



ALL INDIA INSTITUTE OF AYURVEDA (AIIA)  
GAUTAMPURI, SARITA VIHAR, MATHURA ROAD, DELHI 110076  
(India)

Website: [www.aiaa.gov.in](http://www.aiaa.gov.in)

Email: [estate-dept@aiaa.gov.in](mailto:estate-dept@aiaa.gov.in)

Phone Number: 011-26950401/02

F. No: J-11/5/2020-AIIA

Dated: 19/03/2026

**Sub.: Notice Inviting Objections/Comments on CAMC of 09 Nos. lifts of M/s Schnidler India Pvt. Ltd. make installed in All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi -reg.**

The procurement of CAMC of 09 Nos. lifts of M/s Schnidler India Pvt. Ltd. make installed in AIIA, New Delhi under Proprietary Article basis for the period of 03 years (renewal on yearly basis subject to satisfactory performance of the service provider or discretion of the competent authority, AIIA, New Delhi.

2. The specifications of the lifts, PAC certificate from the department and vendor with rate declaration certificate from the vendor are attached herewith.
3. The above documents as mentioned in Para 2 are being uploaded in public domain to invite comments/objections, if any, from the manufacturer/supplier regarding proprietary nature of the equipment/items within 10 days from the date of issue of this notice i.e., 19.03.2026 by giving the reference No. as J-11/5/2020-AIIA and date mentioned above. The comments/objections along with all relevant supporting documents should be received by post to the office of the Estate officer, AIIA, Room No.- 521, 5<sup>th</sup> Floor, Academic Block, AIIA, Gautampuri, Sarita Vihar, New Delhi- 110076 or by email address [estate-dept@aiaa.gov.in](mailto:estate-dept@aiaa.gov.in)/[je-maintenance@aiaa.gov.in](mailto:je-maintenance@aiaa.gov.in) mentioning above subject in subject line of email on or before 03.04.2026 In case, no objections received, it will be presumed that no other vendor is having any comment to officer and case will be decided on merits to finalize the procurement.

*Ankur Tripathi*  
Dr. Ankur Tripathi  
Estate Officer, AIIA

**Encls.:**

1. PAC Certificate from user
2. Certificate from Supplier

**Proprietary Article Certificate under rule No. 166 of GFR, 2017**

Proprietary Article Certificate in the following form is to be provided by the Ministry/Department before procuring the goods from a single source under the provision of sub Rule 166 (i) and 166 (iii) as applicable.

(i) The indented goods are manufactured by M/s Schindler India Pvt Ltd.

(ii) No other make or model is applicable for the following reasons:

- 1) M/s Schindler has intellectual property right on spare parts of the lifts.
- 2) services are easily available with OEM.

(iii) Concurrence of finance wing to the proposal vide:.....

(iv) Approval of the competent authority vide:.....

[Signature]  
13/03/26  
 Junior Engineer (Maint.)

Signature with date and designation of the indenting officer

[Signature]  
13.3.26

Signature of the Head of the Department

With office seal

Date:

**Schindler**

Dated-11.03.2026

Ref. No-SIPL/DEL/AK/DSCI/26-27

To,  
All India Institute of Ayurveda  
Mathura Road, Gautampuri, Sarita Vihar, New Delhi, 110076

**OEM Certificate**

Dear Sir,

This is to certify that we, Schindler India Pvt Limited are the original equipment manufacturer of the lift spare parts quoted and installed at All India Institute of Ayurveda Mathura Road, Gautampuri, Sarita Vihar, New Delhi, 110076

We have intellectual property right on these parts.

Thanking you.

Yours Sincerely,



Schindler India Pvt. Limited  
(Bhargavi Saraf)  
Sr. Account Executive - EI Sales  
Mob No -8447738758

Schindler India Pvt. Ltd.  
Schindler House, Main Street Hiranandani  
Gardens Powai, Mumbai - 400076

Tel: 1800-209-5438, Email: [schindlerconnect.in@schindler.com](mailto:schindlerconnect.in@schindler.com)  
website: [www.schindler.in](http://www.schindler.in), CIN No. U29150MH1997PTC112690



**Schindler**

Dear Team,

With reference to our discussion please find the attached details of AMC rate for 3 years

