

# ELEVATOR MAINTENANCE SERVICE AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

**THE DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)**, a government agency created by virtue of laws of the Philippines, with principal office address at Boncodin Hall, General Solano St., San Miguel, Manila, represented herein by its Secretary, **FLORENCIO B. ABAD**, hereinafter referred to as the "DBM";

-and-

**JARDINE SCHINDLER ELEVATOR CORPORATION (JSEC)**, a duly organized and existing under the laws of the Republic of the Philippines, with principal office at 8th Floor, Pacific Star Building, cor. Sen. Gil Puyat Avenue, Makati City, represented by its Managing Director, **RICARDO ESPINOSA**, hereinafter referred to as the "JSEC".

## WITNESSETH:

**WHEREAS**, the DBM requires the services of a qualified contractor for the maintenance of two (2) units schindler elevator installed at DBM Boncodin Hall;

**WHEREAS**, the two (2) units elevator were supplied and installed by JSEC, the exclusive distributor for schindler lifts and escalators and maintain schindler equipment in the Philippines;


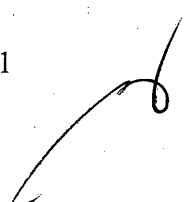
**WHEREAS**, in accordance with Section 50 of Republic Act (RA) No. 9184 and its Implementing Rules and Regulations (IRR), Direct Contracting may be resorted in the procurement of goods or those sold by an exclusive dealer or manufacturer which does not have sub-dealers selling at lower prices and for which no suitable substitute can be obtained at more advantageous terms to the Government of the Philippines;

**WHEREAS**, the DBM Bids and Awards Committee, via Resolution No. 2011-24 dated April 28, 2011 recommended that the DBM enter into direct contracting with JSEC for the maintenance of the two (2) Schindler S3300 AP Elevator installed at Boncodin Hall in the amount of Twelve Thousand Three Hundred Twenty Pesos (P12,320.00) per month as proposed by JSEC (proposal attached as Annex "A"), which was duly approved by the Secretary of Budget and Management on even date;

**WHEREAS**, a Notice of Award attached as Annex "B" on May 13, 2011, which was accepted by JSEC on May 16, 2011;

**WHEREAS**, JSEC posted its performance security attached as Annex "C", as required in Section 39 of the IRR of RA No. 9184.

**NOW, THEREFORE**, the parties hereto mutually stipulate and agree as follows for and in consideration of the following premises:

 1 



**A. The Installation**

JSEC will provide the maintenance services to the installation as described below:

Two (2) units "Schindler S3300 AP Elevators," 800 kg load capacity,  
1.0 mps speed serving four (4) stops/opening in line.

**B. Service**

JSEC undertakes to provide the following services:

- (a) a regular and systematic examination of the installation in accordance with all pertinent regulations and when necessary the lubrication and adjustment (other than rope shortening) of all machinery, controllers, gates, doors, locks, guide rails, guide shoes, ropes and safety appliances. This service will not include cleaning of elevator car interiors or equipment other than equipment within elevator shaft(s) or machine room(s). This work will be performed, once a month during JSEC's normal working hours.
- (b) the supply of the following **FREE OF CHARGE**:
  - 1. Grease (except major repair)
  - 2. Cotton Waste
  - 3. Sand Paper
  - 4. Oil (except gear & buffer oil)
  - 5. Contact cleaner
  - 6. Cable tie for minor repair
  - 7. Rope anti-twist and clips
  - 8. Screws and bolts for minor repair
- (c) to provide a 24-hour hotline emergency number 811-54-38 and respond within four (4) hours if report is made during JSEC ordinary working hours i.e. 8:00 a.m. to 5:00 p.m. Monday to Saturday, excluding holidays, or within six (6) hours, if report is made outside of JSEC's ordinary working hours from receipt of report by DBM or any of its representatives on any breakdown or faulty operation of the Installation. Upon arrival at the site of installation, JSEC representative must take any and all action necessary to ensure the safety and release of passengers, if any, and the proper functioning of the installation.
- (d) in order to provide additional security to the passengers of the installation, JSEC shall train designated personnel of the DBM in the basic procedures of manual release of trapped passengers within seven (7) working days from effectivity of the contract.
- (e) request by the DBM of work outside the coverage of this contract shall follow the rules on amendment to order under the contract implementation guidelines for the procurement of goods, supplies and materials issued by the Government Procurement Policy Board as Annex "D" of the Implementing Rules and Regulation of Republic Act No. 9184 and will entitle JSEC to make a reasonable extra charge to be borne and paid by the DBM.

**C. Payment**

In consideration of provision by JSEC of the Services, the DBM shall to JSEC the sum of **Twelve Thousand Three Hundred Twenty Pesos (P12,320.00)** per calendar month inclusive of all costs and taxes only upon completion and acceptance by the DBM through the Director of Administrative Service of JSEC's Services.

For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. No. 9184 and its IRR.

#### **D. Other Provisions**

1. **Access.** During JSEC's normal working hours the DBM shall afford it full access to the installation for the due performance of this Agreement. JSEC's personnel entering the DBM's premises pursuant to this Agreement will comply any reasonable direction of the DBM or of any authorized officer of the DBM relating to such access.
2. **Notification.** The DBM undertakes to inform JSEC of any equipment malfunction as soon as the DBM, its authorized representatives or agents has either constructive or actual knowledge of such malfunction.
3. **Unauthorized Contractors.** The DBM undertakes that during the subsistence of this Agreement it will not allow or permit any person not authorized by JSEC in writing to do any work whatsoever in connection with the service maintenance or repair to the installation or any part thereof.
4. **Government Fees.** The DBM undertakes to pay all fees or charges payable to any instrument of government or to any other duly constituted authority relating to the use or operation of the Installation, or otherwise in connection with this Agreement.
5. **Quotations for Works of Repair.** JSEC will provide the DBM with a written quotation of extra charges for his confirmation and acceptance in writing prior to any repair works being put in hand. Any defective parts shall be turned over to the DBM to be re-used and/or disposed in accordance with relevant government disposal rules and regulations.
6. **Availability of Stock parts.** JSEC maintains a reasonable level of stock parts necessary for routine maintenance and emergency repairs. However, nothing in this Agreement shall be construed as an undertaking warranty or guarantee by JSEC that it is or at any time be able to supply any materials or component parts to service maintain or repair the Installation, other than those materials necessary for the carrying out of the Service in accordance with this Agreement.
7. **Payment of extra charges.** JSEC will from time to time submit to the DBM an account of any extra charges payable under any provision of this Agreement and the amount of each such account shall be due and payable by the DBM within 30 days of its date of issue.
8. **Intellectual Propery Rights.** JSEC 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 JSEC's service equipment, which additional equipment and/or software shall at all times belong to JSEC and which JSEC may remove on termination of this Contract. The DBM grants JSEC the right electronically to connect its service equipment to the Equipment and full access to read, use and update the data produced by the Control Software.

9. **Limitation of Liability.** Both parties must at all times exercise the diligence of a good father of a family. In case of loss, damage or injury, the party at fault shall bear all costs and such other consequences.
10. **Performance Security.** The performance security posted in favor of the DBM shall be forfeited in the event it is established that JSEC is in default in any of its obligations under the contract. The other provisions on performance security under Section 39 of the Revised IRR of RA No. 9184 shall be applicable to this Contract.
11. **Termination of Contract.** This Contract may be terminated by DBM either due to default of JSEC, or for other causes in accordance with the provision of the Guidelines on Termination of Contracts issued through Government Procurement Policy Board (GPPB) Resolution No. 018-2004 dated December 22, 2004.

The contract may be terminated by JSEC solely for unjustifiable refusal on the part of DBM to make payment for services rendered by the JSEC.

12. **Notices.** Any written notice required to be served by one party upon under the terms of this Agreement shall be made by way of registered mail or by facsimile to the recipient at the address set out in this Agreement.

In the event that any written notice and/or request or reminder for payment together with any or all supporting documents necessary for processing of the monthly maintenance fee will be lost by the DBM or his duly authorized representatives for reasons not due to the fault, negligence or omission on the part of JSEC's employees and the said missing documents could not be found despite reasonable search, JSEC shall upon the request of the DBM provide another set of the missing documents for DBM's file and records.

13. **Essential Repairs.** If in the opinion of JSEC it is necessary to effect essential repairs or replacements which relate to the safety of the installation which are not within JSEC's obligations under this Agreement, it shall notify the DBM of same and request prompt written instructions from the DBM for the immediate carrying out of such repairs or replacements at the DBM's expense. If the DBM shall fail to give such written instructions within 7 days of being so requested, JSEC shall at its option be entitled to suspend the Service.
14. **Non-Assignment.** This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.
15. **Applicable Laws.** The implementation of this Contract is further governed by the Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials issued by the GPPB as Annex "D" of the IRR of R.A.No. 9184 as well as such other laws and issuances applicable to this Contract.
16. **Entire Agreement.** This Agreement sets out the entire agreement between JSEC and the DBM as to the servicing of the Installation.

This Agreement cannot be changed, amended or modified without the express written consent of both parties

This Agreement cannot be changed, amended or modified without the express written consent of both parties

This Agreement shall take effect \_\_\_\_\_, 2011 until December 31, 2011.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this \_\_\_ day of JUN 29 2011 in the DBM, Malacanang, Manila Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT  
By: \_\_\_\_\_

JARDINE SCHINDLER  
ELEVATOR CORPORATION  
By: \_\_\_\_\_

FLORENCIO B. ABAD  
Secretary

RICARDO ESPINOSA  
Managing Director

SIGNED IN THE PRESENCE OF:

VIRGINIA G. GARRIEL  
Director, AS-DBM

[Signature]

Funds Available: \_\_\_\_\_  
ESPERANZA Q. IGNACIO  
Chief Accountant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF MANILA ) S.S.  
MAKATI CITY

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this \_\_\_ day of JUN 29 2011, personally appeared the following:

NAME	CTC & VALID ID	DATE & PLACE OF ISSUE
FLORENCIO B. ABAD	CTC#09309238 Passport#DE0000011	Jan. 26, 2011, Basco Batanes Jan. 14, 2011, Manila
RICARDO ESPINOSA	CTC #01296102 Passport#XX3437515	Jan. 18, 2011, Manila DFA Manila

known to me to be the same persons who executed the foregoing Agreement and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This Agreement refers to **ELEVATOR MAINTENANCE SERVICE AGREEMENT** consisting of nineteen (19) pages including this page and its Annexes, signed by the parties and their material witnesses.

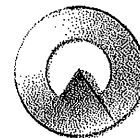
WITNESS MY HAND AND SEAL this JUN 29 2011 day of \_\_\_\_\_, 2011.

Doc. No. 65;  
Page No. 14;  
Book No. XIV;  
Series of 2011

ATTY. GERVACIO B. ORTIZ JR.  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2011  
ROLL OF ATTORNEY 40091  
MCLE COMPLIANCE NO. III-0014282  
IBP NO. 656155-LIFETIME MEMBER  
PTR. 2641658 JAN. 3, 2011 MAKATI CITY



**Jardine Schindler**



**Schindler**

**DEPARTMENT OF BUDGET & MANAGEMENT**

General Solano St. San Miguel,  
Manila

Attention: **DIR. VIRGINIA G. GARIEL**  
Director of Admin. Service

Copy to : **MS. JOCEY CENTENO**

From **BETTY PULIDO**  
Telephone 811-5438 Ext. # 109  
E-mail [betty.pulido@ph.schindler.com](mailto:betty.pulido@ph.schindler.com)  
Reference No DBM-L04-2k11  
Date 15 April 2011  
Subject **MAINTENANCE CONTRACT PROPOSAL FOR YOUR TWO (2) UNITS SCHINDLER PASSENGER ELEVATORS AT DBM**

Dear Valued Client,

This refers to your telephone conversation with our Service Sales Representative, Ms. Vanessa Moran regarding the above subject.

As requested, we are forwarding five (5) sets of our revised Service Agreement for Elevator Maintenance Work reflecting the discounted amount from P16,800.00 to P12,320.00 per month inclusive of VAT effective 1<sup>st</sup> of April 2011.

Also attached is the certified true copy of our 2011 Exclusive Distributorship for your reference and file.

We thank you for your kind attention and please inform us when we can pick up the signed contract for notarization.

Faithfully yours,  
For and on Behalf of  
**JARDINE SCHINDLER ELEVATOR CORP.**

  
**BETTY PULIDO**  
EI Contracts Manager

Jardine Schindler Elevator  
Corporation  
8th Floor, Pacific Star Building,  
Cor. Sen. Gil Puyat Ave and  
Makati Ave, Makati City  
Philippines  
Tel (632) 811 5438  
Fax (632) 843 1419  
[www.schindler.ph](http://www.schindler.ph)

Cebu Branch:  
Unit 1-E Marison Condominium  
Rosal corner Tojong Streets  
Lahug, Cebu City  
Tel (032) 234 0438  
Tel/Fax (032) 234 0436

Jointly owned by



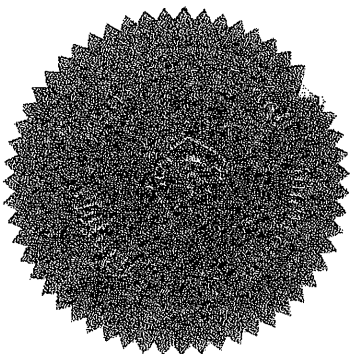
SGS No. DM000448

To whom it may concern, I, WAI-PAT WONG

Not lawfully authorized admitted and sworn, residing and working in Hong Kong Special Administrative Region of the People's Republic of China do hereby Certify that the signatures subscribed to the annexed INFORMATION LETTER of JARDINE CHINDLER HOLDINGS LIMITED are the true and correct signatures of the MR. ADAM KESWICK (satisfactorily identified to me by his United Kingdom of Great Britain and Northern Ireland Passport No.761270097 in the name of ADAM CHARLES KESWICK) and MR. SIMON KIRK (satisfactorily identified to me by his United Kingdom of Great Britain and Northern Ireland Passport No.761307336 in the name of SIMON RICHARD RADCLIFFE KIRK).

Certified True Copy

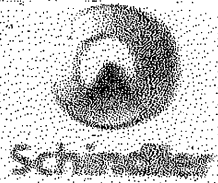
*Wai Pat Wong*



In Testimony whereof I have hereunto subscribed my name and affixed my Seal of Office this .....10th..... day of .....January..... in the year of our Lord Two thousand and Eleven

*Wai Pat Wong*

**Jardine Schindler**



January 10, 2011

**TO WHOM IT MAY CONCERN**

Re: **Exclusive Distributorship**

We hereby confirm Jardine Schindler Holdings Ltd., which are the exclusive distributors for Schindler lifts and escalators in South East Asia, has appointed the following company as its exclusive distributor in the Philippines to supply, install and maintain Schindler equipment:

**JARDINE SCHINDLER ELEVATOR CORPORATION**  
8<sup>th</sup> Floor, Pacific Star Building  
Corner Makati Avenue and  
Sen. Gil Puyat Avenue  
Makati City  
Philippines

For and on behalf of  
Jardine Schindler Holdings Ltd.

Handwritten signature of Adam Keswick in black ink.

**ADAM KESWICK**  
Director

Handwritten signature of Simon Kirk in black ink.

**SIMON KIRK**  
Chief Executive Officer

Jardine Schindler Group  
29th Floor, Devon House  
Talkoo Place, 979 King's Road  
Quarry Bay, Hong Kong

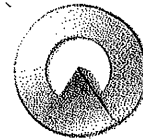
Tel (852) 2516 8168  
Fax (852) 2516 6026  
www.jardineschindler.com

Jointly owned by  
Jardines and Schindler

Certified True Copy

Handwritten signature in black ink, appearing to be "K. W. K. K. K." with a horizontal line underneath.





**Schindler**

**SERVICE AGREEMENT FOR ELEVATOR MAINTENANCE WORK**

Contract No. 7040626(A0)

This agreement is made on 15<sup>th</sup> of April 2011 between **DEPARTMENT OF BUDGET AND MANAGEMENT** of General Solano St., San Miguel, Manila (Owner) and **JARDINE-SCHINDLER ELEVATOR CORPORATION ("JSEC")** of 2307 Pasong Tamo Extension, Makati City, 1231 Philippines as follows:-

1. JSEC will provide the services set out in the First Schedule hereto ("the Services") to the Installation (as described below) at the premises of the Owner situated at DEPARTMENT OF BUDGET AND MANAGEMENT, General Solano St. San Miguel, Manila subject always to the terms and conditions set out in the Second Schedule hereto:-
2. This agreement will come into effect on the 1<sup>st</sup> of April 2011 and is mutually considered renewed every year thereafter unless written notice of termination or cancellation is served by either party to the other in accordance with the terms and conditions set out in the Second Schedule item 11 hereto.

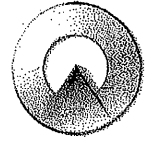
**THE INSTALLATION**

**Two (2) units "Schindler S3300 AP Elevators," 800 kg load capacity,  
1.0 mps speed serving four (4) stops/openings inline.**

**FIRST SCHEDULE**

**1. JSEC undertakes to provide the following services:-**

- (a) a regular and systematic examination of the installation in accordance with all pertinent regulations and when necessary the lubrication and adjustment (other than rope shortening) of all machinery, controllers, gates, doors, locks, guide rails, guide shoes, ropes and safety appliances. This service will not include cleaning of elevator car interiors or equipment other than equipment within elevator shaft(s) or machine room(s). This work will be performed, **once a month** during JSEC's normal working hours.
- (b) the supply of the following **FREE OF CHARGE**:
  1. Grease (except major repair)
  2. Cotton Waste
  3. Sand paper
  4. Oil (except gear & buffer oil)
  5. Contact cleaner
  6. Cable tie for minor repair
  7. Rope anti-twist and clips
  8. Screws and bolts for minor repair
- (c) to send at Owner's request, as soon as reasonably possible during JSEC's ordinary working hours (between 8:00 a.m. to 5:00 p.m., Mondays to Saturdays except holidays), one or more of its personnel to attend to, investigate and report on any breakdown or faulty operation of the installation.
- (d) in cases of emergency outside JSEC's ordinary working hours to send, as soon as reasonably possible after receiving the Owner's request, one or more of its personnel to release passengers and/or take any action necessary to render the Installation safe. In this connection, JSEC will train designated personnel of the Owner in the basic procedures of manual release of trapped passengers only upon receipt of written request from the Owner, and will provide a 24 hour 'hot line' response number for emergency contacts.



**Schindler**

- (e) any attendance under sub-clauses (c) or (d) above arising out of the false alarms or breakdown caused by misuse of Installation; or any callback attendance beyond JSEC normal working hours; or any attendance to remedy faults in the Installation which, in the reasonable opinion of JSEC are caused by adverse conditions will entitle JSEC to make a reasonable extra charge to be borne and paid by the Owner.
  - (f) to issue requisite annual certificates attesting to the condition of the installation, for the purpose of assisting the Owner in the procurement of requisite permits for the operation of the same.
2. **Other than as expressly provided above, JSEC shall perform the following only upon the payment of extra charges there for by the Owner.**
- (a) supply labor or materials, replacement gear/hydraulic oils or replacement parts or spare parts for the repair or maintenance of the Installation, or
  - (b) attend and/or to carry out inspections and/or tests required by statutory authorities or others, or carry out repair or replacement of any portion of the Installation consequent upon any such inspection or test, or
  - (c) carry out any alteration or addition to the Installation which may be required by any statutory authority or by the reason of the introduction of any new or varied regulation, code, act, by-law or the like applicable to elevators or escalators.
3. In consideration of provision by JSEC of the Services the Owner shall pay to JSEC the sum of PESOS: **TWELVE THOUSAND THREE HUNDRED TWENTY ONLY (P12,320.00)** per calendar month inclusive of Value Added Tax. Such amount shall be payable thru bank account of Jardine Schindler on the first week of every calendar month starting **April 2011**.

#### **SECOND SCHEDULE**

1. **Access**

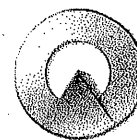
During JSEC's normal working hours the owner shall afford it full access to the Installation for the due performance of this Agreement. JSEC's personnel entering the Owner's premises pursuant to this Agreement will comply any reasonable direction of the Owner or of any authorized officer of the Owner relating to such access.

2. **Notification**

The Owner undertakes to inform JSEC of any equipment malfunction as soon as the Owner, its authorized representatives or agents has either constructive or actual knowledge of such malfunction.

3. **Cost Variation**

The amount payable for the Services is based upon costs of labor, materials and administration prevailing on the day on which this Agreement is entered into. JSEC shall be entitled to vary such amount only by giving not less than two (2) calendar months' notice in writing to the Owner stating the revised amount payable in respect of the Services, and unless the Owner shall exercise his right of termination in accordance with these terms such revised amount shall be payable by the Owner from the commencement of the calendar month next following the expiry of the contract entered into.



**Schindler**

**4. Unauthorized Contractors**

The Owner undertakes that during the subsistence of this Agreement it will not allow or permit any person not authorized by JSEC in writing to do any work whatsoever in connection with the service maintenance or repair to the Installation or any part thereof.

**5. Government Fees**

The Owner undertakes to pay all fees or charges payable to any instrument of government or to any other duly constituted authority relating to the use or operation of the Installation, or otherwise in connection with this Agreement.

**6. Quotation for Works of Repair**

JSEC will provide the Owner with a written quotation of extra charges for his confirmation and acceptance in writing prior to any repair works being put in hand. Any defective parts which may be replaced shall be removed from site for disposal by JSEC.

**7. Availability of Stock parts**

JSEC maintains a reasonable level of stock parts necessary for routine maintenance and emergency repairs. However, nothing in this Agreement shall be construed as an undertaking warranty or guarantee by JSEC that it is or at any time be able to supply any materials or component parts to service maintain or repair the Installation, other than those materials necessary for the carrying out of the Services in accordance with this Agreement.

**8. Payment of extra charges**

JSEC will from time to time submit to the Owner an account of any extra charges payable under any provision of this Agreement and the amount of each such account shall be due and payable by the Owner within 30 days of its date of issue.

**9. Intellectual Property Rights**

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 electronically to connect its service equipment to the Equipment and full access to read, use and update the data produced by the Control Software.

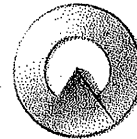
**10. Limitation of Liability**

10.1 JSEC will not be liable to the Owner or any other person whomsoever:

(i) In respect of any loss, damage or injury to persons or property sustained by the Owner or any other persons howsoever caused except as may arise solely from the negligence of JSEC or its employees.

(ii) In respect of any loss or damage or delay caused directly or indirectly by acts of government, strikes, lock-outs, fire, explosions, theft, flood, riots, civil commotion, war, acts of God, or any other circumstances outside the control of JSEC.

Where any loss damage or injury occurs as a result of the use of the Installation there shall be no presumption that it arose out of any negligence on the part of JSEC or its employees and the onus of proof in this regard shall rest with the Owner.



**Schindler**

10.2 It is further expressly agreed and acknowledged by the Owner that JSEC's liability under Condition 10.1 (i) 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 loss or damage (economic or physical) of any kind whatsoever.

10.3 For the avoidance of doubt, and notwithstanding any other provision of this Agreement, JSEC shall not be responsible for informing the Owner of any change in any regulation, by-law or the like issued by instrument of government or any other duly constituted authority relating to the use or operation of the Installation.

#### **11. Termination**

11.1 The owner may terminate this Agreement by thirty (30) days' notice to Schindler if:

- (i) Schindler is in material breach of any of the terms of this Agreement and Owner has brought the breach in writing to the attention of Schindler who continues to commit the same breach 30 days after the receipt of the notification; or
- (ii) Schindler fails to provide any of the Services or the Services are not provided satisfactorily and Owner has given Schindler notice of such non-performance or unsatisfactorily performance and Schindler continues to commit the same breach 30 days after the receipt of the notification; or
- (iii) Schindler becomes bankrupt or being a corporation goes into liquidation or has a receiver appointed over all or parts of its revenue or assets; or
- (iv) The Premises are demolished, redeveloped, refurbished, assigned, disposed of, sold or the interest in the Premises is transferred.

Termination under this condition 11.1 is without prejudice to the accrued rights of Owner.

11.2 JSEC may terminate this Agreement forthwith upon written notice to the owner if:

- (i) the Owner does not pay any amount due under this Agreement within 30 days of its due date; or
  - (ii) the Owner is in material breach of any of the provisions of this Agreement; or
  - (iii) the Owner shall become bankrupt, or being a corporation if the Owner shall go into liquidation or have a receiver appointed over all or parts of its revenues or assets.
- In the event of any such termination, JSEC will be under no further obligation under this Agreement and all monies to be paid by the Owner under this Agreement shall become immediately due and payable.

11.3 Without prejudice to its right to terminate this Agreement under Clause 11.2 above, if the Owner does not pay any amount due under this Agreement within 30 days of its due date or if JSEC is owed monies by the owner under any other Agreement in regard to the Installation and such monies have not been paid within 30 days of the due date JSEC may exercise its option and upon written notice to the Owner forthwith to suspend provision of the Services until all such amounts owing by the Owner have been paid in full. In any such event, the Owner will be liable to pay JSEC for interest calculated at the rate of 14% per annum on any overdue amount until the date that payment of same is received by JSEC.

#### **12. Notices**

Any written notice required to be served by one party upon another under the terms of this Agreement shall be made by way or registered mail or by facsimile to the recipient at the address set out in the Articles to this Agreement.



**Schindler**

12.1 In the event that any written notice and/or request or reminder for payment together with any or all supporting documents necessary for processing of the monthly maintenance fee will be lost by the OWNER or his duly authorized representatives for reasons not due to the fault, negligence or omission on the part of JSEC's employees and the said missing documents could not be found despite reasonable search, JSEC shall upon the request of the OWNER provide another set of the missing documents for the OWNER's immediate file and records.

12.2 Should the additional documents be lost for the second time for reasons not attributable to JSEC and for causes beyond JSEC's control or force majeure, JSEC shall provide another set of the supporting documents at a cost of not more than **One Thousand Pesos (Php 1,000.00)** as cost for *handling fee* which shall be inclusive of administrative and overhead expenses. This cost shall be added to the monthly maintenance billing on which the loss fall due and the corresponding month when the request was made.

**13. Essential Repairs**

If in the opinion of JSEC it is necessary to effect any essential repairs or replacements which relate to the safety of the Installation which are not within JSEC's obligations under this Agreement, it shall notify the Owner of same and request prompt written instructions from the Owner for the immediate carrying out of such repairs or replacements at the Owner's expense. If the owner shall fail to give such written instructions within 7 days of being so requested, JSEC shall at its option be entitled either to:-

- (i) suspend the Services, or
- (ii) terminate this Agreement by written notice to the Owner and, in addition, to advise the appropriate statutory authority of the installation

In this same connection, JSEC shall have no liability for any damage, loss or injury to person(s) or property suffered, whether wholly or partly in consequence of the Owner's failure to authorize implementation of any such essential repairs.

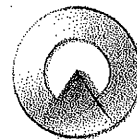
**14. Non-Assignment**

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

**15. Entire Agreement**

15.1 This Agreement sets out the entire agreement between JSEC and the Owner as to the servicing of the Installation and supersedes and cancels any and all contracts, agreements, understandings and commitments made by JSEC and the Owner with respect to the same matter.

15.2 This Agreement cannot be changed, amended or modified without the express written consent of both parties.



**Schindler**

**16. Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the Republic of the Philippines.

Signed on the day and year first written above

For and in behalf of  
**THE OWNER:**

Signature

Name:

Title:

In the presence of:

Signature

Name:

Title:

For and behalf of

**JARDINE-SCHINDLER  
ELEVATOR CORPORATION**

Signature

Name: **RICARDO ESPINOSA**

Title: Managing Director

In the presence of:

Signature

Name: **JAN EE CHAN**

Title: PLM-EI Head



REPUBLIC OF THE PHILIPPINES  
Department of Budget and Management  
Malacañang, Manila

**NOTICE OF AWARD**

May 13, 2011

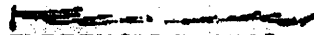
**Mr. Ricardo Espinosa**  
*Managing Director*  
Jardine-Schindler Elevator Corporation  
2307 Pasong Tamo Extension  
Makati City 1231

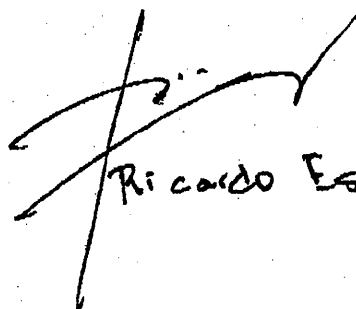
**Dear Mr. Espinosa:**

Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2011-24, we are pleased to inform you that the contract for the Maintenance of the two (2) Schindler S3300 AP Elevators installed at Boncodin Hall is hereby awarded to you in the amount of Ninety-Eight Thousand Five Hundred Sixty Pesos (P98,560) for an eight-month service.

In this regard, you are hereby required to post a performance security in the amount and form as stated in Section 39 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to signing of the contract.

Very truly yours,

  
**FLORENCIO B. AHAD**  
*Secretary*

  
Ricardo Espinosa



**ASIA INSURANCE (PHILIPPINES) CORPORATION**  
(Formerly Asia Traders Insurance Corporation)

Manila Office : 15/F, Tytana Plaza, Plaza Lorenzo Ruiz,  
Binondo, Manila, Philippines 1006 P.O. Box 722  
Tel. No. (632) 241 5201; Fax No. (632) 241 6257

Makati Office : 29/F, Chatham House, 116 Valero cor. V.A. Rufino Sts.  
Salcedo Village, Makati City, Philippines  
Tel. No. (632) 845 3223; Fax No. (632) 888 2309

AIPC BOND NO. G(16)-00958/NSMBP2

Rate	3.696000 %
Premium	1,092.83
Doc Stamp	167.00
EVAT	131.14
SF/NF	200.00
LGT	2.17
<b>TOTAL</b>	<b>1,593.16</b>

**SURETY BOND**

---00000---

**KNOW ALL MEN BY THESE PRESENTS:**

That we, **JARDINE SCHINDLER ELEVATOR CORPORATION** of 8<sup>th</sup> Floor, Pacific Star Building, Corner Sen. Gil Puyat Avenue and Makati Avenue, Makati City as Principal, and the **ASIA INSURANCE (PHILS.) CORPORATION**, duly organized and existing under and by virtue of the laws of the Philippines with principal office at Plaza Lorenzo Ruiz, Binondo Manila, Philippines, as Surety, are held and firmly bound unto the **DEPARTMENT OF BUDGET AND MANAGEMENT**, in the amount of **PESOS: TWENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT ONLY (P29,568.00), Philippine Currency** for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this Obligation are as follows:

WHEREAS, in the Agreement entered into by and between the Principal and the Oblige, the Principal agreed and covenanted to undertake the "MAINTENANCE OF THE TWO (2) SCHINDLER S3300 AP ELEVATORS INSTALLED AT BONCODIN HALL", as per Notice of Award dated April 20, 2011, a copy of which is hereto attached for reference;

WHEREAS, this bond is conditioned to guarantee the faithful compliance of the Principal of its obligations to complete the above-mentioned project. Provided, however, that the liability of the Surety under this bond shall in no case EXCEED the amount of PESOS: TWENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT ONLY (P29,568.00), Philippine Currency;

FURTHERMORE, any liability incurred by the Principal, whatever nature or concept prior to the effectivity of this bond shall not be taken into account under this undertaking.

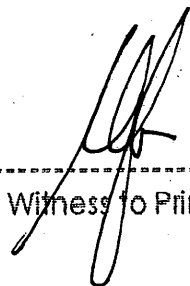
==oO( NOTHING FOLLOWS )Oo==

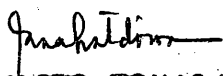
WHEREAS, the afore-mentioned obligee requires said principal to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on his/her part of said undertakings.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated above, then this obligation shall be null and void; otherwise It shall remain in full force and effect.


Liability of **ASIA INSURANCE (PHILIPPINES) CORPORATION** under this bond will expire on **FEBRUARY 23, 2012** and this Bond will deemed automatically cancelled fifteen (15) days after its expiration, unless ASIA INSURANCE (PHILIPPINES) CORP. is notified in writing within period of any existing obligation thereunder. It is hereby further agreed and understood that no action, at law or equity shall be brought against the Surety under this bond unless the same is brought before a competent Court within one year from the date said written notice of any existing obligations is received by the Surety, as herein stipulated.

IN WITNESS WHEREOF, we have set our hands and signed our names on this 27<sup>th</sup> day of May, 2011 in the City of Manila, Philippines.

  
-----  
Witness to Principal

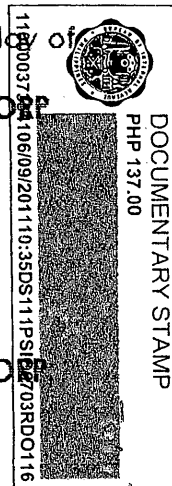
  
-----  
**ISAAC STO. TOMAS-DIZON c/o AIPC**  
-----  
Witness to Surety

**JARDINE SCHINDLER ELEVATOR CORP**  
(Principal)

By:   
**JONATHAN B. CASUGA**  
PLM - NI Manager

**ASIA INSURANCE (PHILIPPINES) CORP**  
TIN 000-745-925  
(Surety)

By:   
-----  
**LEONIDES S. DE LEON**  
Manager, Surety





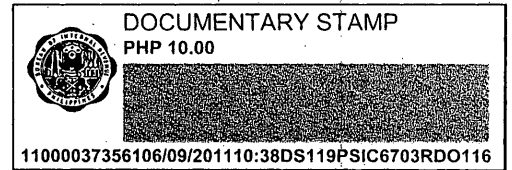


**ASIA INSURANCE (PHILIPPINES) CORPORATION**  
*(Formerly Asia Traders Insurance Corporation)*

Manila Office : 15/F, Tytana Plaza, Plaza Lorenzo Ruiz,  
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 Salcedo Village, Makati City, Philippines  
 Tel. No. (632) 845 3223; Fax No. (632) 888 2309

AIPC BOND NO. G(16)-00958/NSMBP2



**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
 CITY OF MANILA ) S.S.

In the City of Manila, Philippines, this 27<sup>th</sup> day of May, 2011 personally appeared before me:

**JONATHAN B. CASUGA** with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, in his capacity as **PLM-NI Manager of JARDINE SCHINDLER ELEVATOR CORPORATION** with Corporate Community Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_;

**LEONIDES S. DE LEON** with Social Security System No. 33-1310799-8 in his capacity as Manager, Surety of **ASIA INSURANCE (PHILIPPINES) CORPORATION** with Tax Identification No. 000-740-925;

who executed the foregoing document, which they confirmed and ratified, declaring the same to be their free and voluntary act and deed and as well as the free and voluntary act and deed of the corporations represented herein.

Doc. No. : 16  
 Page No. : 4  
 Book No. : XII  
 Series of : 2011

**ATTY. ROMEO M. MONFORT**  
 NOTARY PUBLIC  
 PTR. NO. 9291410  
 ISSUED ON January 13, 2011  
 AT MANILA  
 UNTIL DECEMBER 31, 2011  
 IBP. NO. 762774  
 ROLL NO. 27932

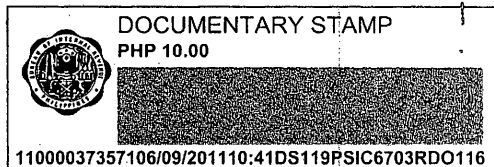


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AIPC BOND NO. G(16)-00958/NSMBP2



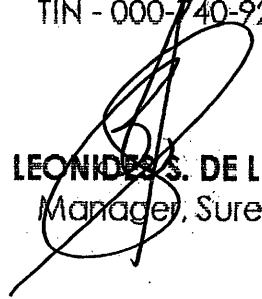
**AFFIDAVIT OF JUSTIFICATION**

REPUBLIC OF THE PHILIPPINES )  
 CITY OF MANILA ) S.S.

**LEONIDES S. DE LEON** of the ASIA INSURANCE (PHILIPPINES) CORPORATION, having been duly sworn, states and deposes that the said ASIA INSURANCE (PHILIPPINES) CORPORATION, is a corporation duly organized and existing under and by virtue of the laws of the Philippines and duly authorized to execute and furnish surety bonds for all purposes within said country and that it is actually worth the amount specified in the foregoing undertaking, to wit: **PESOS: TWENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT ONLY (P29,568.00). Philippine Currency** over and above all just debts and obligations and property exempt from execution, and that it has no pending obligation demandable and outstanding in any amount to the Government or any of its agencies as of the last day of the month proceeding the date the bond is issued or posted.

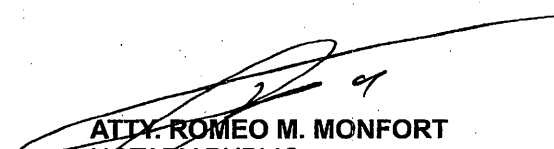
**Asia Insurance (Philippines) Corporation**  
 TIN - 000-740-925

By:

  
**LEONIDES S. DE LEON**  
 Manager, Surety

SUBSCRIBED AND SWORN to before me this 27<sup>th</sup> day of May, 2011 at Manila, Philippines, affiant exhibiting to me his Social Security System No. 33-1310799-8;

Doc. No. : 17  
 Page No. : 4  
 Book No. : XII  
 Series of : 2011

  
**ATTY. ROMEO M. MONFORT**  
 NOTARY PUBLIC  
 PTR. NO. 9291410  
 ISSUED ON January 13, 2011  
 AT MANILA  
 UNTIL DECEMBER 31, 2011  
 IBP. NO. 762774  
 ROLL NO. 27932



Republika ng Pilipinas  
Republic of the Philippines  
Kagawaran ng Pananalapi  
Department of Finance  
**KOMISYON NG SEGURO**  
INSURANCE COMMISSION

**KATIBAYAN NG PAGKAMAYKAPANGYARIHAN**  
CERTIFICATE OF AUTHORITY

**ITO AY PATUNAY** na ang  
(This is to certify that

**ASIA INSURANCE (PHILIPPINES) CORPORATION**  
**NG LUNGSOD NG MAYNILA, PILIPINAS**

na isang

pang **DI-BUHAY**  
**NON-LIFE**

**(FIRE, MARINE, CASUALTY & SURETY)** except Customs Bonds

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas  
*insurance company, has complied with all requirements of law*

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban  
*of the Philippines relative to such insurance companies, and it is hereby granted*

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng  
*this CERTIFICATE OF AUTHORITY to transact*

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi, ng ikatatumpung  
*the class of insurance business above set forth until twelve o'clock midnight, on the thirtieth*

araw ng Hunyo, taong dalawampung libo't labing-isa  
*day of June, year 2011*

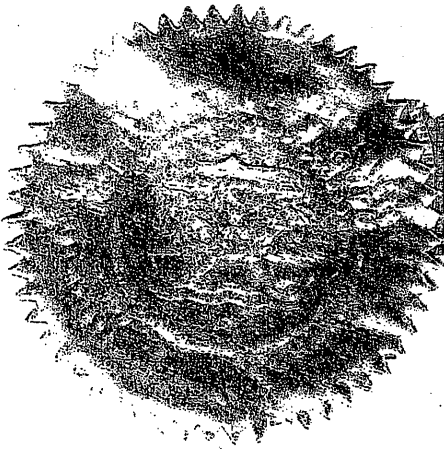
maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.  
*unless sooner revoked or suspended for cause.)*

Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan  
*(In WITNESS WHEREOF, I have hereunto subscribed my name*

at ikinintal ang Opisyal na Tatak ng aking Tanggapan  
*and caused my Official Seal to be affixed,*

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa  
*at the City of Manila, Philippines. This becomes*

simula ika-isa ng Hulyo 2010.  
*effective on 1 July 2010.)*



\*AO No. 34 issued on  
April 2, 1946

Date Issued: *15 July 2010*

*Vida T. Chiong*  
**VIDA T. CHIONG**  
Deputy Insurance Commissioner  
Officer-In-Charge

**CERTIFIED TRUE COPY.**  
**ASIA INSURANCE (PHILIPPINES) CORP.**

*[Signature]*  
Authorized Signature