

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, entered into this SEP 13 2021 day of MANILA 2021, in the City of MANILA, Philippines, by and between:

PHILIPPINE INTERNATIONAL CONVENTION CENTER INC., a government corporation created and existing by authority of Presidential Decree No. 520 dated July 23, 1974, as amended by Presidential Decree No. 710 with principal office at the PICC Complex, 1307 Pasay City, represented herein by its General Manager, **ATTY. RENATO B. PADILLA**, hereinafter referred to as "**PICCI**".

and

INTERNATIONAL ELEVATOR & EQUIPMENT INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at Km. 23 West Service Road, South Superhighway, Cupang, Muntinlupa City and represented herein by its Assistant Vice President – Service Department, Elevator/Escalator Division, **HENRY E. BAYONAS**, duly authorized for the purpose, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH : That -

WHEREAS, PICCI, through its Bids and Awards Committee (BAC), requested quotation for the **One (1) Year Contract for the Monthly Preventive Maintenance Service of Eighteen (18) Units Mitsubishi Escalators and Four (4) Units Mitsubishi Elevators** and has accepted an offer from International Elevator & Equipment Inc., which gave the single calculated and responsive offer in the total amount of **One Million Two Hundred Seventy Six Thousand Three Hundred Ninety Five Pesos and Ninety Six Centavos (₱ 1,276,395.96), VAT Inclusive;**

WHEREAS, the contract period is one (1) year and its effectivity is from the receipt of Notice to Proceed.

NOW THEREFORE, the parties hereby agree and covenant as follows:

1. The following documents shall be deemed to form part, and be read and construed as part, of this Agreement, viz:

- a. the Proposal/Quotation dated March 16, 2021;
- b. the Terms of Reference;
- c. the Notice of Award; and
- d. the Performance Security

2. In consideration of the payment to be made by **PICCI** to the **CONTRACTOR**, the latter hereby covenants with **PICCI** to deliver the services for the **One (1) Year Contract for the Monthly Preventive Maintenance Service of Eighteen (18) Units Mitsubishi Escalators and Four (4) Units Mitsubishi Elevators** in conformity with the provisions contained in the approved Terms of Reference; and

WITNESSES:

WILSON B. DELOS REYES
CELISO R. JAMBALOS JR.

PARTIES:

RENATO B. PADILLA
HENRY E. BAYONAS


3. **PICCI** shall pay the **CONTRACTOR**, in consideration for services rendered under this Agreement, the amount in accordance with the manner of payment set forth in the Terms of Reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

**PHILIPPINE INTERNATIONAL
CONVENTION CENTER, INC.
(PICCI)**

**INTERNATIONAL ELEVATOR
& EQUIPMENT INC.
(CONTRACTOR)**

By:


RENATO B. PADILLA
General Manager


HENRY E. BAYONAS
Assistant Vice President
Service Department
Elevator/Escalator Division

SIGNED IN THE PRESENCE OF:


WILSON B. DELOS REYES


CELSO R. JAMBALOS JR.

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the City of **MANILA** personally appeared:

RENATO B. PADILLA, in his capacity as General Manager, PICCI, with TIN 001-114-766 and **HENRY E. BAYONAS** in his capacity as Assistant Vice President – Service Department, Elevator/Escalator Division, International Elevator & Equipment Inc. with his TIN 193-177-283, both known to me and to me known to be the same persons who executed the foregoing Agreement consisting of two (2) pages including this page where the acknowledgement is written signed on each and every pages thereof by the parties and their witnesses; other attachments enumerated on page one (1) of this Agreement are considered part and parcel of this document; the parties further acknowledged to me that the same are their free acts and voluntary deeds.

WITNESS MY HAND AND NOTARIAL SEAL on this _____ day of _____ 2021, in the City of **MANILA**, Philippines

SEP 13 2021

Doc. No. 105
Book No. 21
Page No. LXXIV
Series of 2021

NOTARY PUBLIC
ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for the City of Manila-Valid 12/31/2021
Notarial Commission No. 2020-033
2F Midland Plaza Hotel, Adriatico St., Ermita, Manila
IBP. No. 134850/ Dec. 14, 2020 / Pasig City
PTR No. 9821951 / Jan. 4, 2021 at Manila
Roll No. 68731 MCLE Compliance No. VI-0067186-Jan.24.2010



INTERNATIONAL ELEVATOR & EQUIPMENT, INC.

