

PREVENTIVE MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT**, entered into this 17 day of JUN 2019 at QUEZON CITY 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 7th St., Pasay City, duly represented in this act by its Administrator, **HON. HANS LEO J. CACDAC** hereinafter referred to as the "**CLIENT**";

- and -

POWERLIFT ELEVATOR AND ESCALATOR CORP., a corporation duly organized and existing under Philippine laws, with principal business address at 21 Lancer St. Village East Executive Homes Cainta, Rizal duly represented in this act by **RONALD ALLAN F. PUA**, President hereinafter referred to as the "**CONTRACTOR**", with a total contract amount of ONE HUNDRED FOUR THOUSAND PESOS (Php104,000.00) ONLY.

- WITNESSETH: That -

WHEREAS, the CLIENT is in need of an independent service contractor to handle the Preventive Maintenance of the **BLT ELEVATORS** located at OWWA DevCen, Intramuros, Manila.

I. MAINTENANCE SERVICE COVERAGE

1. The service under this contract shall consist of:

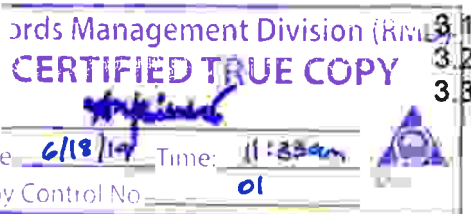
Monthly inspection, adjustment and when necessary, lubricate and adjust all machinery, controllers, doors, locks, guide shoes and safety appliances of the same. Regular inspection of hoisting and governor ropes, gear box, guide rails, switches and electrical wirings for elevator unit. This service shall include cleaning of machine room and elevator pit. Adjustment of hosting and governor ropes if necessary.

2. In addition, the service provider shall furnish a replacement supply of the following, free of charge:

- a. Lubrication oil and grease
- b. WD 40 Lubricant
- c. Contact Cleaner
- d. Electric Tape
- e. Sandpaper
- f. Rugs
- g. Gloves

3. To send at OWWA's request as soon as reasonably possible any time skilled and competent technician(s) of service provider to attend to, investigate and report any breakdown or faulty operation of the Elevator, taking into consideration the following:

- 3.1 The proximity and accessibility of the Premises and the Elevator;
- 3.2 Weather condition; and
- 3.3 The safety of service provider technician(s) not being endangered by reason of attending to such breakdown or faulty operation.



4. In case of emergency, to send as reasonably possible its skilled and competent technician(s) to take any action necessary to render the installation safe. The service provider will, in this connection, train specifically designated personnel of OWWA in the basic procedures of manual released of trapped passengers.
5. To carry out at manual intervals (or whenever reasonably required) a survey of the Elevator by a qualified service provider representative advising on any repair, alteration or change which is beyond the scope of this Agreement.
6. To issue requisite annual certificates attesting to the condition of the elevator/s installation signed and sealed by a professional mechanical engineer, for the compliance purposes to acquire elevator operation permits.

II. PERIOD OF SERVICE AGREEMENT

1. This Agreement shall be for a period of eight (8) months commencing on May 2019 and end on December 31, 2019 and maybe renewed upon mutual agreement of the parties hereto.
2. In case of the expiration of this contract and neither party signifies his/their intention to terminate the same thirty (30) days prior to such expiration, it is understood that the contract is renewed for the same terms and conditions; any increase shall be subject to OWWA's written approval.
3. Either party has the right to terminate this Agreement after giving thirty (30) days advance written notice with just cause to the other party.

III. TIME OF SERVICING

1. All inspection and repair services shall be done once every month in a regular 8 hours working day of the service provider. If overtime becomes necessary, the prevailing minimum wage overtime rates per technician shall be applied and paid by OWWA as additional service fee.
2. Twenty-four (24) hours emergency call-back service will be provided between regular inspections should be trouble develop with the Elevator and OWWA will notify the service provider at the earliest time possible.

IV. RESPONSIBILITIES OF THE OWNER

1. The service provider may, at its discretion, render assistance to OWWA in respect of the same upon the request of OWWA, subject to the payment by OWWA of an extra charge to be reasonably determined by both parties.
2. OWWA shall be solely liable for all the licenses, dues or fees or charges payable to the government, national or local as OWWA and/or user of Elevator.

V. DEFAULT OF BOTH PARTIES

1. In the event that OVERSEAS WORKERS WELFARE ADMINISTRATION fails to pay when due any of its financial obligations under this Agreement or it breaches any provisions hereof, the service provider has the option to UNILATERALLY:
 - a. Terminate this Agreement in its entirety, or
 - b. Suspend maintenance of the Elevator until such time as the obligations OVERSEAS WORKERS WELFARE ADMINISTRATION have been fully paid.

ds Management Division (RMD)
CERTIFIED TRUE COPY

Date: 6/18/19 Time: 11:33am
Copy Control No: 01

2. Notwithstanding the termination of this Agreement due to the abovementioned reason, OVERSEAS WORKERS WELFARE ADMINISTRATION shall remain liable to pay the unpaid Service Fees, spare parts, materials and other amounts due, plus interest and penalty thereon, until such time that the said amounts have been fully paid by OVERSEAS WORKERS WELFARE ADMINISTRATION.
3. In the event that the service provider fails to conduct proper maintenance of the elevator, OVERSEAS WORKERS WELFARE ADMINISTRATION may terminate without the need to pay remaining services fees and/or unused term.

