

## PREVENTIVE MAINTENANCE AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

MAY 25 2017

This **AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_ City, Metro Manila, Philippines, by and between:

**OVERSEAS WORKERS AND WELFARE ADMINISTRATION**, a government agency duly organize/d and existing under Philippine laws, with principal business address at OWWA Center Bldg., F.B. Harrison St. corner 7<sup>th</sup> St., Pasay City, duly represented in this act by its Administrator, **HON. HANS LEO J. CACDAC** hereinafter referred to as the "**CLIENT**";

- and -

**PULSER ENTERPRISES, INC.**, a corporation duly organized and existing under Philippine laws, with principal business address at 2678 Gen. Cailles St., Bangkal, Makati City duly represented in this act by **JOHN MILLER BANARES**, Sales and Marketing Manager hereinafter referred to as the "**CONTRACTOR**", with a total contract amount of **NINETY NINE THOUSAND EIGHT HUNDRED FIFTEEN PESOS AND 39/100 (PHP99,815.39) ONLY**.

- WITNESSETH: That -

WHEREAS, the **CLIENT** is in need of an independent service contractor to handle the Preventive Maintenance of the **FIRE DETECTION ALARM SYSTEM** situated at OWWA Center Bldg., F.B. Harrison St. corner 7<sup>th</sup> St., Pasay City.

WHEREAS, the **CONTRACTOR** has represented that it is an independent and duly licensed contractor engaged in the business of providing the services required by the **CLIENT**, possessed with substantial capital, qualified manpower, equipment, tools and implements necessary for the performance thereof.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, the **CLIENT** hereby engages the services of the **CONTRACTOR** and accepts the same, under the following terms and conditions:

#### 1. OBLIGATIONS OF THE CONTRACTOR

- 1.1 The **CONTRACTOR** shall render, undertake and perform the services during regular working hour or after operating hours and the necessary equipment and tools shall be available to service the fire detection and alarm system.
- 1.2 To conduct monthly inspections and on such schedules detailed by the **CLIENT**, testing and safety audit of all equipment/facilities related to the systems and submit a monthly inspection report thereof, including therein appropriate recommendations to insure, as aforesaid, proper operation of the systems at all times and render them fit for the use/purpose for which they were intended.

- 1.3 To clean service and maintain all installed smoke/heat detectors, alarm units on a programmed schedule so as to insure that each unit is serviced at least once every three months.
- 1.4 To respond within 24 hours from receipt of notice, six days of the week, to any emergency call regarding the automatic whenever found under any trouble condition; and to submit a report thereof, including appropriate recommendation.
- 1.5 To provide free of charge, labor and expertise for minor repairs.
- 1.6 To provide in case of major repairs and replacement of vital parts, expert assessment of the extent of the damage and the scope of repair work to be done.
- 1.7 All equipment, tools, implements, and materials necessary for the performance of the services called for under this Agreement to be provided by the CONTRACTOR or in some cases as may be necessary, by the CLIENT, shall be under the exclusive account of the CONTRACTOR. Further, the CONTRACTOR hereby guarantees the quality of the equipment, tools, implements and materials it will use.
- 1.8 To perform the services called for, the CONTRACTOR shall on its own exclusive account, employ and detail at the premises designated by the CLIENT such number of personnel as shall be sufficient to accomplish completely and expeditiously the Contracted Services. The CONTRACTOR warrants that all personnel assigned to the CLIENT (hereinafter the "Assigned Personnel"):
  - a. are physically fit and of good moral character;
  - b. have not been convicted of, or facing trial for, any crime or offense and have favorable National Bureau of Investigation (NBI) clearances;
  - c. have been properly trained and thoroughly screened by the CONTRACTOR prior to their engagement; and
  - d. have medical certificates attesting to their fitness for the work involved.
  - e. The CONTRACTOR have at least three (3) years of documented experience in handling fire alarm system
- 1.9 **REPAIRS AND PARTS REPLACEMENT.** In the event that repairs or replacement of parts are necessary to keep the fire alarm system of the CLIENT in operating conditions, the CONTRACTOR shall submit a report stating all findings, recommendations, and price quotations. Such repairs and cost of parts to be replaced shall be billed separately. PROVIDED, HOWEVER, that no repairs or replacement of parts shall be undertaken without the written consent of the duly authorized representative of the CLIENT.
- 1.10 **BILLING.** The CONTRACTOR'S billing to the CLIENT shall be supported by summary of attendance and job accomplishment report duly signed and confirmed by the representative of the CLIENT.
- 1.11 **ATTENDANCE.** The CONTRACTOR warrants that it will make available at all times relievers and/or replacements to ensure continuous service in the event of absences of the assigned personnel, and to closely monitor and supervise the work of its personnel.

- 1.12 **UNIFORM AND ID.** The persons whom the CONTRACTOR shall assign to perform the services called for shall be provided with uniforms and appropriate identification cards to be worn at all times while on duty or inside the CLIENT'S premises.

