## 7.1.7 The Institution has disabled-friendly, barrier free environment





## Pedestrian friendly pathway





## Ramp

## Disable friendly washroom





Lift

Rest Room



### **PURCHASE ORDER**

Suppliers Copy

Dated. Voucher No. Invoice To 24-Dec-2021 189 MIT Academy of Engineering Alandi 21-22 Mode/Terms of Payment At. Post. Alandi Devachi 100% ADV. WITH ORDER Dehu Phata, Tal.Khed, Dist.Pune GSTIN/UIN: 27AAAAM1206F1Z6 Other Reference(s) Supplier's Ref./Order No. State Name: Maharashtra, Code: 27 Contact: 020 33253500 YOUR PRO. DATED 16/12/2021 233/21-22/ESTATE Destination Despatch through Supplier MITAGE, ALANDI DEVACHIO

Terms of Delivery

W.E.F. 28/12/2021

ONE YEAR CONTRACT

KONE Elevator India Pvt. Ltd. Vimannagar 4th Floor , Anand Square, H. N. 1+ 2 Opp. Symbiosis College, 2, Sakore Nagar, Viman

Nagar, Pune GSTIN/UIN

: 27AAACK2567P1Z1

PAN/IT No State Name

Maharashtra, Code: 27

Contact person Contact

Mr Patel 8999925616

E-Mail

shirish.nimbalkar@kone.com

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SI	Description of Services	Due on	Quantity	Rate	per	Disc. %	Amount
No. 1	LIFT MAINTENANCE CONTRACT ( AMC) Without Spares / Parts of Lift Material.	1 Years	1 Year	29,500.00	Year		29,500.00
	without Spares / Faits of Lift Material.					!	
			!				29,500.00
	Input CGST 9 % Input SGST 9 %						2,655.00 2,655.00
_	Tota	 	1 Year	-		<del> </del>	Rs. 34,810.00
	mount Chargeable (in words)			<u> </u>		<u> </u>	E. & O.E

Amount Chargeable (in words)

Indian Rupees Thirty Four Thousand Eight Hundred

Ten Only TERMS AND CONDITIONS:

You will have to start the work immediately after receipt of this order. The contract period is for one year w.e.f. 28/12/2021 TO 27/12/2022. You will have to arrange min. 10 visits in contract period. ( Unlimited visits in case of failure of lift and visit timing is from 9 am to 10 pm on any days.) You will have to provide maintenance / servicing report each and every visit. If any spares / part found failure then, we will pay the separate cost for the same. No TA / DA to your labour during the contract period. You are fully responsible for the above work if any injury to your labour.

for MIT Academy of Engineering Alandi 21-22

Authorised Signatory

This is a Computer Generated Document

Stores & Purchase

Prepared by

Registrar Checked by **Deputy Director** Reviewed by

Director Forwarded by Director / Executive Director Approved by



### MIT ACADEMY OF ENGINEERING

DEHU PHATA ALANDI PUNE - 412105

S K BARADKAR +912030253500

Contract No: Quotation No: 0041639958

T-0005153156\_2

KONE Elevator India Pvt Ltd 4th floor, Anand square, H.No. 1+2, Opp Symbiosis College, 2, Sakore Nagar, Viman Nagar Pune Maharashtra - 411 014 Tel: 7823924905 www.kone.com

Contact Person: Shirish Nimbalkar shirish.nimbalkar@kone.com 16-DEC-2021

# Your KONE Care™ maintenance

Dear Mr. S K BARADKAR.

Thank you for your interest in KONE maintenance services. Following our discussion, we now have a thorough understanding of your needs and can advise you on an appropriate maintenance solution.

The all-new KONE Care - Flexible maintenance that's tailored to your needs

As you are aware, any moving equipment or component requires to be maintained regularly in order ensure performance and longevity. At KONE, we have developed the KONE Care Maintenance Solutions which cover the maintenance process for Elevators and Escalators, These solutions are a vital ingredient in helping you to ensure the best People Flow experience.

KONE's client portfolio is varied and extensive, with some of the country's top companies and property owners depending on us for a trouble-free maintenance service. Our customers demand a high quality service from a dedicated and reliable network of trained engineers, who are fully equipped to meet the needs and requirements of all our customers, whatever their business or industry.

Enclosed please find the contract document. We would request you to please sign the copies on each page and return to us to enable us, process your instruction as speedily and efficiently as possible.

