



A. COMPANY NAME Philippines Veterans Affairs Office		B. LOCATION (Bldg/No./Street/City/State/Zip Code) Procurement Management Section Philippine Veterans Affairs Office ,2nd Floor, Building No.4 Veterans Compound Camp General Emilio Aguinaldo Quezon City	
C. MAINTENANCE PACKAGE PLATINUM MAINTENANCE		D. CONTRACT REFERENCE NO. 7040934	
E. TOTAL CONTRACT AMOUNT (PHP) Php156,912.00		F. TERMS OF PAYMENT 15 days upon receipt of invoice	
G. MONTHLY MAINTENANCE FEE (vat inc) JANUARY 01, 2018 to DECEMBER 31, 2018 – 13,076.00		H. EFFECTIVITY DATE (PERIOD INCLUSIVE) January 1, 2018 – December 31, 2018	
I. FREQUENCY OF SERVICE ONCE A MONTH		J. BUILDING ADMINISTRATOR	
K. OWNER			
SECTION 3			
L. CLASSIFICATION		M. NO. OF STOPS	N. CLUSTER
<input type="checkbox"/> Residential <input type="checkbox"/> Subdivision <input type="checkbox"/> BPO <input type="checkbox"/> Others; Pls. specify <input checked="" type="checkbox"/> Commercial		Basement: _____ Floors: , _____ _____	Phase: _____ Cluster: _____ Tower: _____
ANNEX 1 – SCOPE OF SERVICES		ANNEX 2 – GENERAL TERMS AND CONDITIONS	
EQUIPMENT:			
One (1) unit Schindler Passenger Elevator 3300AP MRL, 630kg. 1.0mps speed serving 4 stops			
NOW, THEREFORE, for and in consideration of the forgoing premises, and mutual covenants and stipulation hereinafter set forth, the parties hereto mutually agree, stipulate and covenant as attached.			
IN WITNESS WHEREOF, then parties here to have hereunto affixed their signatures to this Agreement including all Annexes, General Conditions and Guidelines on this <u>03</u> day of <u>Jan.</u> 2018 at Taguig City, Philippines.			
CUSTOMER		JARDINE SCHINDLER/ELEVATOR CORPORATION	
SIGNATURE		SIGNATURE	
OWNER		MANAGING DIRECTOR	
 ERNESTO G. CAROLINA Administrator		 PAOLO BELTRAME MANAGING DIRECTOR	
SIGNED IN THE PRESENCE OF			
 BGEN RESTITUTO V. AGUILAR AFP (RET) Chief, VMHD		 PHUONG TRAN DIRECTOR OF BUSINESS	



Services included in the Platinum Maintenance Contract (Annex 1)

1. Schindler Platinum Maintenance

Schindler undertakes to regularly check, inspect, and preventatively maintain the equipment and to perform the repair work described herein.

a. Inspection and Preventative Maintenance

While observing all necessary legislation, Schindler commits to perform on the aforementioned equipment regular inspection and preventative maintenance. This comprises:

For Lifts

- Functional checking and adjustment of the drive unit, means of suspension, gearbox, brakes, traction sheave and drum, ropes, traction media, deflector sheave, hoistway doors, and guiderails of the lift equipment;
- Greasing the aforementioned subassemblies to the extent appropriate for the use made of the lift equipment;
- Checking and adjustment of the travel properties of the lift equipment, 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 lift equipment 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 lift equipment of dirt originating within the equipment;
- Cleaning on lift machine room, car top, and checking if the pit condition is dry.

b. Operational Failures

Schindler attends to operational failures which are detected during regular inspections and preventative maintenance or which occur between them and are reported by the Customer or a named third party to Schindler. If the operational failures are caused by abuse or misuse then the CUSTOMER will be charged according to the actual outlay including incurred costs.

c. Repairs

All repairs required to the equipment as a result of normal use shall be carried out under the terms of this Contract. Repairs that cannot be undertaken during the routine maintenance programme shall be planned and carried out by Schindler at a convenient time agreed by the Customer. Any repairs required outside the hours agreed within the contract schedule shall be subject to a premium time cost.

d. Additional Services

The Customer reimburses Schindler for maintenance or repair work (both labor and materials) being outside the scope of Services separately.