Km. 23 West Service Road, South Superhighway, Cupang, 1771 Muntinlupa City, Philippines
Tel. Nos.: 63-(0)2-8807-0420 • 8842-3161 Fax Nos.: 63-(0)2-8842-3160 • 8809-3706
http://www.ice.com.ph

MITSUBISHI INFORMATION CENTER (MIC)
Room 1106 Robinsons Summit Center
6783 Ayalala Avenue
Makati City, Philippines
Tel. Nos.: 63-(0)2 8889-9250 to 59
8845-2406
Fax No.: 63-(0)2 8889-9257
Email: mic@iee.com.ph

MAKATI A SERVICE CENTER
Ground Floor
Sunshine Condominium
9633 Kamagong St.
San Antonio Village
Makati City, Philippines
Tel. Nos.: 63-(0)2 8889-5672
0899-5676
0889-5886
8886-0319
Fax No.: 63-(0)2 8889-5700
Email: kamagong@iee.com.ph

MAKATI B SERVICE CENTER
Room 1107
Robinsons Summit Center
6783 Ayalala Avenue, Makati City
Philippines
Tel. Nos.: 63-(0)2 8889-9260
0889-9261
0889-9262
0889-9256
Fax No.: 63-(0)2 8889-9257
Email: jgsunmit@iee.com.ph

PASIG SERVICE CENTER
Unit No. E 2902-A
29th Floor
Philippine Stock Exchange Center
Exchange Road, Pasig City
Philippines
Tel. Nos.: 63-(0)2 8834-5982 to 85
0835-5423 to 25
Fax No.: 63-(0)2 8634-5981
Email: tekite@iee.com.ph

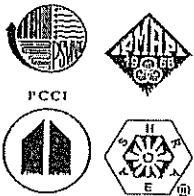
MANILA SERVICE CENTER
Unit 1700, 17th Floor
World Trade Exchange Bldg.
215 Juan Luna St., Alonzo, Manila
Philippines
Tel. Nos.: 63-(0)2 8242-2147
8242-2149
0242-2175
8242-2170
Fax No.: 63-(0)2 8243-0168
Email: manila@iee.com.ph

QUEZON CITY SERVICE CENTER
Unit D, E & F - 8th Flr.
Triumph Square (Tsq) Building,
1618 Quezon Avenue,
South Triangle, Quezon City
Philippines
Tel. No.: 63 (02) 8332-4157
Fax No.: 63 (02) 8372-4906

CEBU OFFICE
Room 301 Richmond Plaza Center
F. Solto Drive, Cebu City
Philippines
Tel. Nos.: (Office Hours)
63-(0)32 232-4270; 416-3662
232-4203; 232-4208
232-4162
(Non Office Hours)
63-(0)32 514-6320
Fax No.: 63-(0)32 232-4203
Email: leecebu@iee.com.ph

DAVAO OFFICE
Krisfer Twin Alley Arcade
C. Bangoy St., Davao City
Philippines
Tel. No.: 63-(0)82 327-2606
Telefax: 63-(0)82 228-6141
Email: leedavao@iee.com.ph

MEMBER



March 16, 2021
Our Ref No.: SE-NII-21-A0275

ENGR. WILSON B. DELOS REYES
Director - Technical Services Department
PHILIPPINE INTERNATIONAL CONVENTION CENTER
CCP Complex, Roxas Boulevard,
Pasay City

Subject: YOUR MITSUBISHI ELEVATOR/S & ESCALATORS @ PICC BUILDING

Dear Mr. Delos Reyes,

We are pleased to present our quotation for your Eighteen (18) units Mitsubishi Escalators and Four (4) units Mitsubishi Elevators under the terms and conditions below:

One (1) lot Contract for Monthly Service and Maintenance of your Eighteen (18) units Mitsubishi Escalators and Four (4) units Mitsubishi Elevator @ PHILIPPINE INTERNATIONAL CONVENTION CENTER for one (1) year as follows:

PARTICULAR	MONTHLY FEE	TOTAL PRICE
I. Eighteen (18) units Mitsubishi Escalators and Four (4) units Mitsubishi Elevators	Php 106,366.33	Php 1,276,395.96
	(Inclusive of 12% VAT)	(Inclusive of 12% VAT)

Note:

- Kindly return to us, after you have conformed, one (1) copy of this quotation.

