

Ref No: SKPL T2 /AMC/2024-27/1

Date: 17/01/2024

**SEMI-COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AGREEMENT**

This agreement is executed at Mumbai on this 17<sup>th</sup> Of Jan 2024

This agreement is entered into between

Saichand elevators pvt ltd ashirwad industrial premises co-op. society, bldg no.5, 2nd floor, unit no. 257 ram mandir road, goregaon (w) mumbai: - 400104.

AND

Semolina Kitchens Private Limited Mumbai terminal T2 1st floor, A Block, Shivsagar estate, Dr Annie Besant road, Worli Point, Mumbai 400018

**Contract Tenure:**

This contract is effective from 01-02-2024 to 31-01-2027 for period of 36 months. We also reserve right to terminate or extend the contract any time with or without assigning reason.

**SCOPE OF COMPREHENSIVE RISK PROTECTION MAINTANENCE CONTRACT**

- Unlimited breakdown Calls
- Any number of breakdown calls shall be attained during normal working hours under this contract.
- Resolution time same business day if the call is logged before 3 PM, else next business day.
- Breakdown calls lodged on Sunday /Holidays will be attended next working d a y

**Place of Service**

Semolina Kitchens Private Limited Mumbai terminal T2 1st floor, A Block, Shivsagar estate, Dr Annie Besant road, Worli Point, Mumbai 400018

- SEPL will send during the normal working hours one or more of their trained lift maintenance personal for maintenance inspection to check up the lift installation as well as to clean, oil and adjust all those parts where such service is necessary once in two months.
- SEPL, service men will attend to the lifts when called upon during normal working period.

**Scope of work**

- Attending all breakdown calls within normal working hours.
- SEPL, will if found necessary repairs, free of cost those parts, which in their opinion are worn our as ls result of fair wear and tear, during the contract period.
- The parts which will be repaired free of cost,
- Transformer, contactor, Cabin guide shoe liner and CWT guides shoe liners, landing lock spares, final limit switch spares, Terminal switch spares, indicator lamps, push button parts, bell,
- All unserviceable
- worn out parts, owner shall return free of payment SEPL, whenever so required at the time of repairs and or replacement.
- If, however, any parts is in the opinion of SEPL, broken due to accident or willfully damaged by the

- users or third party the cost of replacement of such broken or damaged parts will be payable by the owner to SEPL.
- SEPL, will charges extra for any modernization accessories or complete units, oils other than those mentioned above. If any damage water leakage on lift parts, rat bite wire, pipes and other than any willfully
- damage or due to any other natural calamities and due to mishandling of elevator.
- The Semi - comprehensive contract doesn't include V3F Drive, Machine and Door operator drive.

Commercial Terms:

ELEVATORS Annual Maintenance charges will be applicable As per Quote,,

- **Payment Term:**

To be paid monthly after submission of Approved Invoice Invoice to be submitted along with the detail monthly report signed off by Maintenance Incharge & General Manager Business (SKPL) on Maintenance SLA and deliveries as per Contract



**Limitation of Liability:**

In no event we will be liable for any consequential losses whatsoever direct or indirect arising out of or damage caused by fire, rain, storm, theft etc.

**Termination:**

Either party may terminate the agreement at any time by giving one (1) month notice to the other party or the contractor shall refund the proportionate balance amount out of the total amount paid to them by SKPL for the unexpired period out of the total period for which agreement is executed.

**Notice:**

All notice and other communication hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by registered mail, to the intended recipient thereof at its address shown-herein above or to such other address as the intended recipient may specify in a notice pursuant to this section.

**Arbitration:**

All disputes & differences arising out of connected with this contract failing amicable settlement will be referred to a mutually approved arbitrator, Mumbai.

**Quality of Spares:** The equipment parts replaced must be new and equivalent in performance of existing parts.

**Escalation Matrix:**

SAICHAND ELEVATORS PVT. LTD, will provide contact number for each site technician for attending complaints, Escalation matrix should be followed as mentioned below

- **Level 1:** complaint should be logged with Service coordinator: Email id [sales@scelevators.com](mailto:sales@scelevators.com),
- Contact No 022 69794755

The Parties herein shall resolve all disputes in connection with this Contract amicably by mutual negotiation, failing which, the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be referred to a sole arbitrator to be appointed mutually by both the Parties and failing agreement, as per the provisions of the Act. The venue of arbitration shall be Mumbai and the language of arbitration shall be English. All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the Parties respectively.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands to these presents on the day, month and year first above written.

Signed Sealed and Delivered by

Semolina Kitchens Private Limited

Through its authorized signatory

Signed Sealed and Delivered by

SAICHAND ELEVATORS PVT. LTD

Through its authorized signatory