2. Schindler Alarm®

Schindler accepts emergency calls at a call centre which is attended 24 hours per day seven days a week. In case of emergencies, Schindler will respond as soon as reasonable possible and will take the necessary action to evacuate trapped passengers (where appropriate) and/or such other steps as Schindler considers necessary to render the equipment safe. Additional work under-taken on the equipment after passengers have been released will be charged according to the terms of this contract.

0 11.10 [Signature]



GENERAL TERMS AND CONDITIONS (Annex 2)

1. Performance of the Service

1.01 Schindler will provide the following Services:

a. Examining the equipment regularly in accordance with Government Regulations existing at the date of this Contract;

b. Carrying maintenance, repair and replacements as (with the exception of the items specified in Condition 1.02) shall be revealed by such examinations to be necessary to put and keep the equipment in safe working order; and

c. Responding as soon as reasonably possible to the Customer's request to attend to any breakdown or faulty operation of the equipment. Any response to a false alarm or any maintenance, repair or replacement which is in Schindler's opinion necessary as a result of breakdowns caused by misuse of the equipment will entitle Schindler to make an extra charge of a minimum P5,300.00 which will be paid by the Customer within thirty days of the date of Schindler's invoice in respect thereof.

d. Schindler performs the contractually agreed inspection and preventative maintenance work on Mondays to Fridays between 8:00 am and 5:00 pm excluding holidays without extra charge.

In the case of emergencies outside normal working hours, Schindler will respond as soon as is reasonably possible in all the circumstances and will take the necessary action to release passengers (where appropriate) and/or such other steps as Schindler considers necessary to render the equipment safe.

1.02 Exclusions

Maintenance which is necessary due to acts of God, abuse or misuse of the installation(s), overloading, vandalism, fire, water, humidity, or overvoltage of electric power supply lines or damages due to power failure is excluded from this Contract. The following items are also excluded:

For Lifts

- Any work or replacement, repairing or finishing whatsoever of car enclosure, car illumination, car ventilators, any decorative work, shaft enclosure, door frames, car flooring, hoist way enclosures, hoist way door panels, door sensor, frames & sills, computers & peripherals, batteries, intercom, air-conditioning, ARDs, voltage regulators, cylinders, plungers and buried piping of hydraulic lifts, lift motor room lightings, lift motor room ventilation or air-conditioning system, main wiring or anything caused by interruption or variation of the electrical current supply.
- Cleaning of cars, doors or sill enclosures.
- Any work or replacement of any work outside any reasonable use of the equipment,
- Any work arising from any modifications of statutory obligations or regulations applicable to lift equipment that come into force subsequent to the date on which the lift equipment was ordered from Schindler.
- Replacement or modernization of equipment or component that has become obsolete
- Any repair renovation or replacement to the lift equipment (or any part thereof) occasioned by or resulting from force majeure, willful or malicious damage or any other cause or event beyond the control of Schindler
- Any work with regards to third party supplied equipment and their interfaces such as electric power supply, information system, BAS sensors and interfaces, emergency battery power back up system, security and card access system, fire and emergency sensing and interfacing system, closed circuit TV, Multimedia display system, and all such other additional peripherals and interfacing system that are additional and not standard to the lift operation

From the aforementioned obligations Schindler excludes any work required by reason of the equipment showing defects or not complying with the laws, codes and standards applicable at the commencement of this Contract or prior to Schindler's first inspection of the equipment, whichever date is the latest.

Schindler shall notify such excluded work to the Customer no later than 90 days after the commencement of the Contract or a longer period as Schindler may advise the Customer. Customer shall then within 90 days from Schindler's notification rectify the excluded work at its own expense to the satisfaction of Schindler.

All calls and/or standby caused by external factors are not covered in this Contract and will be chargeable with a minimum of 4 labour hours or P5,300.00 per call. (Eg. Vandalism, force majeure, water ingress, items drop into the pit or escalator, items caught between escalator steps and combplate or skirting, misuse by passengers, standby for fire testing, standby for annual power shutdown testing etc.)