Moreover, we are pleased to inform you of our promotional payment scheme as follows:

- OPTION 1** : 100% advance payment for one (1) year will be given a 10% discount from your monthly fee.
- OPTION 2** : 50% advance payment of the first six (6) months period and 50% balance payable on the sixth month with post dated check will be given a 7% discount from your monthly fee.

Furthermore, we are offering an extended contract period of up to three (3) years instead of the standard one (1) year period.

Should you have any queries, please do not hesitate to call or contact us.

Telephone no. 838-2459
Email address: aseana@iee.com.ph

Thank you for your usual kind attention and cooperation.

Very truly yours,

INTERNATIONAL ELEVATOR & EQUIPMENT, INC.

CELSO R. JAMBALOS, JR.
Assistant Manager
Manila Service Center
Elevator/Escalator Division

CONFORME: _____
(Signature over printed name)

DATE: _____

FAA/jnq*

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6703 Ayala Avenue
Makati City, Philippines
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8845-2406
Fax No.: 63-(0)2 0009-9257
Email: mic@lee.com.ph

MAKATI A SERVICE CENTER
Ground Floor
Sunshine Condominium
8633 Knaiaogong St.
San Antonio Village
Makati City, Philippines
Tel. Nos.: 63-(0)2 8899-5672
8899-5676
8899-5606
8899-0319
Fax No.: 63-(0)2 8899-5708
Email: knaiaogong@lee.com.ph

MAKATI B SERVICE CENTER
Room 1107
Robinsons Summit Center
6783 Ayala Avenue, Makati City
Philippines
Tel. Nos.: 63-(0)2 8089-9260
8899-9261
8089-9262
8899-9256
Fax No.: 63-(0)2 8899-9257
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Tel. Nos.: 63-(0)2 8634-5902 to 05
8635-5423 to 25
Fax No.: 63-(0)2 8634-5901
Email: tekita@lee.com.ph

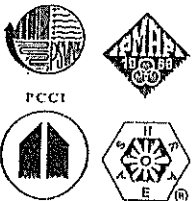
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232-4283; 232-4288
232-4162
(Non Office Hours)
63-(0)32 514-6320
Fax No.: 63-(0)32 232-4203
Email: lencebu@lee.com.ph

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Krisler Twin Alley Arcade
C. Bangoy St., Davao City
Philippines
Tel. No.: 63-(0)82 327-2006
Telefax: 63-(0)82 228-0141
Email: leedavao@lee.com.ph

MEMBER



March 16, 2021
Our Ref. No.: SE-NII-21-A0274

ENGR. WILSON B. DELOS REYES
Director - Technical Services Department
**PHILIPPINE INTERNATIONAL
CONVENTION CENTER**
CCP Complex, Roxas Boulevard,
Pasay City

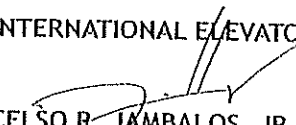
**SUBJECT: CERTIFICATE OF EXCLUSIVITY - FOR YOUR MITSUBISHI ELEVATOR & ESCALATOR @
PICC BUILDING**

Dear Engr. Delos Reyes,

We are forwarding herewith one (1) set of your *Certificate of Exclusivity*.

Very truly yours,

INTERNATIONAL ELEVATOR & EQUIPMENT, INC.


CELSO R. JAMBALOS, JR.
Assistant Manager-Manila Service Center
Service Department
Elevator/Escalator Division

FAA/jnq*
Enclosures*

Handwritten mark or signature.