Equipment id	SD Number/invoice	Customer Code	Customer Name	2026-27	2027-28	2028-29
20023148	35483560	2457818	All India Institute of Ayurveda	178415+ taxes	192688+ taxes	208103+ taxes
20023159	35483561	2457818	All India Institute of Ayurveda	268645 + taxes	290137+ taxes	313348+ taxes
20023148-1	35483549	2457818	All India Institute of Ayurveda	178415 + taxes	192688+ taxes	208103+ taxes
20023148-2	35483555	2457818	All India Institute of Ayurveda	178415 + taxes	192688+ taxes	208103+ taxes
20023159-1	35483558	2457818	All India Institute of Ayurveda	268645 + taxes	290137+ taxes	313348+ taxes
20023159-2	35483559	2457818	All India Institute of Ayurveda	245178 + taxes	264793+ taxes	285976+ taxes
20023159-3	35483479	2457818	All India Institute of Ayurveda	204340 + taxes	220688+ taxes	238343+ taxes
20023159-4	35483553	2457818	All India Institute of Ayurveda	170213 + taxes	183830+ taxes	198536+ taxes
20023159-5	35483546	2457818	All India Institute of Ayurveda	172260 + taxes	186041+ taxes	200924+ taxes



*Arjun*

*Rohit*

Schindler India Pvt. Ltd.  
Schindler House, Main Street Hiranandani  
Gardens Powai, Mumbai - 400076

Tel: 1800-209-5438, Email: schindlerconnect.in@schindler.com  
website: www.schindler.in, CIN No. U29150MH1997PTC112690

**Schindler India Pvt. Ltd**

Plot No. P-1, 301, 3rd Floor, Wazirpur Distt Centre  
P.P. Trade Center,  
Netaji Subhash Place,  
Pitampura New Delhi  
Telephone : 01127357968/01127357969

**Kind Attention:**

All India Institute of Ayurveda  
Rohit Nautiyal  
Gautam Puri, Sarita Vihar  
New Delhi 110076  
Mobile: - 7042384817  
Email: je-maintenance@aiia.gov.in

**From:**

Bhargavi Saraf  
Mobile: +918447738758  
Email: bhargavi.saraf@schindler.com  
www.india.schindler.com

13-March-2026

Dear Sir/Madam,

The Schindler units installed at the above project, have now been in service for the past year. We do hope they have provided the intended usage and comfort to the users.

Kindly note the free maintenance/paid maintenance period is due to expire as per date mentioned in the agreement, and in this connection please find enclosed our maintenance contract proposal.

We would request your appointment to discuss and finalize the contract at the earliest. Upon your approval, you shall be required to return one copy of the contract duly stamped and signed along with the payments, to enable us to continue our services for the further period.

Meanwhile, Schindler has come up with a strong survey tool to better understand how you perceive our service performance as a basis for our continuous improvement efforts,

Our customer experience team through their expert team conducts these surveys. We would highly appreciate your time to respond to a few questions related to the service rendered on Schindler unit installed at your premises.

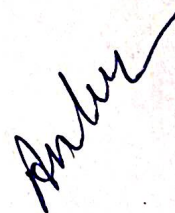
We wish to thank you for patronizing Schindler and giving us the opportunity to serve you

Thanking you and assuring of our best attention and services at all times.

Yours sincerely,

Schindler India Pvt. Ltd.

Bhargavi Saraf  
Mobile +918447738758



Signature:

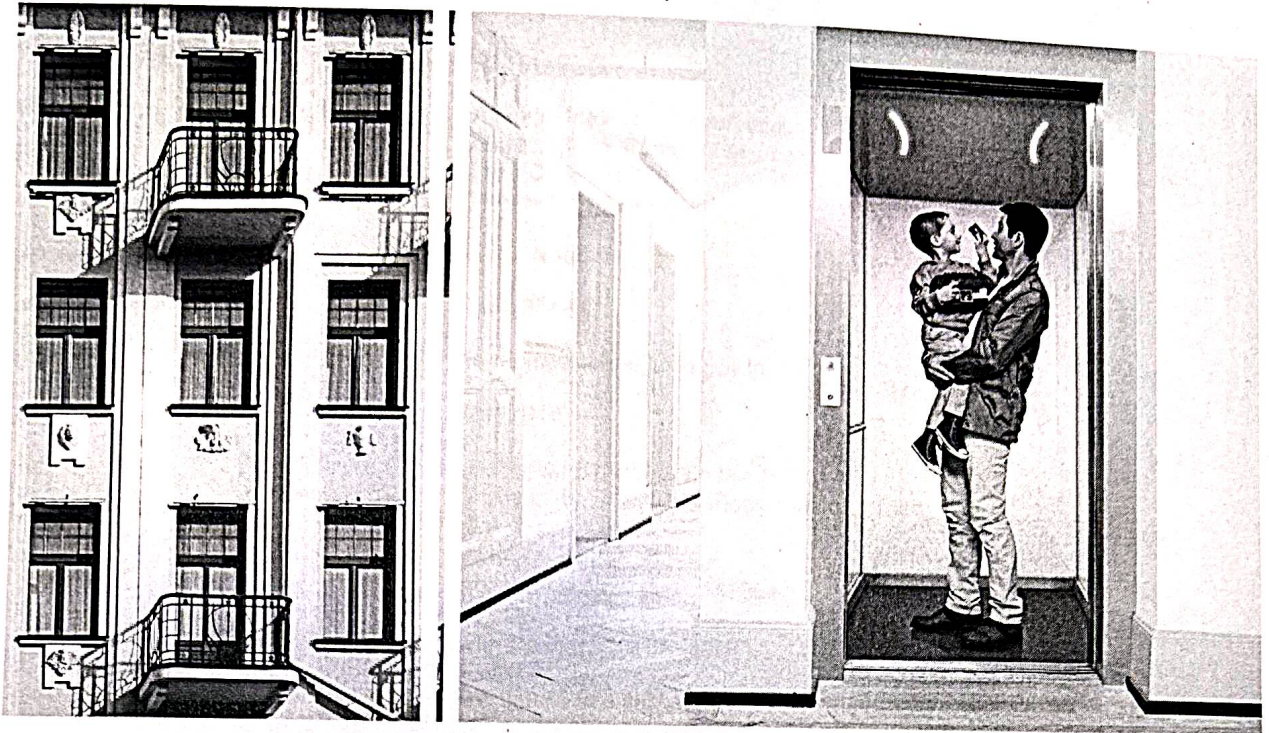
For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

Schindler India Private Limited  
Plot No. P-1, 301, 3rd Floor, Wazirpur Distt  
Centre  
P.P. Trade Center,  
Netaji Subhash Place,

Customer  
Tel : 01127357968/01127357969  
Fax :  
www.india.schindler.com

Schindler  
Bank Details :  
Bank Name : CITIBANK N.A.  
Bank A/C : SCHI2457818  
IFSC No. : CITI0100000  
MICR No. : 400037002



**Schindler Excellence®**  
Diamond

All-in Maintenance Contract Elevators

24-hour Schindler India Customer care Call centre number 1800-209-5438

Included Services:

- All-in maintenance

*Rohit*

*Ankur*

Signature:

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

Schindler Excellence®

Customer

Schindler

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Contract number 0137139924

**All-in Maintenance Contract**

Contract number 0137139924

Between All India Institute of Ayurveda  
Gautam Puri, Sarita Vihar  
New Delhi 110076  
Hereinafter "the Customer"

Contact Person Rohit Nautiyal

Mobile 7042384817

Email je-maintenance@aiia.gov.in

Bill to party code 2457818

and Schindler India Private Limited  
Plot No. P-1, 301, 3rd Floor, Wazirpur Distt Centre  
P.P. Trade Center,  
Netaji Subhash Place,  
Pitampura New Delhi 110034  
GSTIN:  
Hereinafter "SCHINDLER"

Installation numbers For details see summary

Handover Date 19-September-2017

The following Contractual subjects have been negotiated and agreed with the Customer:

**Scope of Services**

SCHINDLER undertakes to perform the regular maintenance (inspection, preventive maintenance and repair, and corrective maintenance) of the installation(s) specified above as described in this maintenance Contract and in accordance with the description of "Services included in the All-in Maintenance Contract" (Annex 1) as well as the enclosed Terms and Conditions (Annex 2), which documents together form part of and constitute the "Contract".

**Service Contract Pricing Details**

The annual remuneration for the services described in this contract is

INR sub total (net of taxes)			1,864,527
	plus applicable taxes required by law.		
	(CGST) Central GST	9%	167,807
	(SGST) State GST	9%	167,807
INR Grand Total :			2,200,141

Gross Price TWENTY TWO LAKH ONE HUNDRED FORTY ONE ONLY

Payment Terms Yearly in advance (annual)

Price basis March-2026

Offer date 13-March-2026

Price adjustment: The price is adjusted according to the enclosed Terms and Conditions.

Signature:

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

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Contract number 0137139924

**Duration of the Contract**

The contract starts with effect from 11.04.2026 and will terminate on 10.04.2027

The customer acknowledges having received and understood the General Terms and Conditions attached to this contract.

**Communications**

I hereby confirm above email ID and contact details as an authentic source for the purpose of future communications through company ID or third party like messenger services and consents to receive contract, invoices and information / offers related to company products and services. I understand that I have the option to opt out / stop receiving such messages especially on messenger services by clicking on the same.

**Offer Validity**

This offer is not subject to any variation and is firm and valid for your acceptance within 30 days of this offer date, After the validity date, the price & terms will be renegotiated

**Taxes & Duties**

The contract value is inclusive of all applicable, present indirect taxes. Timely documentation will be essence of the tax clause.

Any variation in the present taxation structure or introduction of additional taxes by the State / Central (including but not limited to CGST,SGST,IGST,UTGST, Cess etc) / local Authorities will be charged to you.

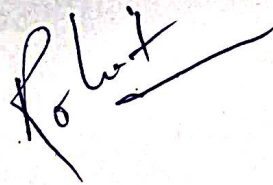
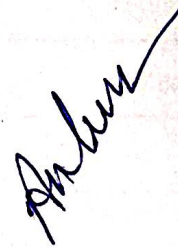
**Billing and Issuance of Credit Note**

The Invoices will be issued from the location of supplying goods or provision of service (State where site located). Invoices will be issued as per the term of payment..

The credit note will be issued in case of an adjustment in invoice value. The necessary adjustment in its Input Tax Credit, within the month in which the discrepancy is communicated. If the same is not rectified by you which results in additional liability (tax and interest) will be charged.

**Claims and Liability on Input Tax Credit.**

Providing correct registration number is on you and we will not be responsible for verification of GSTIN provided to us , if you fails to furnish GST registration number, then we considered as unregistered and returns filled accordingly. We will not liable any loss of credit arising on account of providing incomplete, erroneous or wrong details to us and same captured on the invoice and/or upload made to GSTN.

Signature:

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

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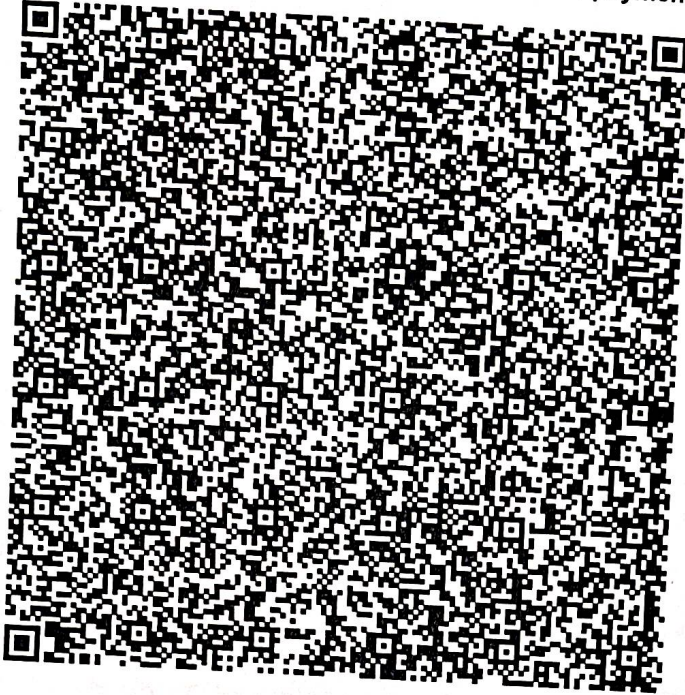
Customer

Schindler

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Contract number 0137139924

Schindler Pay – The Digital Way Scan code for payment



Date:

Name 1:

Rohit Nautiyal

Bhargavi Saraf

Name 2

Name 3

Email ID 1

je-maintenance@aiaa.gov.in

bhargavi.saraf@schindler.com

Email ID 2

Email ID 3

Mobile No 1:

7042384817

+918447738758

Mobile No 2:

Mobile No 3:

Customer

Schindler

*Handwritten signature*

Signature:

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

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Customer

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Contract number 0137139924

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*Handwritten signature*

## Services Included in the All-in Maintenance Contract (Annex 1)

### 1. Schindler ALL-IN Maintenance

SCHINDLER undertakes to regularly check, inspect, and preventatively maintain the installation(s) and to perform the repair work described herein.

#### a. Inspection and Preventative Maintenance

While adhering to the requirements stipulated in IS 17900 (for elevators) and IS 4591 (for escalators), including other regulations of national and international standards organizations and any relevant applicable state laws and regulations, Schindler performs regular inspections and preventative maintenance on the elevator / escalator installation(s). This comprises:

- functional checking and adjustment of the drive unit, means of suspension, gearbox, brakes, traction sheave and drum, ropes, deflector sheave, hoistway doors, and guiderails of the elevator installation(s);
- greasing the aforementioned subassemblies to the extent appropriate for the use made of the elevator installation(s);
- checking and adjustment of the travel properties of the elevator installation(s), especially of their stopping accuracy;
- visual and functional check of the switching, control, monitoring, and other safety equipment, and of the display and lighting equipment;
- checking of the elevator installation(s) for functioning and damage;
- checking the oil level of the drive unit;
- to the extent required to preserve their functioning, cleaning the aforementioned subassemblies of the elevator installation(s) of dirt originating within the installation;
- cleaning the machine room, car roof, and dry hoistway pit of dirt originating within the installation. Lubricating of guide rails and wire ropes will be carried out by Housekeeping team.

#### b. IoT Device

In case equipment under this contract is provided with IoT device to improve on uptime by correcting minor errors remotely. Wherever mobile network is not available, this IoT device to be supported with internet connectivity which is to be provided by Customer / owner. Customer consents to avail this feature and authorises Schindler to remotely reset / access the equipment for providing service and addressing breakdowns which are capable of being corrected remotely.

#### c. Operational Failures

SCHINDLER corrects operational failures which are detected during regular inspections and preventative maintenance or which occur between them and are reported to SCHINDLER call centre by the Customer.

SCHINDLER will respond to operational failures from **Monday to Saturday 9am to 9pm** at no additional charge. If the operational failures are caused by abuse or misuse then the CUSTOMER will be charged according to the actual outlay including incurred costs.

#### d. Repairs

SCHINDLER repairs or replaces following parts which have become unusable through wear in order to ensure the safety in accordance with the legal regulations for elevators.

- VF drive unit, Automatic rescue device (if applicable), car and landing door shoe liners, contacts, switches, door operator motor, drive belts, coupler unit, door safety sensors, emergency alarm unit, door drive unit, car and landing call registration buttons and all electronic PCBs

SCHINDLER periodically examines, lubricates, adjusts and as needed repairs or replaces the covered components listed above. Also faulty emergency lamps in the car will be replaced during regular inspection and preventive maintenance of the elevator installations.

At regular intervals SCHINDLER changes the oil in the drive unit(s) of the elevator installation(s) according to the manufacturer's instructions and properly disposes of the old oil.

Ownership of replaced component: AMC price offered is considering return of defective material back to Schindler

Signature:

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

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Customer

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Contract number 0137139924

**e. Availability of spares and Obsolescence**

Schindler holds spare parts with the following availability periods:

- Schindler original spare parts for a period of fifteen (15) years; and
- Other spare parts for a period of fifteen (15) years or as long as available from the original equipment manufacturer, whichever period is the shorter.

The availability period starts on the date of the first installation of the complete Schindler installation(s). For components and/or spare parts containing electronic devices no availability period is granted. On expiry of the availability periods such spare part is deemed obsolete and Schindler proposes its replacement or modernization at the customer's expense. Schindler original spare parts are defined as spare parts for which Schindler is the sole supplier. Schindler ensures proper disposal of disassembled spare parts and components as well as changed oil and lubricants at the customer's expense.

**f. Safety Test**

The service provider will carry out customary annual safety test as per the standards in order to examine all the safety devices of the Equipment. The Service Provider shall not carry out any other tests during contractual period. CPSI (Confirmation of Periodic Safety Inspection Test) 1Y/5Y/2Y

**g. Support of notified body**

All statutory permissions for running of the lift from concerned authorities shall be obtained by the Customer. As per statutory requirements, Schindler shall send a service technician for such periodic check by notified bodies provided a written request is sent to Schindler's authorised person by customer at least 3 days prior to such inspection.

Any fees, charges, pertinent to license inspectorates and incidental charges for getting Lift certificate renewed will be solely borne by the customer.

**h. Additional Services**

The Customer reimburses SCHINDLER for maintenance work being outside the scope of Services separately.

**2. Additional Services****a. Response Time**

SCHINDLER starts to correct the reported failure on the elevator installation within 4 hour/s since notification by the Customer to the 24-hour call center.  
1800-209-5438 / 1800-22-5438 / 1800-22-5538.



Signature:

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

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Schindler

Contract number 0137139924

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**Summary**

Product line  
Installation number:  
Location:

SCHINDLER 5400  
20023159-3  
All India Institute of Ay  
Sarita Vihar.,  
110076  
204340.45 INR

Net value:

Product line  
Installation number:  
Location:

SCHINDLER 3300  
20023159-5  
All India Institute of Ayurveda  
Mathura Road, Gautampuri, Sarita Vihar,  
110076  
172259.78 INR

Net value:

Product line  
Installation number:  
Location:

SCHINDLER 5300  
20023148-1  
All India Institute of Ayurveda  
Mathura Road, Gautampuri, Sarita Vihar,  
110076  
178414.88 INR

Net value:

Product line  
Installation number:  
Location:

SCHINDLER 3300  
20023159-4  
All India Institute of Ayurveda  
Mathura Road, Gautampuri, Sarita Vihar,  
110076  
170212.75 INR

Net value:

Product line  
Installation number:  
Location:

SCHINDLER 5300  
20023148-2  
All India Institute of Ayurveda  
Mathura Road, Gautampuri, Sarita Vihar,  
110076  
178414.88 INR

Net value:

Product line  
Installation number:  
Location:

SCHINDLER 5400  
20023159-1  
All India Institute of Ayurveda  
Sarita Vihar ,  
110076  
268645.25 INR

Net value:

Product line  
Installation number:  
Location:

SCHINDLER 5400  
20023159-2  
All India Institute of Ayurveda  
Mathura Road, Gautampuri, Sarita Vihar,  
110076  
245178.45 INR

Net value:

Product line  
Installation number:  
Location:

SCHINDLER 5300  
20023148  
All India Institute of Ayurveda  
Mathura Road, Gautampuri, Sarita Vihar,  
110076

Signature:



For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

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Customer

Schindler

Contract number 0137139924

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Net value:

Product line

Installation number:

Location:

178414.88 INR

SCHINDLER 5400

20023159

All India Institute of Ayurveda

Mathura Road, Gautampuri, Sarita Vihar,

110076

268645.25 INR

Net value:

Total net value

1.864.526,57 INR

*R. L. +*

*Andur*

Signature:

Schindler Excellence®

For All India Institute of Ayurveda

Customer

Contract number 0137139924

For Schindler India Pvt. Ltd.

Schindler

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## Terms and Conditions for Schindler Maintenance Contract (Annex 2)

### 1. Performance of the Service

When performing the services Schindler observes the legal regulations including safety and other regulations of applicable national and international standards organizations and especially applicable IS code & relevant state rules for maintenance of elevators and escalators. Unless otherwise agreed in the description of services, SCHINDLER performs the services on working days. Additional charges due to services outside of these hours will be invoiced separately. Schindler employs trained service technicians and provides tools and measuring instruments which are necessary for the services described. In case of a call logged by the Customer on Schindler Customer Call Centre under the "Mantrap" category, Schindler will provide services at the earliest. On attending such call, if Service Engineer of Schindler finds such call to be false Mantrap Call then Customer shall be charged penalty of Rupees One Thousand (Rs 1000/-) per such incident which shall be recovered as due and payable from the Customer.

### 2. Exclusions

Maintenance which is necessary due to acts of God, due to external factor, abuse or misuse of the installation(s), overloading, vandalism, fire, water, humidity, war, terrorist acts, strikes, civil commotions or overvoltage of electric power supply lines is excluded from this Contract. Also excluded from the services of Schindler under this contract are all work to machine room light fittings, doors, windows and ventilation, car enclosures, hoist way enclosures, car and landing door panels, surrounds, frames and sills, all finishes, landing doors, wall panels, lights, light diffusers, cabin handrails, mirrors, glass sides and hoist way, telephone, intercommunication systems, inter connecting cables to other areas, closed circuit television systems, power generating plants, special displays and lift shaft lighting, technical improvements, replacements of batteries, light bulbs in the shaft and machine room, treatment of surfaces of components as e.g. painting and replacements of decorative elements, cleaning of building, car and doors, complete cleaning of elevator / escalator installations, in particular the steps or pallets, and modifications, even if those are required by new regulations or recommended or ordered by the responsible notified bodies. Not included in the scope of Schindler services are maintenance work on the electric power supply cable or on telephone. Should defects occur in the telephone connection, Schindler is under no obligation to provide the respective services for the duration of the defect.

### 3. Intellectual Property Rights

In all events, all intellectual property rights on the system including those in the control software, which enables routine operation, maintenance and repair, shall remain the property of Schindler. Schindler may update the control software. This may include bug fixing and minor software enhancements. Schindler may install additional equipment and / or software and connect this - when appropriate - with Schindler service devices to improve the functionality of the installed control software. Accessory units, including a remote monitoring system - if supplied by Schindler - and / or additional software remain the property of Schindler and may be disabled or removed at the termination of the maintenance contract. Schindler is entitled to install a remote monitoring system, to access the control software in order to download, use and update data, to obtain interface information and protocols and to perform remote diagnostic trips.

### 4. Property Rights Regarding the Remote Monitoring System

IF SCHINDLER has installed the Servitel® Remote

Monitoring System, this is provided to the Customer for the duration of the Contract. It remains the property of SCHINDLER and serves temporary purposes. On expiry of the Contract SCHINDLER uninstalls the remote monitoring system.

### 5. Duties of the Customer

To enable the services to be performed, the Customer must allow Schindler access to all parts of the installation(s) at any time. Building modifications which could impair functioning of the installation(s) must be notified to SCHINDLER in due time. The Customer is obliged to notify defects, damage(s) and modifications immediately they come to his knowledge. The Customer remains the operator of the installation(s). The legal obligations incumbent on him in this capacity is not affected by this Contract. The Customer is responsible for any external equipment (e.g. fire alarm, ventilation, smoke and heat vents, mobile phone antennas, electrical wires) in the engine room / elevator shaft. Maintenance and / or repairs of such foreign installations may only be carried out in the presence of a specialist for elevators. Schindler ensures compliance with all environmental, health, and safety regulations by providing safe and healthy working environment for all its employees. Schindler requests you, i.e., the Customer, to provide safe and clean separate washrooms (permanent or portable) easily accessible for our male and female employees as we are executing work at your project. This will help us build an inclusive work culture and jointly work towards compliance.

### 6. Remuneration

#### a. Payment Agreements

The remuneration covers dispatching, travel costs, and travel time for the services described in this Contract. SCHINDLER Shall raise invoices for the agreed contractual price annually in advance. These invoices shall be considered "IMMEDIATE DUE" from the date of invoice or become due whichever is earlier.

If for any reason the payments due under this contract remain fully or partially unpaid by the customer for the period of 15 day from the date upon which they are due, SCHINDLER reserves the right to charge the Customer interest of 12% p.a. on due payments.

If for any reason the payments due under this Contract remain fully or partially unpaid by the Customer for a period of 60 days from the date upon which they were due, SCHINDLER reserves the right to suspend the services with notice in view of breach of financial fulfilment of the contract. In such an event the customer indemnifies Schindler from any claims which may be asserted against Schindler because of suspension of services.

#### b. Adjustment of the Remuneration

If the relevant material price index and/or wage changes after completion of the first complete year after conclusion of the contract. The price quoted is based on the prevailing cost of raw materials/ components, spare parts, labor costs and inflation rates as of the date of the proposal. Should the market price of principal raw materials/ components, spare parts, and labor costs increases and/ or there is an abnormal rise in inflation during the period of this contract, Schindler shall have the right to adjust the contract price accordingly. The owner also acknowledges that the maintenance fee mentioned in this agreement is the basic price for providing the maintenance services. All the prevailing taxes as on date of signing the agreement have been included in addition to the base Maintenance fee. Any subsequent change in the tax structure will be to the Owners account and shall be payable from the date of enforcement of the

*Amul*

Signature:

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

Schindler Excellence®

Customer

Schindler

Contract number 0137139924

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revised rate. Schindler reserves the right by written notice to the Owner to revise the Maintenance Fee and any such revised Maintenance Fee will take effect upon expiry of the Period of Agreement as indicated at the head of this Agreement

#### 7. Right to suspend services

Schindler is entitled to suspend services while not removing the Customer's obligation to pay the full annual remuneration and protecting the installed unit, if Customer fails to grant access to the installation(s) or to pay the invoices when due.

The owner of the installation shall be liable for any failure of the installation for any reason not limited to due to non-maintenance of the unit or maintenance by unauthorized third party during the period of suspension of services and shall indemnify Schindler for any claims which may be asserted against Schindler because of suspension. Before performing services after such suspension, Schindler will execute a separate audit at the Customer's cost and customer shall be liable to bear all expenses in respect of the same. If for any reason the payments due under this contract remain fully or partially unpaid by the customer for period of 60 days from the date upon which they were due, Schindler reserves the right to suspend the services with notice because of breach of financial fulfilment of the contract. In such event the customer indemnifies Schindler from any claims including that of product safety which may be asserted because of suspension of services.

#### 8. Liability

Schindler shall only be liable for damages caused to owner's property provided that such damages are caused by Schindler's unlawful intent or gross negligence. Notwithstanding anything contained herein or elsewhere in the in the event of non-performance of a contractual obligation, Schindler's total liability shall be limited to the **Fifty Percentage** of the current maintenance fee received by the Schindler for [one year].

