

AGREEMENT

Articles of Agreement (“Agreement”) made this _____ of
2021 between RWA, s Society (hereinafter referred to as “RWA” which
expression shall mean and include its successor in office, executor,
administrator and assignees) of the one part and M/S
(Hereinafter referred to as ‘**Contractor**’ which expression shall include
his heir, executor, administrator and assignees of the other part.

WHEREAS RWA is desirous of getting in continuation of the Annual
Maintenance Contract (AMC) of the lifts for one year of Residents
Welfare Association Society in the following terms & conditions: -

1.0 GENERAL TERMS & CONDITIONS:

1.1 The period of the AMC of the lifts shall be for one year only.

1.2 The RWA reserves the right to cancel the contract without assigning
any reason at any time during the period of the AMC, if the service is not
found to be satisfactory.

2.0 WORK INCLUSION IN CONTRACT:

2.1 The firm shall ensure for proper up keepment and maintenance of the
lifts as per standard procedure of the Manufacturer of lifts includes the
charges of replacement of the following components:

Thrust bearing , drive sheaves bearing , brakes contact, lining &
components, motor winding, rotation elements , traction machine,
controller, commentators, brushes brush, brush holder, bearing, coils
resistance for separating and motor circuits, magnets frames and other
mechanical parts, selector , leveling Devices, Cams, relays, solid state
components e.g. .PCB, Transducers Resistors, condensers power
amplifiers, transformers , contact leads dash pots , timing device , steel
selectors tapes and mechanical & electrical driving equipment’s
Governor’s sheaves ,shaft assembly , bearing contacts and governor’s
jaws, car & hall buttons , car & hall position indicators, automatic rescue
(ARD), landing signal fixtures, hoist way enclosure , hoist way, car door,

door beading door frame and all other element as installed & supplied by manufacturer of lifts.. The firm shall replace any parts with genuine parts of the manufacturer of lifts under the intimation & supervision of the official of the RWA.

2.2 Automatic Rescue Device (ARD) system shall be checked at regular interval basis and in case of ARD break down, the agency shall attend the same on emergent basis.

2.3 The firm shall keep bare minimum components as spare with them so that replacement of major break down can be done in a time frame of 72 hrs. from lodging complaint for repair/replacement of the following items.

(a) Rewinding/replacement of main motors

(b) Winding gears.

(c)Sheave or main rope replacement

(d) Speed governor rope

(e) Brake shoe liner.

(f) Transformer/ rectifiers.

(g) Trailing cable replacement

(h) Brake magnet/ door drive motor rewinding or replacement

2.4 The firm shall carry out monthly, quarterly & seasonally maintenance as per guide lines of OEM manual as per schedule. In addition to it they have to attend the break down as and when required. the servicing of the lifts will be done in the supervision of the officials of the RWA.

2.5 Service the lifts at regular intervals and as frequently as the company deems necessary based on the age, nature and condition of the lift and firm will take all reasonable care and maintain the equipment in safe and proper working condition.

2.6 Tenderer shall display any publicity material relating to safety /use of equipment and warning to passengers in connection with the use of the elevators as required RWA.

2.7 To include the following: Clean elevator pits, car top, car sills, hall sills, hall door tracks, car door tracks, machine room floor, controller, cleaning as needed. All electrical relay control etc. should be kept at a dust free level.

2.8 The agency shall be responsible to bear the cost of replacement of any part due to damage cause to any part of lifts as a result of mishandling, while repairing of the lifts.

2.9 All lift license renewed from concerned Authority by the contractor annual after fulfil the terms & conditions of State Government.

3.0 WORK EXCLUSION IN CONTRACT:

3.1 The maximum repair of the defective components related to elevator is covered under maintenance contract. However, replacement of the car flooring, handles of door and gate, door glasses sills push box cover in landing and car, electric incoming mains, main switch, EPABX Telephone intercom, all kind of TFT/LED/LCD displays, access control system, fan and light fittings, mirror, alarm bell and buzzer, emergency light, alarm device &batteries.

3.2 Tenderer would not in any way be liable to replace or repair free of charge under this contract if any damage is caused to all or part of the elevator as a consequence of fire, water seepage, flooring, thefts, lockout etc. or any other cause beyond tenderer's control. In such an event all repairs and installation as may be necessitated would be carried out at the cost and expenses of the RWA/RWA.

4.0 CALL BACK SERVICE & DOWN TIME

4.1 Call back service will be provided w.e.f. 9AM to 6 PM in case of any emergency the service may be provided beyond this timing without any extra payment.

4.2 In the event of non-compliance of the instruction, terms & conditions or complaints remains unattended for 24 hrs. or serving of the lift is not done within stipulated period the RWA reserves the right to get the defect removed or serving done by other firm at the risk & cost of the firm.

5.0 PENALTY:

The complaint and defects shall be attended and make good within 24 hrs. after the lodging of complaint failing which the penalty @5% of monthly charges per day for that period shall be deducted from the bill.

6.0 PAYMENT:

6.1 RWA will make the payment in quarterly subject to verification of the bill by RWA representative. While submitting the bill, the firm shall furnish a satisfactory working certificate of the lifts from the officials along with monthly serving done by the firm.

6.2 The GST amount shall be paid as extra to the tenderers as per provisions of GST Act from time to time.

6.3 Income tax or any other tax shall be deducted at source as per rules.

7.0 RESCUE TRAINING

The firm shall provide Rescue Training to those people who will be authorized by RWA at site.

8. Parties here to shall respectively aside by submitting themselves to the conditions and perform the agreement on their part respectively as per above terms and conditions.

1. Signed by the said
RWA (First Party)
General Secretary

.....

RWA Society

2. Signed by the said
Contractor (Second Party)
M/s

**In the presence of
of**

Signature

.....

Address.....

in the presence

Signature

.....

Address.....

Bill of quantities & rates for Annual Maintenance Contract of Nos Passenger Lifts for Residents Welfare Association.....

S No.	Description of work	Unit	Quantity	AMC Rate for each lift for each year (Rs)	Total Annual Amount for each year (Rs)
1.	Annual Maintenance Contract for Passenger 544 Kgs, 10 Floor (....) Lifts for a period of one year.				
2	Annual Maintenance Contract for Passenger 884 Kgs, 10 Floor (.....) Lifts for a period of one year.				
	Total			
	Rs				

RWA
General Secretary

M/S