TERMS OF REFERENCE

I. PROJECT TITLE:

One (1)-Year Contract for the Monthly Preventive Maintenance Service of Eighteen (18) Units Mitsubishi Escalators and Four (4) Units Mitsubishi Elevators

II. APPROVED BUDGET FOR CONTRACT (ABC):

One Million Three Hundred Forty Thousand Two Hundred Fifteen Pesos and Eighty Centavos (₱ 1,340,215.80), VAT Inclusive

III. SCOPE OF WORKS AND SPECIFICATIONS:

Supply of labor, materials, tools and instruments for the monthly preventive maintenance service of PICC' eighteen (18) units Mitsubishi escalators and four (4) unit Mitsubishi passenger and service/freight elevators for a period of one (1) year to include, but not limited to the following:

MONTHLY SPECIFIC ACTIVITIES:

1. Conduct check – up and evaluation of the following escalators and elevator, their mechanical and electrical controls, and accessories once a month:

ELEVATOR AND ESCALATOR SPECIFICATIONS:

1.1. TWO (2) UNITS MITSUBISHI PASSENGER ELEVATORS (DELEGATION)

Unit No. :	# 1 & #2
Control System:	VFEL RM (GP3WC1)
Operation System:	2C-SAI - 22
Capacity:	1,600kg
Speed:	90 Meters per minute (mpm)
No. of Stops/Openings:	Five (5) s/o

1.2. ONE (1) UNIT MITSUBISHI SERVICE ELEVATOR (DELEGATION)

Unit No.:	#3
Control System:	VFEL RM (GP3WC1)
Operation System:	IC – 2BC
Capacity:	1,600kg.
Speed:	90 mpm
No. of Stops/Openings:	Five (5) s/o

1.3. ONE (1) UNIT MITSUBISHI SERVICE ELEVATOR (SECRETARIAT)

Unit No.:	#4
Control System:	VFEL RM (GP3WC1)
Operation System:	IC - 2BC

Capacity: 1,600kg
Speed: 90 mpm
No. of Stops/Openings: Three (3) s/o

1.4. TWO (2) UNITS MITSUBISHI ESCALATOR (SECRETARIAT)

Unit No.: #A1 & #A2
Type: 800 KP
Rise: 4.0 meters
Control System: AC-Single speed
Capacity: 5500 persons/hour
Speed: 30 mpm

1.5. TWO (2) UNITS MITSUBISHI ESCALATOR (SECRETARIAT)

Unit No.: #A3 & #A4
Type: 800 KP
Rise: 4.0 meters
Control System: AC-Single speed
Capacity: 5500 persons/hour
Speed: 30 mpm

1.6. TWO (2) UNITS MITSUBISHI ESCALATOR (PLENARY)

Unit No.: #A5 & #A6
Type: 800 KP
Rise: 4.0 meters
Control System: AC-Single speed
Capacity: 5500 persons/hour
Speed: 30mpm

1.7. TWELVE (12) UNITS MITSUBISHI ESCALATOR (DELEGATION)

Unit No.: #A9,#B1-#B5
Type: 1200 KP
Rise: 4.0 meters
Control System: AC-Single speed
Capacity: 9000 persons/hour
Speed: 30 mpm

2. Conduct cleaning and adjustment or calibration of all units' motors, controls, safety devices, and other parts using appropriate materials supplied by the contractor.
 3. Conduct lubrication – greasing and oiling – of all units' bearings, rollers and moving mechanical components, joints and accessories with contractor's supplied grease and lubrication oil.
 4. Conduct trouble shooting and minor repair of said equipment and their controls, safety devices and accessories. Contractor must have service items such as printed circuit boards and other control accessories for easy/fast
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trouble shooting and as temporary replacement of defective parts to ensure proper and continuous operation of equipment especially during big local/international events at the PICC. Said service item/s will be pulled-out by the Contractor when the new replacement part/s is then procured by PICC for installation by the Preventive Maintenance Contractor.

5. Change oil of the equipment if necessary.
6. Supply materials such rugs for cleaning, grease, lubrication oil, service light bulbs and other miscellaneous materials necessary for proper service maintenance.
7. Submit evaluation/status report and recommendation signed by the Service Manager and/ or Service Supervisor, as well as field service report signed by servicing personnel.

ANNUAL BASIS:

Change gear oil on an annual or semi-annual basis or as the need arises using gear oil supplied by the Contractor.

IV. SCHEDULE OF REQUIREMENT:

This Contract shall be effective for a period of one (1) year which will commence on the date which will be indicated in the Notice to Proceed.

V. PERFORMANCE BOND:

Within ten (10) calendar days from receipt of the Notice of Award, but in no case later than the signing of the contract by both parties, the successful bidder shall furnish the performance security in any of the following forms:

- a. Cash or Cashier's check/Manager's check or Bank draft/guarantee issued by a Universal or Commercial Bank in the amount which is equivalent to five percent (5%) of the contract price.
- b. Surety bond, callable upon demand, in the amount which is equivalent to thirty percent (30%) of the Contract Price issued by a surety or insurance company duly certified by the Office of the Insurance Commission as authorized to issue such security.