VI. MISCELLANEOUS PROVISIONS

1. The service provider shall notify OVERSEAS WORKERS WELFARE ADMINISTRATION the period within which the repairs or replacement must be carried out. OVERSEAS WORKERS WELFARE ADMINISTRATION shall allow the service provider to carry out such repair or replacement work during the period specified in such notice on a best effort basis.
2. OVERSEAS WORKERS WELFARE ADMINISTRATION undertakes not to allow or permit any person not authorized by OVERSEAS WORKERS WELFARE ADMINISTRATION to do any work on the Elevator during the effectiveness of this Agreement.
3. The service provider may remove such parts of the Elevator to its premises for testing and/or replacement of parts, as the service provider considers necessary, with the written approval of.
4. In the event of force majeure and acts of God, the parties may rescind his agreement should they become unable to fulfill their responsibilities as set forth in this agreement, upon giving the other party thirty (30) days prior written notice thereof.

In case of expropriation of force majeure referred to above, the parties hereby unconditionally relieve and release each other from any all liability under this agreement, in connection with or arising out of such calamities, without prejudice to whatever resource each may have against the person or entity responsible for such fortuitous event, if any, on account of damage done or caused to its properties.

To constitute force majeure/fortuitous event, all of the following elements must concur: (a) the cause of unforeseen and unexpected occurrence or of the failure of the Party to comply with its obligations must be independent of the will of the Party, (b) it must be impossible to foresee the event that constitutes caso fortuito or, if it can be foreseen, it must be foreseen, it must be impossible to avoid; (c) the occurrence must be such as to render impossible for the Party to fulfill its obligations in a normal manner, and (d) the Party must be free from any participation in the aggravation of the injury or loss.

Notwithstanding the foregoing, force majeure shall include but is not limited to, acts of God, acts of government, strikes, lock outs, riots, civil commotion, acts of war, emergency, general chaos, inclement weather, landslides/landslips, earthquakes.

VII. OBSERVANCE OF RULES AND REGULATIONS

OVERSEAS WORKERS WELFARE ADMINISTRATION undertakes to obey and comply with all ordinances, regulations, by-laws, rules and requirements of any government or other competent authority relating to the Elevator and to indemnify the service provider against any lost, damage or liability that the service provider



may incur as a result of any breach thereof. If any modification is required to be made in respect of any part of the Elevator as a result of a change in relevant laws, the cost thereof shall be borne by VERSEAS WORKERS WELFARE ADMINISTRATION.

VIII. AMENDMENTS

No provision of this Agreement may be amended, changed, altered or modified except in writing and signed by the parties.

IX. LEGAL ACTION

In case of violation of any condition of this agreement by any party and legal action to enforce its rights is instituted, it is mutually understood that the venue of any legal action shall be in the City of Pasay, Philippines and the offending party shall pay attorney's fees, interests, damages and cost of suit in addition to such claims as imposed by the Court.

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

OVERSEAS WORKERS AND WELFARE ADMINISTRATION

Client

By:


HANS LEO J. CAGDAC
Administrator

POWERLIFT ELEVATOR & ESCALATOR CORP.

Contractor

By:



RONALD ALLAN F. PUA
President

Signed in the presence of:


GERARDO S. GATCHALIAN
Witness


Witness

CERTIFIED FUNDS AVAILABILITY:


KAREN JOY B. PADDUYAO
OIC, Accounting Division
PUN 201905219
P104,000 -

Records Management Division (RMD)
CERTIFIED TRUE COPY

By 
Date: 6/19/19 Time: 11:33am
Copy Control No 01

 OWWA

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in _____ on this
17 JUN 2019 day of _____ personally appeared the following persons:

Name _____ Passport No. _____
Date/Place Issued _____

OVERSEAS WORKERS AND
WELFARE ADMINISTRATION
HANS LEO J. CACDAC

SD011238A

Aug. 23, 2017

POWERLIFT ELEVATOR &
ESCALATOR CORP.
RONALD ALLAN F. PUA

P4664533A

Oct. 10, 2017

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.

Atty. Concepcion P. Villarena

ATTY. CONCEPCION P. VILLARENA

Notary Public for Quezon City
Until December 31, 2019

MCLE No. 7323642 – 1-03-2019/ QC
AR14460591 – 12-17-2018/ QC
Roll No. 30457 – 05-09-80
MCLE 5-0012536 – 12-21-2015
Adm. Matter No. NP 270 (2018-2019)

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