2. Calculation of Maintenance

2.01 The invoice shall be paid within 15 days from its date of issue. Interest at the rate of 1.5 % per month shall be levied on any overdue payment amount.

2.02 The Customer acknowledges that the Maintenance Fee has been calculated on the basis of the cost of labour and materials prevailing on the first day of January of the year in which this Contract is entered into. Schindler reserves the right by written notice to the Customer to revise the Maintenance Fee and any such revised Maintenance Fee will take effect upon expiry of the Period of Contract as indicated at the head of this Contract.

3. Restrictions on Maintenance

The Customer will not allow or permit any person other than Schindler to do any work whatsoever in connection with the service, maintenance or repair of the equipment without obtaining the prior written consent of Schindler. Schindler has the discretion to make repair works in order to reinstate any unauthorized works by third party at the cost of the Customer.

4. Duties of the Customer

To enable the services to be performed, the Customer must allow Schindler access to all parts of the equipment at any time.

The Customer is obliged to notify any defects, damage(s) or modifications to the equipment immediately upon knowledge.

Building modifications which could impair or affect the functioning of the equipment must be notified in advance to Schindler.

The Customer is responsible for any external equipment (e.g. fire alarm, ventilation, smoke and heat vents, mobile phone antennas, electrical wires) in the machine room / lift shaft. Maintenance and / or repairs of such 3rd party equipment and interfaces must only be carried out in the presence of a Schindler technician at the customer's cost.

[Handwritten signatures and initials]



The Customer undertakes to pay:

a. All government or other official fees or charges payable to Schindler under the provisions of any law for the use or operation of the equipment. (E.g. Annual Statutory Load Tests, use permits, etc.).

b. All applicable taxes (e.g. GST, VAT, duties, etc.) and other charges imposed in connection with this Contract by the government, statutory bodies and all other relevant authorities whether or not retrospectively imposed.

5. Supply of Spare Parts

Nothing in this Contract shall be construed as an undertaking warranty or guarantee by Schindler that they are or will at any time hereafter be able to supply any materials, component parts and/or assemblies to services, maintain or repair the equipment.

Schindler will supply such materials, component parts and/or assemblies only so far as these are available and necessary for the performance of their obligations hereunder. Where materials, component parts of assemblies are no longer available due to obsolescence Schindler reserves the right, at the cost of the Customer, to obtain and use replacement materials, component parts or assemblies (as the case may be) where in the opinion of Schindler, such replacements improve the performance of the equipment.

Schindler assumes ownership of disassembled spare parts and components as well as changed oil and lubricants and ensures their proper disposal.

6. Limitation of Liability

6.01 Schindler will not be liable to the Customer or any other person whomsoever:

- a. In respect of any loss or damage to persons or property sustained by the Customer or any other person howsoever caused except as may arise from the fault or gross negligence of Schindler its employees or agents
- b. In respect of any loss or damage or delay caused by strikes, fire, explosions, theft, flood, riots, civil commotion, war or any other circumstances outside the control of Schindler.

6.02 It is further expressly agreed and acknowledged by the Customer that Schindler's liability under Condition 6.01(a) above shall be limited to such loss or damage as may be the direct consequence of such negligence and such as might reasonably have been contemplated by the parties and shall in no circumstances extend to any indirect or consequential damage (economic or physical) of any kind whatsoever. In any event due to Schindler's gross negligence, Schindler's total liability shall be limited to the current maintenance fee for one year.

7. Intellectual Property Rights

All Intellectual Property Rights in the equipment including in the control software which enables routine operation, maintenance and repair of the equipment remain the property of Schindler at all times. Schindler may install additional equipment and/or software to enhance the functionality of the control software installed in the equipment ("Control Software") if appropriate to connect with Schindler's service equipment, which additional equipment and/or software shall at all times belong to Schindler and which Schindler may remove on termination of this Contract. The Customer grants Schindler the right to connect electronically its service equipment to the equipment and also grants Schindler full access to read, use and up-date the data produced by the Control Software.

8. Right to Suspend Services

If Customer fails to grant full access to the equipment or to fully pay the invoices from Schindler when due, Schindler is entitled to suspend services under this Contract until such time that full access to the equipment is granted to Schindler or the relevant invoices are paid in full, as the case may be.

The Customer will remain liable to pay the Maintenance Fee for and during the suspension period.

The Customer shall be liable for any failure of the equipment during the suspension of services and shall indemnify Schindler for any claims which may be asserted

Before resuming services after such suspension Schindler will conduct a separate inspection of the equipment at the Customer's cost.

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 or which are beyond Schindler's reasonable control such as acts of God, acts of government, war, natural disasters, court order or similar events.

10. Termination

10.01 Schindler may terminate this Contract with 30 days notice to the Customer if:

a. the Maintenance Fee or any other fee that Customer owes Schindler which remains unpaid within 30 days of the Payment Due Dates; or

b. the Customer is in breach of any of the provisions of this Contract; or

d. the Customer shall become bankrupt or being a corporation, if the Customer shall go into liquidation or have a receiver appointed over all or part of its revenues or assets.

c. the Customer does not agree to any repairs and/or spare part replacements deemed necessary by Schindler for the safe operation of the equipment.

In the event of termination, Schindler will be under no further obligation to provide the Services and all monies owing by the Customer under this Contract shall become immediately due and payable.

10.02 Notwithstanding the provisions of Condition 10.01 above, if the Maintenance Fee or any other amount owing by the Customer to Schindler (whether under this Contract or otherwise) is not paid within seven days of the relevant date for payment, Schindler may at its option suspend the provision of the Services until all such monies owing by the Customer (including the Maintenance Fee for any such period of suspension) have been paid in full.

11. Early Termination

a) The contract binds the parties for the agreed duration period and the Maintenance Fee is only valid if the entire contract period is fulfilled.

b) If the Customer terminates this Contract before the expiry date, the Customer shall pay to Schindler an indemnification of 100% of the amount to be invoiced for the remaining services until the expiry date. Such indemnification is calculated based upon the last invoice taking into account the discounts granted to the Customer for the duration of the Contract

c) In the event of such termination, Schindler will be under no further obligation to continue the works and all monies owing by the Customer under this Contract shall become immediately due and payable.

12. Non-Assignment

This Contract shall not be assigned or transferred by the Customer without the prior written consent of Schindler.

13. Entire Agreement

13.01 This Contract sets out the entire agreement between Schindler and the Customer as to the maintenance and repair of the Lifts and/or Escalator equipment and supersedes and cancels any and all contracts, agreements, understandings and commitments made by Schindler and the Customer with respect to the same subject matter.

13.02 This Contract cannot be changed, amended or modified without the express written consent of a director of Schindler.

14. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the courts of Quezon City will have exclusive jurisdiction over any dispute arising from this Contract.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI)

**NOTARY PUBLIC
CITY OF MAKATI**

BEFORE ME, a Notary Public for and in the City of _____,
personally appeared the following:

Name	Passport No.	Date/Place Issued
PAOLO BELTRAME	YB0682112	26 Apr 2017/Italy
JARDINE SCHINDLER ELEVATOR CORP.	CTC #00178650	16 Jan 2017/Muntinlupa City

Known to me to be the same persons who executed the foregoing and they acknowledge to me that the same is their free and voluntary act and deed for and in behalf of the agency or the corporation that they both represent and that they are both duly authorized to sign said instrument.

This instrument refers to Service Agreement for Elevator Maintenance Work consisting of five (5) pages including this page whereon this acknowledgement is written, each and every page of which has been signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, this JAN 9 2018 in the City of Muntinlupa, Philippines.

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NOTARY PUBLIC
ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPOINTMENT NO. M-88
UNTIL DECEMBER 31, 2018
ROLL OF ATTORNEYS NO. 48348
MCLE COMPLIANCE NO. IV-0018333/4-10-2013
IBP O.R No.706762-LIFETIME MEMBER JAN. 29, 2007
PTR No. 6507619- JAN 03, 2018
EXECUTIVE BLDG. CENTER
MAKATI AVE., COR., JUPITER