VI. TERMS OF PAYMENT:

Payments shall be made on a monthly basis and payable on the next service month within two (2) to four (4) weeks after presentation of the billing and submission of the required report to the Technical Services Department's - Mechanical Services Division (TSD-MSD) of PICC, which shall issue a Certification of Acceptance and Full Satisfaction on Services delivered by the Contractor.

The Contractor agrees that if any of the regular eighteen (18) units Mitsubishi Escalators and four (4) unit Mitsubishi Passenger and Service Elevators serving Delegation Building and Secretariat Building are under service warranty and/or shut down by PICC for a valid cause and no service maintenance is rendered within one (1) month calendar period, PICC shall deduct:

1. FOUR THOUSAND EIGHT HUNDRED EIGHTY-TWO and 50/100 PESOS (₱4,882.50) per month for each of the eighteen (18) escalators;
2. SIX THOUSAND SEVENTY-FOUR PESOS (₱6,074.00) per month for each of the three (3) elevators serving Delegation Building;
3. FIVE THOUSAND FIVE HUNDRED SEVENTY-SEVEN and 60/100 PESOS (₱5,577.60) per month for one (1) unit elevator serving Main Kitchen and Secretariat Building,

or any agreed amount based on offered contract price whichever is appropriate, from the original contract amount for every shutdown and for each un-serviced escalator/elevator per month: Provided, that PICC shall inform the Contractor in advance should any escalator/elevator would be shut down due to safety concerns and/ or closing/restricting of the area being served and maintenance services would not be allowed.

The Contractor agrees that there shall be no price increase of the contract amount for the duration of this Contract.

VII. OTHER CONDITIONS OF THE CONTRACT:

1. The Contractor must be in business for the marketing/sales, installation, repair, operation and maintenance of Mitsubishi elevators and escalators in the Philippines for the past ten (10) years.
 2. The Contractor must be an exclusive/authorized distributor and service contractor of Mitsubishi elevators and escalators in the Philippines
 3. The Contractor shall perform the above-mentioned detailed maintenance services on eighteen (18) units Mitsubishi Escalators, two (2) units Mitsubishi passenger and one (1) unit service/freight elevators serving Delegation Building and one (1) unit service/freight elevator serving Main Kitchen and Secretariat Building as described above on monthly basis (once a month preventive service) for a period of one (1) year.
 4. The Contractor shall closely coordinate with the Mechanical Services Division/Project-in-Charge or his representative any maintenance activities to be undertaken.
 5. The Contractor shall undertake regular maintenance service during the regular working hours within regular working days in accordance with
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government existing regulations. Any overtime service necessary to maintain quality maintenance service shall be free of charge or for the account of the contractor.

6. The Contractor shall provide the following minor materials and parts necessary for the operation and maintenance activities:

ELEVATOR PARTS

- | | |
|-----------------------|--------------------------|
| a. Finger Contact | h. Indicator Bulbs |
| b. Stationary Contact | i. Fluorescent Starter |
| c. Heart Contact | j. Door Guide Shoe |
| d. Contact Support | k. Signal Lamps |
| e. Relay Shunt | l. Door Cable |
| f. Relay Spring | m. Moving Contact Holder |
| g. Fuse Link | n. Arc Shield . |

ESCALATOR PARTS

- | | |
|---------------------------|------------------------|
| a. Relay Spring | h. Connectors |
| b. Relay Shunts | i. Terminal Lugs |
| c. Relay Contact | j. Oil Pan |
| d. Carbon Contacts | k. Fluorescent Ballast |
| e. Fluorescent Starters | l. Screws and Bolts |
| f. Carbon Contact Holders | |
| g. Fuses | |