However should you have any questions regarding our proposal, or require any further information, please do not hesitate to contact us

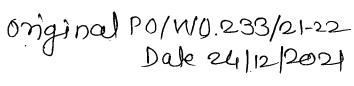
Please don't hesitate to contact me with any questions via shirish.nimbalkar@kone.com/ tel: 7823924905 The offer is valid for a period of 60 days.

Your sincerely,

KONE Elevator India Pvt Ltd Shirish Nimbalkar Assistant Manager - Service Sales shirish.nimbalkar@kone.com

Signed For KONE T-0005153156\_V2 Opp. No: 0011908156

Signed For Customer







## KONE Care™ Maintenance Contract

### 1 Parties

**Customer:** 

MIT ACADEMY OF ENGINEERING

**DEHU PHATA** 

ALANDI PUNE MAHARASHTRA 412105 India

and contractor:

KONE Elevator India Pvt Ltd 4th floor, Anand square, H.No. 1+2, Opp Symbiosis College, 2, Sakore Nagar, Viman Nagar Pune Maharashtra - 411 014 Invoicing address:

MIT ACADEMY OF ENGINEERING

**DEHU PHATA** 

ALANDI PUNE MAHARASHTRA 412105

This Contract has been prepared in two identical counterparts, one for each Party. We hereby agree to the General Terms and Conditions as detailed in the Appendix.

# 2 Equipment groups covered by the contract

		<del>(*)</del>	
Group name		Elevators	1st year Annual value without taxes
Default group		1	INR 29,500.00
Total			INR 29,500.00

- 3 Summary of the services
- 3.1 Default group Group
- 3.1.1 Essential services





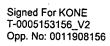
		1		***			
KONE Modular based maintena	ince™						<del></del>
24/7 service		•				•	
KONE Customer Care Centre™					The sufficiency of		
3					n, di		
Number of agreed service visit	s per annum						1
North and a second	Tan Tan Tan Tan Tan		*			Elevato	ors
Services and Options						***	
						Ш	
						<u>,~,</u>	

## 3.1.2 Repair and breakdown services

	Ü
Services and Options - →	Elevators
Repair coverage	
All parts and components fitted by KONE will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and functionality.  KONE's liability to the CUSTOMER for any defects in design, materials or workmanship relating to parts and components shall be limited to the replacement of spare parts or components as defined by this Article.	
a) If any component is rendered defective affecting equipment performance, repair or replacement of the component will be done on a chargeable basis. Any replacement which is less than Rs. 500/- will be carried out without prior sanction and a bill will be submitted. For repair or replacement value more than Rs. 500/- prior approval will be taken. Approvals must be given within 2 days of notice failing which KONE will not be responsible for any consequent breakdown or accident and such breakdowns will be attended on a chargeable basis.	•
Any other equipment or accessory not forming part of the initial supply of the equipment although provided as a necessary accessory by or to the customer .This includes Accessories such as EBD / KRD , Intercom , LAS ;BMS,DCS,E-Link & Group Indicators	•

## 3.1.3 Performance sérvices

Service hours for scheduled maintenance (modular-based)		
Breakdown service covered during Kone normal working hours	7	•
Breakdown service execution time covered by the contract		
	Eli	evators
Services and Options -		
		ш.
	and the second s	1







#### 4 General contract information

General contract agreements	
Contract start date	11-DEC-2021
Contract end date	10-DEC-2022
Invoicing	Yearly in Advance
Payment Terms	Payable Immediately Due net
Annual Increment on Basic Price	Mutually agreed percentage on previous year's Basic Price

### **Price**

Contract Price per annum, net excluding taxes	Rs. 29,500.00
CGST @ 9.00 %	Rs. 2,655.00
SGST / UTGST @ 9.00 %	Rs. 2,655.00
Contract Price per annum, including taxes	Rs. 34,810.00

#### 5 The following enclosed Appendices form an integral part of this contract

Appendix 1 - Equipment covered by the contract Appendix 2 - General terms and conditions

Signed by KONE Elevator India Pvt Ltd

Signed by MIT ACADEMY OF **ENGINEERING** 

Name: Shirish Nimbalkar

Title: Assistant Manager - Service Sales

Date:

Name

Title: 3 force Purhaye dept. Email ID: a kighe @ admin. Macpune.acir. Phone #: GST#: 982-924093



# Appendix 1: Equipment covered by the contract

Equipment number			ding doors	1st-year annual price without taxes (Rs)
42671311	408	4	·	29,500.00





# Appendix 2: General terms & conditions

**KONE** Care™

## GENERAL TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

### 1. DEFINITIONS

The following defined words and phrases shall have the following meanings:

Term	Description
"Commencement Date"	The date of commencement of the Contract
"End date"	The end date of the contract as set out in contract
"Contract"	The contract entered into between KONE and the CUSTOMER regarding the provision of Maintenance Services
"Equipment"	The Elevators / Escalators listed in the Contract, and related components and parts which are a part of the original supply
"Legislative Requirements"	All applicable regulatory and legislative requirements, laws, statutes, regulations and requirements and/or orders set out by any competent authority
"Maintenance Services"	All services to be performed by KONE with respect to the Equipment pursuant to the Contract
"Normal Working Hours"	The time as specified under the "Contract Details" section
"Party" or "Parties"	The Customer and/or KONE
"Price"	Consideration payable to KONE by the CUSTOMER for the performance of the Maintenance Services

### 2. PROVISION OF SERVICES BY KONE

KONE shall perform the Maintenance Services as agreed to in the Contract and in these General Terms and Conditions. In performing the said services, KONE shall take all reasonable steps to maintain the Equipment in proper operating condition. KONE shall use trained and appropriately supervised personnel to perform the Maintenance Services. The Maintenance Services shall be conducted during the Normal Working Hours. KONE during its normal working hours, shall send at regular intervals and as frequently as the Company thinks necessary, having regard to the age, nature and condition of the elevator, a technician to systematically inspect, adjust and lubricate the parts of the elevator to the extent necessary to maintain the elevator in satisfactory working order. If not separately agreed, any work conducted outside the Normal Working Hours is not included in the Price and shall be invoiced separately. KONE will supply all lubricants (made as per standards of KONE) necessary for this purpose.

Upon notification by the customer of a breakdown or failure in the elevator, KONE shall send, as soon as may reasonably be possible and during KONE's normal working hours, a technician to carry out necessary repairs in order to restore

the elevator to satisfactory working condition. In performing the services described, KONE will replace (identical or equivalent item) or rectify at its option any component of the elevator rendered defective due to normal wear and tear and arising out of ordinary and reasonable use of the elevator except for such items and conditions which are excluded hereunder as particular and general exclusions. The parts which are replaced shall become KONE's property. KONE will carry out according to its standards customary annual safety test to examine all safety devices. KONE will not be required to make any other tests. KONE will neither be required to install new attachments nor to make replacements with parts of a different design to the elevator whether or not recommended or directed by Insurance Companies, or by Governmental or Non-Governmental authorities.

KONE reserves the right to keep the control cubicle locked. The Equipment under contract will remain out of commissioning while the maintenance process is being carried out. No one will be allowed to use the Equipment during this period.

## 3. PROVISIONS BY THE CUSTOMER

The CUSTOMER shall promptly inform KONE of any unsatisfactory operation or performance of the Equipment, any accidents or incidents involving the Equipment or any change in the use of the Equipment. The CUSTOMER shall provide a safe and adequate working environment for KONE personnel and reasonable access to carry out the Maintenance Services. The CUSTOMER shall be responsible for all wiring in the building structure and power supply necessary for the functioning of the Equipment. The CUSTOMER shall be responsible for any power supply fluctuations or failures causing damage to the Equipment. The CUSTOMER shall comply with all applicable Legislative Requirements, including occupational safety and health regulations.

The CUSTOMER shall keep sills, machine room and pit clean. The CUSTOMER shall instruct all persons using the elevator to use it all times in accordance with KONE's reasonable instructions. The CUSTOMER shall ensure to prevent misuse or vandalism of the elevator

The CUSTOMER shall ensure that two trained persons in the building will be available for emergency rescue of trapped passengers. The CUSTOMER shall nominate two persons by name and designation for intimating breakdowns if any, to KONE with clear understanding that instructions of only such persons will be attended by KONE.

The CUSTOMER shall keep the Machine room under lock and key.

The CUSTOMER shall not to allow any other person, either his own or a third party to meddle with, repair or rectify any of the elevator components during the subsistence of this contract with the explicit understanding that any breach of this clause will relieve KONE of all further obligations under this contract.

Signed For KONE T-0005153156\_V2 Opp. No: 0011908156





### 4. PAYMENT AND ADJUSTMENT OF PRICE

Unless otherwise stipulated in the Contract, the Price is due annually in advance by means of Cheque / DD / Online Transfer shall be settled against submission of pro-forma invoice OR within 5 days from receipt of the invoice by the CUSTOMER. The Price may be adjusted annually by KONE in accordance with any increase in the cost of performing the Maintenance Services during any invoicing period. Any such variations will be made according to the price adjustment percentage agreed between the Parties. Further, KONE reserves the right to adjust the Price in the event the main purpose of use of the Equipment materially changes during the Contract Duration Period or in the event new Legislative Requirements enter into force which materially changes the scope of the Maintenance Services or the costs of providing the said services.

