



Department of National Defense  
**PHILIPPINE VETERANS AFFAIRS OFFICE**  
Quality Management System for Pension Management System  
ISO 9001:2015 Certified



Certificate Number: SCU0017130

## NOTICE OF AWARD


05 JAN 2022

**MR. JEREMIAH DAVID HELLER**  
Managing Director  
JARDINE SCHINDLER ELEVATOR CORPORATION  
20<sup>th</sup> Floor, Insular Life FCC Tower 1  
Alabang, Muntinlupa City

Dear Mr. Heller:

Please be informed that, upon the recommendation of the PVAO Bids and Awards Committee (BAC) as contained in its Resolution No. xx-PVAO-DC-JSEC-2021, the Philippine Veterans Affairs Office is awarding the contract for the **Maintenance and Repair Services of One (1) unit SCHINDLER Passenger Elevator** at the **Philippine-Korea Technological Cooperative Center** to **JARDINE SCHINDLER ELEVATOR CORPORATION** for the period **01 January to 31 December 2022** at a monthly maintenance fee of **Nineteen Thousand One Hundred Eighty Pesos (P 19,180.00)** or in the total contract amount of **Two Hundred Thirty Thousand One Hundred Sixty Pesos (P 230,160.00)** inclusive of Value Added Tax (VAT), subject to the successful negotiation and signing of the contract.

Very truly yours,

  
LTGEN ERNESTO G. CAROLINA AFP (RET)  
Administrator

Conforme:

  
JEREMIAH DAVID HELLER

Date: 4 January 2022

*Serbisyo sa Beterano, Serbisyo sa Bayan*

Veterans Compound, Camp General Emilio Aguinaldo, Quezon City  
Website: [pvao.gov.ph](http://pvao.gov.ph) / Tel. No. (02) 8912-4526

# Schindler Excellence<sup>®</sup>

## Comprehensive Maintenance Contract Lift

### Included Services:

- Comprehensive maintenance
- 24 Hours Call Back Service



# Comprehensive Maintenance Contract

CA-11-2022

Contract Number 131737475

Between PHILIPPINE VETERANS AFFAIRS OFFICE  
Veterans Compound,  
0000 Camp General Aguinaldo,-Quezon City  
Hereinafter "the Customer"

and Jardine Schindler Elevator Corporation  
20/F Tr 1, Insular Life Corporate Centre  
Insular Life Drive Filinvest Corp City  
1781 Manila-Alabang Muntinlupa City  
Hereinafter "SCHINDLER"

The Premises PHIL. KOREAN FRIENDSHIP CENTER  
Bayani Road Taguig  
1630 TAGUIG CITY-TAGUIG CITY

Equipment Number 81470002084 - PE1

Number of Visits per Year 12

## Scope of Services

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

PHP

## Maintenance Fee

In consideration of the provision by Schindler of the Services the Customer agrees to pay the Maintenance Fee on the Payment Dates.

Contract Period  
01 January 2022 – 31 December 2022

Contract Price Inclusive of VAT (Monthly Rate)  
PHP 19,180.00

The Maintenance Fee shall be due and payable 30 days from the date of invoice through bank transfer into the account of Jardine Schindler Elevator Corporation at **Standard Chartered Bank, Account No. 01-32547991018.**

Interest at the rate of 1% per month will be charged on overdue payments.

Payment Agreement : Invoice: monthly in arrear

**Duration of the Contract**

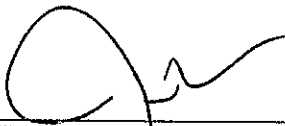
This contract commences from 01.01.2022 and will expire on 31.12.2022.

In the event that there is no renewal of this Contract prior to expiration of this Contract, this Contract shall continue for a further period of three (3) months upon the same terms and conditions herein contained.

The customer understands and accepts the General Terms and Conditions attached to this contract.

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For and on behalf of  
Schindler:



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**JEREMIAH DAVID HELLER**  
Managing Director

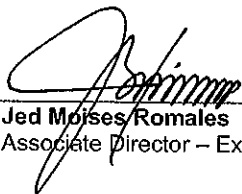
For and on behalf of  
the Customer:



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**ERNESTO G. CAROLINA**  
Administrator  
(Authorized Signatory)

Signed in presence of:



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**Jed Moises Romales**  
Associate Director – Existing Installation



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**COL. AGERICO G. AMAGNA, PAF(RET)**  
A Chief, UMHD  
(Authorized Signatory)



## Services Included in the Comprehensive Maintenance Contract (Annex 1)

### 1. Schindler Comprehensive 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, especially Factories and Machinery (Electric Passenger and Goods Lift) Regulations SCHINDLER commits to perform on the aforementioned lift installation(s) regular inspection and preventative maintenance. 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 lift installation(s);
- greasing the aforementioned subassemblies to the extent appropriate for the use made of the lift installation(s);
- checking and adjustment of the travel properties of the lift 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 lift 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 lift installation(s) of dirt originating within the installation;
- regular cleaning on lift machine room, car top, and checking if the pit condition is dry.

#### b. Operational Failures

SCHINDLER provides Call Back Service 24 hours per day seven days per week attending to any breakdown or faulty operation of the equipment.

SCHINDLER attends to operational failures which are detected during regular inspections and preventative maintenance or which occur between them and are reported to SCHINDLER by the Customer or named third parties. 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 minor and major repairs required to the equipment as a result of normal use shall be carried out under the terms of this agreement. 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.

Exclusions:

Provided always that the following are excluded from SCHINDLER'S aforesaid obligations:

- any work or replacement, repairing or finishing whatsoever of car enclosure, car illumination, car ventilators, any decorative work, shaft enclosure, door frames, car flooring, hoistway enclosures, hoistway door panels, gates, frames & sills, cylinders, plungers and buried piping.

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 installation that come into force subsequent to the date on which the lift installation was ordered from Schindler.
- replacement or modernisation of equipment or component that has become obsolete
- any repair renovation or replacement to the lift installation (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 third party supplied equipment and their interfaces such as 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 and multimedia on car display system and all such other additional peripherals and interfacing system that are additional and not standard to the lift operation

#### **d. Additional Services**

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



## TERMS AND CONDITIONS (Annex 2)

### 1. Performance of the Service

- a) SCHINDLER performs the services using recognized methods of maintenance. When performing the services SCHINDLER observes the legal regulations including safety and other regulations of applicable national and international standards organizations and especially Factories and Machinery (Electric Passenger and Goods Lift) Regulations for maintenance of lifts and escalators.
- b) Unless otherwise agreed in the description of services, SCHINDLER performs the services on working days between 8.00 am and 5.00 pm.
- c) SCHINDLER employs trained service technicians and provides tools and measuring instruments which are necessary for the services described.
- d) 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. The Customer shall then within 90 days from SCHINDLER's notification rectify the excluded work at its own expense to the satisfaction of SCHINDLER.

### 2. 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 update the data produced by the Control Software.

### 3. Duties of the Customer

- a) To enable the services to be performed, the Customer must allow SCHINDLER access to all parts of the equipment at any time.
- b) The Customer is obliged to notify defects, damage(s) and modifications which could impair functioning of the equipment immediately that come to his/her knowledge. The Customer remains the operator of the equipment. The legal obligations incumbent on the Customer in this capacity is not affected by this Contract.
- c) The Customer hereby undertakes to pay:
  - i) All fees charged by the Government, statutory bodies and all other relevant authorities which are chargeable or payable under the provisions of any law or statute in force in respect of the use and operation of the Equipment.
  - ii) Any tax, duty or other charges imposed in connection with this Contract by the Government, statutory bodies and all other relevant authorities whether or not retrospectively imposed.

### 4. Payment of Maintenance Fee

The Maintenance Fee shall be due and payable 30 days from date of invoice. Interest at the rate of 1% per month will be charged on overdue payments.

### 5. Limitation of Liability

- a) SCHINDLER will not be liable to the Customer or any other person whomsoever:
  - i) in respect of any claim, loss, damage, demand action proceeding cost or expense in connection with injury to persons or property arising from the use and operation of the Equipment howsoever caused except as may arise from the negligence of SCHINDLER or its servants or agents.
  - ii) in respect of any claim, loss, damage, demand, action, proceeding, cost or expense caused by strikes, fire, explosions, theft, flood, riots, civil commotion, war or any other circumstances beyond the control of SCHINDLER.
- b) SCHINDLER's liability under Clause 5 a) above shall be limited to such claim, loss or damage which is the direct consequence of such negligence and such as may reasonably have been contemplated by the parties herein and shall in no circumstances extend to any indirect consequential loss or damage.

**6. Right to Suspend Services**

- a) SCHINDLER is entitled to suspend services with written notice while not removing the Customer's obligation to pay the full maintenance fees if the Customer fails to grant access to the equipment or to pay the invoices when due.
- b) 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 against SCHINDLER as a consequence of the suspension.
- c) Before performing services after such suspension SCHINDLER will execute a separate audit at the Customer's cost.

**7. Change of Ownership**

- a) In the event there is a change in Owner of the building, the customer is obliged to notify SCHINDLER by official writing with 60 days prior notice. If the Contract is not terminated, the Customer shall to bear responsibility for the maintenance fee
- b) Both parties undertake to transfer all rights and duties under the Contract to their legal successors and shall not be assigned or transferred without the prior written consent of both parties.

**8. Supply of Spare Parts**

- a) SCHINDLER will to the best of its ability make available parts during the period of this Contract. Nothing in this Contract however 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 or component parts to service maintain or repair the Equipment. SCHINDLER will supply such materials, component parts only so far as these are available and necessary for the performance of their obligations hereunder. Where materials, component parts or 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.
- b) SCHINDLER assumes responsibility to dispose disassembled spare parts and components as well as changed oil and lubricants and ensures their proper disposal.

**9. Early Termination**

- a) The contract binds the parties for the agreed duration period.
- b) Either party may terminate this contract in case of material breach of contract by giving the other party thirty (30) days notice in writing.
- c) 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 to the Customer for duration of the Contract.
- d) 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.

**10. Restriction on Maintenance**

The Customer shall 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 having obtained a prior written consent of SCHINDLER.

**11. Entire Contract**

- a) This Contract sets out the entire Contract between SCHINDLER and the Customer with regards to the maintenance and repair of the Equipment and supersedes any contract, understanding and commitments between SCHINDLER and the Customer in respect of the same subject matter.
- b) This Contract cannot be changed, amended or modified without the express written consent of both parties.

**12. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of Philippines.





**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public, for and in the City of MUNTINLUPA CITY, Philippines personally appeared:

Name	Identification
JEREMIAH DAVID HELLER	Passport #5660867488 exp 09 May 2028
ERNESTO G. CAROLIN	Tin: No: 455-900-174-000

known to me to be the same persons who executed the foregoing maintenance agreement for **Philippine Veterans Affairs Office**, and they acknowledged to me that the same are their free and voluntary act, as well as that of the corporation they represent, and that they are duly authorized for the said purpose.

**MAR 16 2022**

WITNESS MY HAND AND SEAL on the date and at the place above- written.

Doc. No. at  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022 \_\_\_\_\_

Notary Public  
**PATRICIO L. BONCAYAO, JR.**  
 Notary Public  
 3rd Floor, KLC (formerly Ancestry) Bldg.,  
 Katonda, Alabang, Muntinlupa City  
 ICLE Compliance No. VI-0608192  
 Issued on 04-23-18; Valid until 4-14-2022  
 License No. 019651; 11-06-15; Pasay City  
 PIR No. 4120670; 01-03-22  
 Tel. No. 800-70-16; Muntinlupa City Until June 30, 2022  
 TIN: 137-734-581  
 Roll No. 33796  
 Tel. No. 800-70-16  
 patricio\_boncayao\_lawoffice@yahoo.com.ph