6. The Contractor shall also provide miscellaneous materials such as rags for cleaning, grease, lubrication oil, service light bulbs and other miscellaneous materials necessary for proper maintenance. Contractor shall also provide Personal Protective Equipment (PPE) such as face mask/shield and hand gloves for its assigned maintenance personnel.
 7. If the required major materials and parts are not available on stock, the Contractor shall submit a price quotation to PICC for approval and procurement.
 8. The Contractor shall provide emergency service (check-up and troubleshooting) on on-call basis within 24 hours after receipt of call free of charge.
 9. The Contractor upon the request of the PICC or its authorized Technical/Mechanical services representative, shall provide stand-by service personnel for fast and immediate troubleshooting/restoration of escalator and elevator minor defect/s to ensure safe, proper and continuous operation of said equipment during big local and/or international events. The rate of the stand-by technician and/or repair serviceman shall be based from Contractor's manpower costing rate per technician per hour as part of the contract.
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10. The Contractor shall provide PICC a detailed report of each inspection and or check-up of each unit listed above. The report shall include voltage and current log readings taken during inspection, condition of equipment, and recommendation on proper operation and maintenance and repair work.
11. The Contractor, upon request and proper authorization of PICC, shall provide additional services not included in the above scope of works. The services rendered shall be billed separately by the former to the latter.
12. The Contractor, within the first thirty (30) days of implementation of this Contract, shall conduct inspection of the equipment, together with the Assistant Director of Mechanical Services Division or his authorized representative, to determine components and auxiliaries for repair and replacement, and submit recommendation for action of PICC.
13. The Contractor shall submit detailed preventive maintenance program to PICC' Mechanical Services Division for the Mitsubishi elevators and escalators on the first quarter period and implement the same in accordance with PICC approved schedule so as not to hamper any event activities and the flow of human traffic.
14. No part of the services to be provided under the Contract may be sub-contracted and no obligation or duty arising therefrom may be transferred or assigned, without the prior approval of, and upon terms acceptable to, PICC.
15. The Contractor shall ensure that its assigned personnel and/or representatives shall comply with, and submit themselves to, the rules and regulations of the PICC on security, sanitation, environmental compliance, safety and health/Covid-19 protocols and other regulations. A RT-PCR test certification of negative result in Covid-19 infection of each assigned personnel shall be submitted.
16. The Contractor's personnel to be assigned at PICC shall have no employee-employer relationship with PICC. The Contractor shall hold PICC and its personnel free from any suit or liability whatsoever arising from any demand or claims for personal injury, wages and other employee benefits, and other claims for damages including death of its personnel and third parties in connection with the performance by the Contractor or its personnel of their duties under the Contract.
17. The Contractor agrees that non-performance of any of the specific works, and non-compliance to all the conditions specified herein are considered breach of contract.

VIII. GENERAL CONDITIONS OF THE CONTRACT:

1. All prices quoted herein are valid, binding and effective for One Hundred Twenty (120) calendar days from date of quotation.
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2. The Contractor shall be responsible for the source(s) of his services/equipment and shall make deliveries in accordance with schedule, quality and specifications. Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award.
 3. The Contractor shall pick up RS and NTP issued in his favor within three (3) days after receipt of notice to that effect. A telephone call, fax transmission or email shall constitute an official notice to the AWARDEE. Thereafter, if the RS remain unclaimed, the said RS shall be sent by messengerial service to the AWARDEE at the latter's expense. To avoid delay in the service of the requesting agency's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
 4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a NTP but fails to deliver the services within the time called for in the same order, he shall be extended a maximum of fifteen (15) calendar days under liquidated damages to make good his services. Thereafter if AWARDEE has not completed delivery of services within the extended period, the subject RS & NTP shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE. The PICC-BAC shall then purchase the required services from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its IRR-A.
 5. All services by the contractor shall be subject to inspection and acceptance by the PICC.
 6. A penalty of one tenth (1/10) of one percent (1%) of the total value of services/works shall be deducted for each day of delay including Sundays and holidays in the delivery of the services.
 7. All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.
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Notice of Award

June 7, 2021

Mr. Celso P. Lambales, Jr.
Assistant Manager
Manila Service Center
Elevator/Escalator Division
INTERNATIONAL ELEVATOR & EQUIPMENT, INC.
Km. 23 West Service Road, South Superhighway
Cupang, Muntinlupa City

Sir:

We are pleased to inform you that the offer you submitted for the **One (1)-Year Contract for the Monthly Preventive Maintenance Service of Eighteen (18) Units Mitsubishi Escalators and Four (4) Units Mitsubishi Elevators**, in the amount of **One Million Two Hundred Seventy Six Thousand Three Hundred Ninety Five Pesos and Ninety Six Centavos (P 1,276,395.96), VAT Inclusive**, is hereby accepted. The contract period is one (1) year and its effectivity is upon receipt of the Notice to Proceed.