## 2. OBLIGATIONS OF THE CLIENT

- 2.1 **SATISFACTORY SERVICES.** For and in consideration of the services rendered, the CLIENT shall pay the CONTRACTOR the corresponding service fees, inclusive of 12% EVAT and subject to withholding tax in accordance with law:

Php 12,476.923/month

- 2.2 **PAYMENT OF BILLING.** The CLIENT shall pay the billing of the CONTRACTOR within thirty (30) working days from receipt of the billing or service invoice, PROVIDED, HOWEVER, that the billing is supported by pertinent documents referred to in paragraph 1. hereof.

## 3. WARRANTIES OF THE PARTIES

The parties warrants that they have the required governmental authority and all necessary corporate authority to enter into this Agreement and to perform their respective obligations hereunder which shall be binding on their assigns or successors-in-interest.

## 4. EFFECTIVITY AND TERMINATION

This Agreement shall take effect this **1<sup>st</sup> day of May 2017** and shall continue to be effective until **31<sup>st</sup> day of December 2017**, and may be renewed every year thereafter on mutual agreement in writing unless terminated and agreed upon by both parties herein with or without cause by giving the other party a written notice of at least thirty (30) days prior to the intended date of termination. PROVIDED, HOWEVER, that either party may immediately terminate this agreement on written notice without need of observing the said prior thirty (30) days' notice should one party violates the provisions of this Agreement. PROVIDED, FURTHER, that the foregoing shall be without prejudice to whatever rights and obligations that may have accrued at the time of termination.

## 5. NON-WAIVER OF RIGHTS

The failure by any of the parties to require or enforce the performance of any provision hereof or to act accordingly in case of breach of any provision hereof shall not in any manner be construed as a waiver of the right to require or enforce the same or be held to be a waiver of any succeeding breach of any provision, or a waiver of the provision itself.

## 6. ENTIRE AGREEMENT

This agreement embodies the entire understanding between the parties and supersedes all prior agreements, verbal or written, between the parties. In the event of conflict or inconsistency between this Agreement and the Fire Alarm Maintenance Proposal, the provisions of this Agreement shall prevail. Any amendment, revision, addendum, modification, or supplement to this Agreement after its execution shall not be valid and binding against the parties unless confirmed in writing and signed by the authorized signatories.

**7. VENUE OF ACTION**

Any action arising from this Agreement shall be brought before the proper court in Pasay City.

IN WITNESS WHEREOF, the parties have signed this CONTRACT on the date, year and place as above written.

**OVERSEAS WORKERS AND WELFARE ADMINISTRATION**

**PULSER ENTERPRISES, INC.**

Client

Contractor

By:

By:

  
**HANS LEO J. CACDAC**  
Administrator *ML* *NE*


  
**JOHN MILLER BANARES**  
Sales and Marketing Manager

Signed in the presence of

  
**HERMINIGILDO D. MENDOZA**

\_\_\_\_\_

**CERTIFIED FUNDS AVAILABILITY:**

  
**HERMINIGILDO D. MENDOZA**  
OIC, Accounting Division  
P 99,810.39 (May - Dec. 2017)  
1-2-4 2-2-1-3 3-2-1-2  
5/10/2017

2017051643

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ )S.S.

MAKATI CITY

BEFORE ME, a Notary Public for and in \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared the following persons:

MAKATI CITY

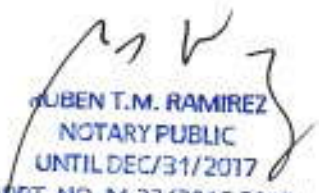
Name	Passport No.	Date/Place Issued
OVERSEAS WORKERS AND WELFARE ADMINISTRATION <b>HANS LEO J. CACDAC</b>	<u>OE0030144</u>	<u>March 28, 2016/Manila City</u>
PULSER ENTERPRISES, INC. <b>JOHN MILLER BANARES</b>	<u>EC1985462</u>	<u>Aug. 28, 2014/DFA Manila</u>

Known to me and to me known to be the same persons who executed the above Instrument and they acknowledged before me that the same is their free and voluntary act and deed and of the entities which they respectively represent.

This instrument consisting of five (5) pages, including the page upon which this Acknowledgment is written, has been signed by the parties and their witnesses on the left margin of each and every page hereof, and sealed with my notary seal.

Notary Public

Doc. No. 205  
Page No. 17  
Book No. 108  
Series of 2017

  
**RUBEN T.M. RAMIREZ**  
NOTARY PUBLIC  
UNTIL DEC/31/2017  
APPT. NO. M-23 (2016-2017)  
EP NO. 1052369/11/22/16  
JLL NO. 28947/MCLE-4 NO. 0005324/6/19/17  
PTR NO. MKT 590552 1/3/17

2017051643