The CUSTOMER shall pay in addition to the contract price mentioned here, any tax imposed upon the CUSTOMER, or KONE or KONE's suppliers by any existing or future law, or under any statute, court decisions, rules or regulations becoming effective after the date of this proposal which is based upon or incident to the use, ownership or possession of the materials or equipment involved in the performance here of or service rendered hereunder.

#### 5. DELAYED PAYMENT BY THE CUSTOMER

If the payment of any amount due under the Contract is delayed, KONE shall be entitled to charge interest on such sum at the rate of eighteen per cent (18%) per annum on amount unpaid as per payment terms after date of invoice. KONE shall also have the right, without prejudice to other remedies, to suspend immediately the provision of the Maintenance Services until the payments due to KONE (with interest) have been paid in full.

#### 6. KONE PARTS AND COMPONENTS

All parts and components fitted by KONE will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and functionality.

It is hereby specifically agreed that KONE would not in any way be liable to replace or repair free of charge, under this contract any damage caused to all or part of the elevator as a consequence of a faulty electrical system, power fluctuations, third party interventions, fire, water seepage flooding etc.

In such an event all repairs and replacements as may be necessitated would be carried out at the cost and expense of the customer. It is recommended that the customer should take adequate protection from Insurance or similar companies to safe guard the equipment for damages that would occur due to such causes. In such an event the cost of repair or replacement should be reimbursed to KONE without any conditions or limitations.

Where materials, component parts or assemblies are no longer available due to obsolescence or if they have been permanently taken out of production by the original supplier, then the supply and use of alternative replacement materials, component parts or assemblies (as the case may be) will be at the cost of the Customer.

In the event KONE consider themselves unable to supply any materials or parts for the purpose of this Agreement, then this agreement shall forthwith terminate without prejudice to KONE's accrued rights and without any liability to KONE for such termination.

#### 7. LIMITATION OF LIABILITY

Notwithstanding any other provisions or indemnities in this Contract, in no event shall KONE be liable to the other party for any loss of profit, use, contracts, business, customers, good will, contractual liabilities of others or for any indirect or consequential loss or damage, which may be suffered by the other party in connection with the Contract. KONE's maximum aggregate liability under or in relation with this Contract shall in no event exceed an amount equal to one year's Contract value per equipment.

# 8. FORCE MAJEURE AND RELEASE FROM RESPONSIBILITY

KONE shall not be liable for any failure to fulfill any of its obligations under the Contract to the extent that such fulfillment is prevented by circumstances beyond KONE's reasonable control, including but not limited to acts of God, epidemic, acts of government, war, civil commotion, terrorism, material shortages, transportation delays, labour unrest, theft, vandalism, misuse of Equipment, failure of incoming power supply, fire, flood, adverse climate conditions or natural disasters.

#### 9. PROPRIETARY RIGHTS

The proprietary rights to any drawings, technical documentation, software or other intellectual property provided by KONE in the course of and in connection with performance of the Maintenance Services, shall remain solely with KONE. KONE is not expected to assume possession or Management of any part of the equipment and the customer remains exclusively as the owner.

### 10. TERMINATION OF CONTRACT

The Contract shall remain in force for the Contract Duration Period, unless cancelled in writing by either party, by issuing 90 days notice prior to the desired date of termination. Either Party may terminate the Contract, without satisfying the above time requirements, by giving a written notice to the other Party in the event that the other Party goes into liquidation either compulsorily or voluntarily, or a receiver, administrator or administrative receiver is appointed in respect of the whole or any part of its assets, or if the other Party commits a material breach of the Contract and the said breach has not been remedied within thirty (30) days after receipt of written notice setting forth particulars describing the alleged breach. Further, KONE has the right to terminate the Contract in the event the main purpose of use of the Equipment has materially changed during the Contract Duration Period or the Equipment is serviced or repaired by a third party without the prior written approval by KONE during the Contract Duration Period or the ownership of the building where the Equipment is located is changed.

Signed For KONE T-0005153156\_V2 Opp. No: 0011908156

Signed For Customer

Store & Surchase

Dept.

7(8)



In the event that the Contract is terminated by either Party as set out above, the CUSTOMER's obligations to make payments due under the Contract shall survive the termination and KONE shall be entitled to receive payments from the CUSTOMER for any Maintenance Services performed before the effective date of termination. KONE, in turn, shall return any payments made by the CUSTOMER for Maintenance Services not yet performed, except in the event of termination due to the CUSTOMER's default. In the event the Contract is terminated for any reason whatsoever any Equipment specific maintenance productivity tools will be removed, unless the Customer wishes to purchase such tools at the prevailing market price.

In all circumstances where the Contract is terminated other than for KONE's breach, insolvency or repudiation, a termination fee shall become payable by the CUSTOMER, without prejudice to any of KONE's other rights. The said termination fee is equal to 30% of the Price payable by the Customer for the remaining term of the Contract but for the termination. The Parties agree that the said termination fee is a reasonable pre-estimate of the loss suffered by KONE as a result of the termination.

#### 11. APPLICABLE LAW

In the event of difference or dispute arising out of, under or in connection with this contract / agreement, over the right of obligation of parties hereto, the dispute or difference shall be referred to the Arbitration of a Sole Arbitrator, to be appointed by KONE. The Contract will be governed by the laws of India and the courts of Chennai shall have exclusive jurisdiction over any disputes between the Parties relating to the Contract. and the Provisions of the Arbitration & Conciliation Act 1996 (including any amendments thereto) shall be applicable to such Arbitration award shall be final and binding upon the parties.

### 12. RESCUE TRAINING

As a part of maintenance, KONE intends to provide basic training to CUSTOMER with respect to rescuing passengers entrapped in elevators under certain limited circumstances. The objective of providing rescue training is to enable the CUSTOMER to understand and identify the risks involved in relation to elevator entrapment situations and related rescue operations, what kind of rescue operation is needed, whether the needed rescue operation can be conducted by the CUSTOMER, and further provide knowledge and teach practical skills needed in the rescue operations. The training would include on site demonstration of limited rescue operations that needs to be taken into account when rescuing passengers including the "dos and don'ts".

This training shall be provided by KONE to the CUSTOMER as a one-time exercise free of cost at the request of CUSTOMER, for any two of the representatives nominated by the CUSTOMER. Subsequent training required to be provided by KONE at any future point of time shall be chargeable on a mutually agreeable basis.

After providing training, KONE and CUSTOMER shall record the fact of having provided such basic training in the format prescribed by KONE. This shall include the names and positions of the CUSTOMER's representative who have participated in the said training. KONE shall always keep the determining record of who have participated in the training.

The CUSTOMER or their representative who has been so trained can thereafter engage in rescuing passengers entrapped in an elevator using solely the methods as trained by KONE.

The CUSTOMER and their representatives acknowledge and understand that they shall not engage in rescue operations for which they are not trained and shall not attempt to rescue any persons following processes, other than those for which they have been trained by KONE. This training shall be valid only for the validity of this contract.

CUSTOMER hereby voluntarily release, forever discharge and agree to indemnify and hold harmless KONE, its directors, officers, employees; agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE from any and all liability, claims, demands or causes of action which may be in any way connected with the participation of the CUSTOMER and/or their representatives in the training activity including all such claims which allege negligent acts or omissions of KONE.

It is specifically agreed that the training provided by KONE shall not absolve the CUSTOMER or their representatives from any negligent and/or any acts of omission or commission that may result in any accident / cause damage either to the entrapped passengers or to the property. KONE shall not be held responsible for any consequences arising out of rescue undertaken by the CUSTOMER or their representatives whether the rescue is happening before, during or after any training provided by KONE. CUSTOMER agrees to indemnify KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE against claims, demand, prosecution and/or any charge arising therefrom.

#### 13. MISCELLANEOUS

The Contract constitutes the entire agreement between the Parties, and supersedes all prior negotiations, understandings, representations, and agreements between the Parties, if any. The CUSTOMER represents and warrants that in deciding to enter into the Contract, the CUSTOMER has not relied on any information supplied or statements made by KONE except those set forth in the Contract. The Contract may be amended or varied only by a written instrument signed by duly authorized representatives of both Parties. Any Purchase orders / Work orders issued by the CUSTOMER in connection with the Maintenance Services shall be deemed to be issued for the CUSTOMER's administrative billing purposes only, and the Parties hereby intend that the terms and conditions of the Contract shall exclusively govern any services to be provided hereunder. None of the conditions of the Contract shall be considered waived by either Party unless such waiver is given in writing by the Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract, unless expressly stipulated in such waiver. This Contract can be freely assigned by KONE to any other KONE within KONE group without the prior consent of the Customer. Notwithstanding any transfer of ownership of the building where the Equipment is located or change of the property manager of the said building, this Contract will continue in full force and effect until the end of the Contract Duration Period.

Signed For KONE T-0005153156\_V2 Opp. No: 0011908156