You are hereby required to provide within ten (10) calendar days the Performance Security in any of the following:

- Cash or Cashier's check/Manager's check or Bank draft/guarantee issued by a Universal or Commercial Bank in the amount of **P 63,819.80**, which is equivalent to five percent (5%) of the contract price.
- Surety bond, callable upon demand, in the amount of **P 382,918.79**, which is equivalent to thirty percent (30%) of the Contract Price issued by a surety or insurance company duly certified by the Office of the Insurance Commission as authorized to issue such security.

In lieu of performance security, you may submit a duly notarized Performance Securing Declaration (PSD), a copy of which is attached hereto for your reference and guidance. However, upon the lifting of the State of Calamity declared by the President under Proclamation No. 929, dated March 16, 2020, you should replace the PSD with any of the forms of Performance Security described above.

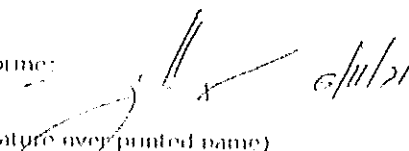
Failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award.

In furtherance of this award, you are required to signify acceptance of this award by signing in the portion below.

Very truly yours,


RENATO B. PADILLA
General Manager

Conforme:


(Signature over printed name)
INTERNATIONAL ELEVATOR & EQUIPMENT, INC.
Date: 6/11/21

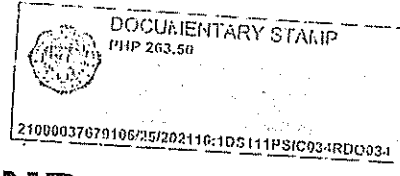
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PREMIUM	: P	2,106.05
DOC. STAMPS	:	763.50
EVAT	:	252.73
NOTARY FEE	:	2.37
OTHERS	:	300.00
TOTAL	: P	2,924.60



ALPHA INSURANCE CENTRE
1025 San Marcelino St., Ermita, Manila
Trunkline 525-1301 Fax No. 522-6131

B-137163



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ~~INTERNATIONAL ELEVATOR AND EQUIPMENT, INC.~~ of ~~Km 23 West Service Road South~~
on the ~~23rd~~ day of ~~JUNE~~ 20~~21~~, of ~~Superintendency, Cebu City~~
~~organized and existing under and by virtue of the Republic of the Philippines with principal office at Manila, as surety are held~~
& firmly bound unto ~~PHILIPPINE INTERNATIONAL CONVENTION CENTER~~ in the sum of ~~THREE HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED EIGHTEEN AND 78/100 (Php. 382,918.78)~~
Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successor, and assigns jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATIONS ARE AS FOLLOWS:

WHEREAS the above-bounden Principal has been required by the obligee to post this Performance Bond in fully & faithfully guarantee the Service and Maintenance of Mitsubishi Elevators and Escalators as per Notice of Award dated June 07 2021 a copy of which is hereto attached as Annex "A" and made an integral part of this bond

WHEREAS, this bond does not guarantee the repayment of the downpayment or any monetary advances made by the Obligor, any valid claim under this Bond shall be settled proportionately to the accomplishment/delivery made by the Principal regarding the above-mentioned project

PROVIDED however, that the liability of the Surety Company under this bond shall in no case exceed the sum of PESOS: THREE HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED EIGHTEEN AND 78/100 (Php. 382,918.78) only Phil. Currency.

THIS BOND SHALL BE CALLABLE ON DEMAND

WHEREAS, said Contract requires said principal to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on his part of said contract.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in said Contract then, this obligation shall be null and void, otherwise, it shall remain in full force and effect.

The liability of ALPHA INSURANCE AND SURETY COMPANY, INC. under this bond will expire on ~~23rd~~ day of ~~JUNE~~ 20~~22~~ and the SURETY does not assume any responsibility for any liability incurred or created after said date, notice of claims against the SURETY must be given to the bonding company not later than (10) ten days from said expiration date, and failure to do so shall release the SURETY from all liabilities under this bond and shall be a bar to any action against it.

