 'Techno-commercial Queries' shall also form the part of these contractual conditions and shall supersede vendor's printed conditions except conditions relating to cancellation of contract, title to the property and Intellectual property and confidential clauses.

Only those amendments of terms and conditions whether technical or commercial, mutually agreed/accepted in writing shall only hold good.

Both parties, during the tenure of this contract, shall co-operate and enhance the reputation Of each other.

Signature and stamp of Vendor

Signature and stamp of the Buyer

Date:

Date:

Stamp

Stamp: