

(25) How to select a suitable registered lift contractor for the maintenance services?

It would be appropriate for the responsible person for the lift to select through tender a suitable registered lift contractor for the lift maintenance services. Alternatively, the responsible person for the lift may ask for quotations from different registered lift contractors for comparison. The following should be noted in selecting a contractor:

(1) Background of the registered lift contractor

In determining whether a contractor has the capability to provide reliable services, the responsible person for the lift should consider the business scale of the contractor (e.g. number of employees, number of registered lift engineers, registered lift workers and competent lift workers, number of lifts presently maintained by the contractor and its registered capital and financial status), its credibility and reputation in the trade, its performance and experience, whether it has in place a quality management system (e.g. ISO9001 certification), and its administrative arrangement in respect of safety (e.g. whether registered safety officers have been employed).



(2) Sufficient technical knowhow

In view of the constant changes in lift technology, not all registered lift contractors may have sufficient technical knowhow to provide proper maintenance services for lifts of various brands and models. The responsible person for the lift should thus need to know how many employees of the registered lift contractor have received maintenance training or already have the maintenance and repair experience relevant to the particular brand and model of lift, and whether the lift contractor provides continuous and appropriate training to its employees, so as to determine if the lift contractor has sufficient technical knowhow and capability to provide the maintenance services required. Moreover, the responsible person for the lift should also need to know whether the lift

contractor has sufficient technical information (including wiring diagram, operation and maintenance manual) on the particular brand and model of lift, and whether the lift manufacturer will provide the contractor with technical support.

(3) Spare parts

It is inevitable that faulty machinery parts have to be replaced in the course of maintenance. Thus, it is necessary to ascertain whether the contractor has sufficient spare parts for use. The responsible person for the lift should enquire whether the lift contractor has the spare parts of the particular brand and model of lift, and whether the number of such spare parts is sufficient for use by the lifts maintained by the contractor. The responsible person for the lift may ask to visit the lift contractor to confirm the number of these spare parts. He/she should also ask the lift contractor whether there are ways to obtain or purchase the spare parts, whether there are any previous records or supporting documents, whether parts are obtainable from the lift manufacturer and whether there is proof for this from the lift manufacturer, and how much time is required for delivery of the parts. In case substitutes have to be used, whether the lift contractor can ensure their quality and compatibility with other machinery parts.



(4) Anticipated duration of maintenance works

Whether the periodic maintenance is to be conducted on a weekly, bi-weekly or monthly basis? The registered lift contractor is required to advise the responsible person for the lift the time needed for performing periodic maintenance for each lift installation. Furthermore, the registered lift contractor should also affix a maintenance schedule, or "oiling schedule", on the log-book for inspection.

(5) Performance rating scheme

In choosing a suitable registered lift contractor for maintaining and repairing the lifts of the building, the responsible person for the lift or his/her property management company may refer to the Registered Lift Contractors' Performance Rating Scheme established by EMSD and check the points and ratings of all registered lift contractors. Such information is available for download at the EMSD website.

(6) Capability of dealing with emergencies

Breakdown of a lift or power failure of the building may lead to the trapping of lift passengers. The responsible person for the lift may set a time limit within which the registered lift contractor must send staff to rescue the trapped passengers. The responsible person for the lift should also consider the geographical distribution of the lift contractor's service centres, such as the distance from the nearest service centre to the building, and the number of emergency support staff during and outside office hours. In addition, the responsible person for the lift should know about the arrangements of the lift contractor in dealing with emergencies in case of a typhoon. The responsible person for the lift should have a clear understanding of these issues.

(26) What should be noted when signing a maintenance contract?

The following should be noted when signing a maintenance contract:

- (1) Duration of the contract, i.e. whether it is a one-year, two-year or five-year contract, or a contract without time limit.
- (2) The notification period for termination of contract, e.g. 90 days in advance.
- (3) Are the maintenance fees paid monthly or quarterly? Is advance payment required?
- (4) Are the maintenance fees reasonable? The responsible person for the lift should consider whether the maintenance fees are commensurate with the services provided under the maintenance contract. If in doubt, the responsible person for the lift may ask the registered lift contractor to provide for reference relevant information regarding the calculation of the maintenance fees, e.g. the charges for each service item covered by the maintenance contract.
- (5) Are the maintenance fees adjusted annually? How is the rate of adjustment determined?
- (6) What action will the registered lift contractor take for default on maintenance payment? How long does it take for a default on maintenance payment to trigger a suspension of services? Is interest charged on the outstanding fees?
- (7) Is the maintenance work (oiling) carried out weekly, bi-weekly or monthly? The Ordinance requires that the responsible person for the lift should arrange periodic maintenance of the lift by a registered lift contractor at intervals not exceeding one month.



- (8) Whether the registered lift contractor has provided a schedule of maintenance to specify the work to be carried out during periodic maintenance.
- (9) The spare parts to be covered, scope of service, limitations (e.g. the contractor is not responsible for any damage caused to the spare parts due to users' negligence), and the costs for replacement or repair of equipment (e.g. whether additional charges will be imposed for replacement of suspension ropes).
- (10) The Ordinance requires that a lift should be thoroughly examined by a registered lift engineer at intervals not exceeding one year (i.e. annual check). Does the contract state that the contractor will provide such a service? Is additional payment required? To avoid committing an offence under the Ordinance, the responsible person for the lift may make an agreement with the registered lift contractor as part of the maintenance contract that the registered lift contractor will be responsible for applying for the lift use permit, paying the relevant fees and posting the valid use permit, etc.
- (11) Does the contract include a pledge by the contractor that in the event of passengers being trapped or a lift failure, the contractor will send staff to help within a specified time limit? What is the consequence if the contractor fails to achieve the target response time?
- (12) Is the contractor responsible for cleaning the lift car, machine room and lift pit as well as attending to the flooding problem in the lift pit?
- (13) What is the arrangement for other works relating to the building installations and the lifts, such as the repair works for the lighting and ventilation systems of the lift well?



- (14) Who is responsible for the maintenance of the decorations of the lift car, lift door and landing doors? What are the relevant arrangements?
- (15) Who is responsible for the maintenance of the closed circuit television and intercom of the lift? If it is the responsibility of the lift contractor, is additional payment required?
- (16) Has the lift contractor taken out sufficient and comprehensive insurance against any casualties or property losses arising from accidents or incidents relating to the maintenance of the lift?
- (17) Consideration may be given to stipulating in the contract that a certain amount of the maintenance fees will be retained as deposit and that deposit will be returned in full to the lift contractor upon contract expiry, subject to all contract requirements being met by the contractor.
- (18) Penalty clauses may be added to the maintenance contract as appropriate. For example, penalty will be imposed where the incidence of lift failure/ service disruption time for each lift exceeds the permitted levels in a month.
- (19) If the registered lift contractor (main contractor) wants to subcontract some of the maintenance items to other registered lift contractors (subcontractors), it must first obtain the prior approval of the responsible person for the lift and inform EMSD by using the specified form before the subcontracting arrangements become effective.