Schindler shall not be liable for damages caused to owner's property by third party's acts and omissions. All liabilities of Schindler regardless whether under the contract, tort, strict liability or any other theory, shall cease at the end of the contract period. Schindler shall under no circumstances be liable for any loss of use or production, loss of profit, interest or revenues, loss of data or for any indirect or consequential damages or losses. The limitations of liability under this clause shall also apply for Schindler's directors, employees, subcontractors, agents, licensors or any of the employees.

Customer agrees to indemnify Schindler of all liabilities arising out of breach of its obligations under the contract or in even of full or partially unpaid contract by the customer for more than 60 days from the date of the contract/ and or invoice.

#### 9. Force majeure

SCHINDLER shall not be liable for failure to perform its obligations under this Contract if such failure results from circumstances which could not have been reasonably foreseen and which are beyond SCHINDLER's reasonable control such as acts of God, acts of government, war, natural disasters or court order.

#### 10. Change of Ownership

Both parties undertake to transfer all rights and duties under the Contract to their legal successors.

(Alternative: - If there is a change to the owner of the building, the Contract may be terminated by registered letter with 60 days prior notice per date of change of ownership. If the Contract is not terminated, the Customer shall continue to bear responsibility for the remuneration.)

#### 11. Early Termination

The contract binds the parties for the agreed duration period. In case of material breach of contract (i.e. non-payment of maintenance price, non-performance of maintenance services), any party may cancel this Contract. If the Customer terminates this Contract before the expiry date and without

material breach of contract by Schindler, the Customer shall pay to Schindler an indemnification of [50%] of the amount to be invoiced for the remaining services until the expiry date. Such indemnification is calculated based upon the last invoice, considering the discounts granted to the Customer for duration of the Contract

#### 12. Dispute Resolution

If any dispute, controversy or claim between the parties arises out of or with regard to this Agreement, including the existence, breach, termination or validity or whatsoever thereof (Dispute), the parties shall use all reasonable endeavours to negotiate with a view to resolving the dispute amicably. In case the dispute or claim is not settled amicably then, both the parties shall make efforts to resolve the dispute or claim through mediation with the help of mediator mutually appointed by the parties at customer's place of jurisdiction. In the event no amicable resolution of dispute or claim is reached, then parties agree to the jurisdiction of Courts of Mumbai and no other Courts shall have jurisdiction over any dispute or difference arising hereunder. Governing Laws shall be Laws of India.

#### 13. Authorized Signatory

Corporate/Institutional/Government Customer: - Authorized signatory is the designated representative of your organization who is authorized to sign this contract. Only an officer authorized to sign on behalf of your organization must sign this contract with date and seal on each page and wherever correction / alterations are made.

Individuals Customer: - The person in whose name order is being booked in the authorized signatory who shall make the payment as per agreed payment milestones unless supported by an undertaking or declaration to that effect. In all such cases, the signatures on the PAN card/Government record of the individual customer must be mandatorily ne same in the duly signed by the parties.

In case of any inconsistencies between these Terms and Conditions and preceding parts of the Contract, the latter shall prevail over these Terms and Conditions.

#### 14. Miscellaneous

Conclusion of this Contract supersedes all earlier contracts between the Customer and Schindler.

In case of any inconsistencies between these Terms and Conditions and preceding parts of the Contract, the latter shall prevail over these Terms and Conditions.

#### 15-Unauthorised Access

Schindler shall not be responsible for unauthorised access to elevator shaft or installations of elevator/escalator. The unauthorised person shall not wilfully interfere with any mechanism of elevator/escalator installation and further maintenance due to such interference is not covered under this Agreement.

Schindler, its Directors, Employees, Contractors shall not be liable for any direct, indirect, incidental, special, punitive or consequential loss or damages including injury, illness, death, expense, cost or other sum description whatsoever which result from use of elevator or escalator in violation of condition of instant clause of this Agreement.

#### 16. Code of conduct

Schindler values its employees integrity and expects its customer to behave responsibly. Customer to ensure that they or anyone representing them should behave in a way which is appropriate or does not use foul language and/ or misbehaves with Schindler employees. If you or anyone representing you misbehaves and/ or causes offence, or damage to Schindler employee or anyone representing the company then all the activity on your contract will be suspended immediately without any notice and/ or may cancel your contract in addition to taking legal recourse.

For All India Institute of Ayurveda

For Schindler India Pvt. Ltd.

Signature: \_\_\_\_\_

Customer

Schindler

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Contract number 0137139924