

COMPREHENSIVE MAINTENANCE CONTRACT

(SPARES INCLUDED)

We propose to maintain THE ELEVATOR described hereinafter, in a safe operating condition, subject to and in accordance with the Terms and Conditions hereof.

1. SCHEDULE OF THE ELEVATOR (THE ELEVATOR) & LOCATION

SILICON make lift One no and the above address location

2. TENURE

We propose to maintain the above elevator (s) for the period from to

3. SILICON SERVICES

3.1. We or our authorized representatives will employ well trained and appropriately skilled personnel to keep THE ELEVATOR properly adjusted and carry out Planned Preventive Maintenance.

3.2. We propose to offer Twelve (12) maintenance services in a contract year.

3.3 We propose to attend all Breakdowns, during normal working hours on normal working days, and provide emergency release (Passenger struck in the case) service round the clock, on all days.

4. PARTS COVERED

4.1 We propose to clean, lubricate and adjust all elevator parts.

4.2 We will repair or replace free of cost the following with same or similar parts like: Main steel ropes, Governor steel ropes, compensating chain , gear box, brake liners, coils and assembly, motor, motor encoder, machine traction sheave, deflector sheave, variable frequency drive, door drive, governor & tension pulley assembly, door operating assembly, gate/door retiring cam and coil, door hangers, rollers and gibs, all controller components, traveling cables, junction boxes and connectors, copper wiring to the controller/selector and all hoistway equipments, hoistway leveling, slowdown stopping and safety switches, car and counter weight guide rails, car and counterweight steel frames and guide shoes, car platform, car safety mechanism, buffer springs, door or gate locks and switches, car and landing buttons, indicators and signal fixtures.

4.3. we propose to replace or repair, free of charge, all elevator parts detailed in 4.2 which in our opinion are defective on worn out and the replaced worn out parts, become our property.

4.4. We will not repair or replace free of cost any parts not detailed in 4.2 like: Door Sensor, door frames and other architectural features, landing and car door / gates and sills, door closer, handles and hinges, hoistway lighting and power cables, meter and machine room main switches & circuit breakers, car enclosure panels, fan, false ceilings,

light diffusers, light bulbs, fluorescent tubes, chocks and starters, mirrors, hand railings, floor tiles, coverings and carpets, batteries, power failure/emergency rescue device, UPS, security system and intercom etc.,

5. WORNOUT PARTS:

The parts listed below, show considerable wear and tear, and will have to be replaced in the near future. To provide maximum utilization of these parts, we accept them in their present state, on the condition that you propose to bear the cost of the same, at the time of replacement, in addition to the contract price.

1. nil
2. nil

6. CONTRACT PRICE:

6.1 The contract price will be charged at an annual rate of Rs.....

The contract price is subject to change at the end of contract year.

6.2 THE CUSTOMER shall pay in addition to the contract price, any additional taxes or levies imposed on, or attracted by this contract under any rules or regulations.

6.3 The contract price with the taxes shall be paid annually in advance
i.e. Rs..... + Tax

6.4. On failure to make outstanding payments, we reserve the right to either reduce the period of our service in the contract year or invoice THE CUSTOMER a late payment charge @21% (twenty one percent) per annum on the unpaid balance from the due date of payment.

6.5 Any services beyond the scope of this proposal, will be charged over and above the contract price agreed upon. No work or services, other than mentioned hereof is included or intended.

6.6 THE CUSTOMER shall have no right to set-off/refund against sums due under the Agreement, any sums, which may be or which you may believe to be, due to THE CUSTOMER from us.

7. CHARGEABLE SERVICES:

7.1 We reserve the right to charge THE CUSTOMER for false or nuisance breakdown services or by any reason of any cause which is beyond our control.

7.2. THE CUSTOMER will be invoiced by us for supply and fixing or repairing charges of any parts detailed in 4.4 which in our opinion are defective or worn-out.

8. CUSTOMER'S RESPONSIBILITIES:

8.1 THE CUSTOMER will

a) provide adequate lighting, ventilation, cooling, moisture and dust control, and rain water protection to THE ELEVATOR, hoistway, machine room and pit and keep the

equipments, not covered by us, in good and clean condition, keep the machine room locked and free of any storage or occupation, and also keep the hoistway and pit clean of water seepage and rubbish.

b) provide free, unhindered and safe access to THE ELEVATOR machine room, hoistway and pit and not to allow any persons or organizations, other than us or our authorized representatives, to carry out any alterations or repairs of THE ELEVATOR.

c) display any publicity material, and materials relating to the safe use of THE ELEVATOR and precautions to passengers.

d) report of any malfunction, unsatisfactory running or dangerous working of THE ELEVATOR, and will keep THE ELEVATOR out of service and take all precautions to prevent its access or use, till such time, the defect is rectified by us.

e) with due concern to elevator hygiene, keep in good and clean condition the car enclosure, door panels, frames, collapsible gates, floor tiles/coverings, hoistway, machine room and pit.

8.2. THE CUSTOMER shall be entitled to terminate the agreement forthwith by giving us sixty (60) days notice in writing.

8.3. THE CUSTOMER shall forfeit all advances paid towards this contract if termination is not intimated to us in writing.

9. SILICON RIGHT

We shall be entitled to terminate the agreement forthwith in any of the following events and our liabilities hereunder shall, therefore cease and you shall forfeited all advances paid towards this contract.

9.1. where THE CUSTOMER:

a) without our consent, carried out any work or alterations on THE ELEVATOR by other persons or organizations, other than us or our authorized representatives.

b) fail to pay any monies, under the agreement by the due date.

c) refuse or fail to carry out work or replacement, detailed in 4.4 of the Agreement within reasonable period of time, after a written notice from us, that such work or replacement is necessary.

d) fail to comply with any of your responsibilities detailed in 8.1

e) fail to produce the "Licence to Operate the Lift" issued by the Inspector of Lifts, Mumbai.

9.2 Where we

a). are prevented from performing any obligation under the agreement.

b). or our authorized representatives are subjected to verbal abuse, physical threat and hazardous working environment at site.

9.3 where the legal and beneficial ownership of the building has changed.

10. MISCELLANEOUS

10.1 In order to keep pace with fast changing technology and to make it user friendly, the outdated and obsolete parts needs to be upgraded and replacement will be carried out on chargeable basis after allowing suitable rebate for existing parts.

10.2 We do not assume or accept possession or management of any part of THE ELEVATOR, but such remains exclusively yours, as the owner or lessee thereof.

10.3 We will not be required to comply to the reports, recommendations or observations of other elevator organizations except Government authorities regarding the functioning of THE ELEVATOR.

10.4 We reserve the right to alter the Terms & Conditions mentioned therein, from time to time as and when deemed necessary.

10.5 This proposal, when accepted by you and approved by our Authorised Signatory, shall constitute the terms and conditions of the Agreement between us, and all prior representations or Agreements not incorporated herein are superseded.

10.6 We will not be liable for any loss, damage or delay due to any cause beyond its reasonable control, including, but not limited to embargoes, acts of government, strikes, lockouts, fire, accidents, explosions, theft, riots, civil commotion, war, malicious mischief, bandhs , acts of God, or third party.

10.7 The Agreement shall be deemed to be concluded at TRICHY, and only courts in this place shall have jurisdiction in the event of any dispute, whatsoever.