WITNESS OUR HANDS, AND SEAL this 25th day of JUNE 2021 at Manila, Philippines.

INTERNATIONAL ELEVATOR AND EQUIPMENT INC
BY:
Shunkin Susuilon
Executive Vice President / Principal

ALPHA INSURANCE AND SURETY COMPANY, INC.
TIN: 000-433-024-000-VAT
BY:
Raschial C. Carullo
SVP - Bonds & Reinsurance

SIGNED IN THE PRESENCE OF:

ANGELINA DELA CRUZ

ACKNOWLEDGEMENT

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

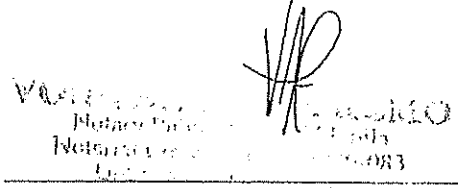
In Manila, Philippines on the 25TH day of JUNE, 2021 A.D., personally appeared before me:

NAME	Res. Cert. No.	ISSUED	
		At	On
Mr. <u>SHINICHI KUSUNOKI</u>	PASSPORT NUMBER <u>MZ1261025</u>	ISSUED AT <u>JAPAN</u>	VALID UNTIL <u>JUNE 27 2024</u>
Mr. _____	_____	_____	_____
Mr. _____	_____	_____	_____

and Mr. PASCUAL C. CARBERO with Res. Cert. No. TIN-101 731 484 Issued at _____ on _____ for and in behalf of ALPHA INSURANCE AND SURETY COMPANY, INC. with Res. Cert. No. C- TIN NO. 000-433-024-000 issued at Manila, on _____ to me known to be the same persons who signed and executed the foregoing instrument and acknowledged before me that the same is of their own voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

Doc. No. 70
 Page No. 15
 Book No. LXXVI
 Series of 20 2021

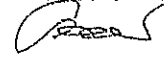

 Notary Public
 My Commission expires Dec 31, 20____

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

I PASCUAL C. CARBERO, SVP – BONDS & REINSURANCE

_____ of ALPHA INSURANCE AND SURETY COMPANY, INC. having been duly sworn states and deposes that the said ALPHA INSURANCE AND SURETY COMPANY, INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Manila and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines and that it is actually worth the amount specified in the foregoing undertaking to wit: THREE THOUSAND EIGHT HUNDRED TWENTY TWO THOUSAND NINE HUNDRED EIGHTY EIGHT PESOS ONLY (P 382,918.78) Philippine Currency, over and above all just debts and obligations and property exempt from execution

ALPHA INSURANCE AND SURETY COMPANY, INC
 TIN 000-433-024-000-VAT


 By _____
PASCUAL C. CARBERO
SVP – Bonds & Reinsurance

Handwritten mark

CERTIFIED TRUE / PHOTO COPY

lp
LEONILA R. LANSANGAN
IC Supervising Insurance Specialist
Licensing Division
Insurance Commission

Date: APR 05 2019



Big. 2019/26-R
(No.) 2019/26-R

Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
INSURANCE COMMISSION

ITO AY PATUNAY na ang ALPHA INSURANCE & SURETY COMPANY, INC.
(This is to certify that

NG LUNGSOD NG MAYNILA, PILIPINAS

na isang pang DI-BUHAY
a NON-LIFE
(FIRE, MARINE, CASUALTY & SURETY*)

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

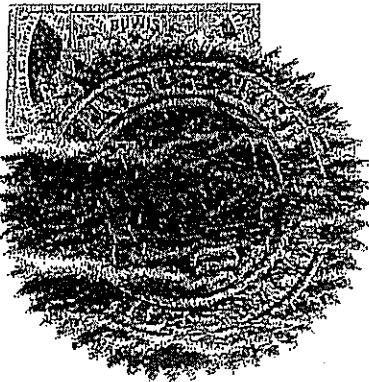
ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

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

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatattumpu't isang
the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't dalwampung-isa
day of December 31, 1

maliban kung agad na bawin 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 Enero 2019.
effective on 1 January 2019.)

Dennis B. Funa
DENNIS B. FUNA
Insurance Commissioner

*AO No. 244 issued on
May 31, 1957

Date Issued

14