



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2019-47**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building," with an Approved Budget for the Contract of P8,800,000.00;

**WHEREAS**, under Resolution No. 2018-91 dated December 18, 2018, the BAC declared the first bidding for the Project as "failed" in accordance with Section 35.1(a) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

**WHEREAS**, under Resolution No. 2019-13 dated April 30, 2019, the BAC declared the second bidding for the Project as "failed" in accordance with Section 35.1(b) of the 2016 Revised IRR of R.A. No. 9184;

**WHEREAS**, under Resolution No. 2019-40 dated September 17, 2019, the BAC declared the post-disqualification of Isometric Enterprises for the Project in accordance with Section 34.3 of the 2016 Revised IRR of R.A. No. 9184, and that post-qualification be conducted on the second Lowest Calculated Bidder, IFE Elevators Phils. Inc., with a bid of P7,400,000.00, pursuant to Section 34.6 of the 2016 Revised IRR of the same law;

**WHEREAS**, the Notice of Post-disqualification was sent to Isometric Enterprises on September 20, 2019;

**WHEREAS**, Isometric Enterprises sent a Request for Reconsideration dated September 23, 2019, requesting the BAC to reconsider its decision to post-disqualify the former's bid submission for the Project;

**WHEREAS**, the BAC noted that there were no new arguments raised in seeking for the reconsideration, therefore, there was no reason to deviate from the decision to post-disqualify Isometric Enterprises;

**WHEREAS**, the BAC sent a Letter-Reply to Isometric Enterprises on September 27, 2019, denying the latter's request for reconsideration and stating that it has seven (7) calendar days upon receipt of the letter to protest the decision of the BAC, in accordance with Section 55, Rule XVII of R.A. No. 9184 and its 2016 Revised IRR;

**WHEREAS**, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of IFE Elevators Phils. Inc. passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P7,400,000.00.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Acting Secretary of the Department of Budget and Management that the contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Central Office," be awarded to IFE Elevators Phils. Inc., in accordance with R.A. No. 9184 and its 2016 Revised IRR.

**ADOPTED**, this 1<sup>st</sup> day of October 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

  
**THEA MARIE CORINNE F. PALARCA**  
*End-user Representative*


  
**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

  
**EDEN D. PANGILINAN**  
*Member*

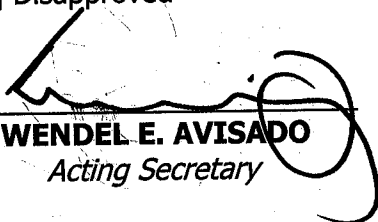
not present  
**ROWEL D. ESCALANTE**  
*Member*

  
**ROSEMARIE D. PAGALA**  
*Alternate Member*

  
**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*

  
**ACHILLES GERARD C. BRAVO**  
*Chairperson*

Approved  
 Disapproved

  
**WENDEL E. AVISADO**  
*Acting Secretary*



Date: \_\_\_\_\_



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

**MS. KIMBERLY CABANILLA**

*Authorized and Designated Representative*

IFE Elevators Philippines, Inc.  
Penthouse Level, Kingston Tower  
Block 2, Lot 1, Acacia Avenue  
Madrigal Business Park  
Alabang, Muntinlupa City

Dear **Ms. Cabanilla**:

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building," is hereby awarded to IFE Elevators Philippines, Inc. in the amount of P7,400,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,



**WENDEL E. AVISADO**  
*Acting Secretary*

6/8/29  
Jeffrey M. Tolentino



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE TO PROCEED**

NOV 11 2019

**MS. KIMBERLY CABANILLA**

*Authorized and Designated Representative*

IFE Elevators Philippines, Inc.  
Penthouse Level, Kingston Tower  
Block 2, Lot 1, Acacia Avenue  
Madrigal Business Park  
Alabang, Muntinlupa City

Dear **Ms. Cabanilla**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building," shall commence upon receipt of this Notice to Proceed.

Thank you and God Bless.

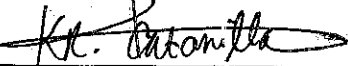
Very truly yours,



**WENDEL E. AVISADO**  
Secretary

I acknowledge receipt and acceptance of this Notice on: November 19, 2019

Name of Consultant and/or Representative: Kimberly R. Cabanilla

Authorized Signature: 

**CONTRACT No. 2019-12**  
**SUPPLY, DELIVERY, FABRICATION, INSTALLATION, TESTING,**  
**AND COMMISSIONING OF BRAND NEW PASSENGER ELEVATORS**  
**FOR THE DBM ARCACHE BUILDING**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Acting Secretary, **WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**IFE ELEVATORS PHILS. INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Penthouse Level, Kingston Tower, Block 2, Lot 1, Acacia Avenue, Madrigal Business Park, Alabang, Muntinlupa City, represented by **KIMBERLY CABANILLA**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

**WHEREAS**, the DBM conducted a public bidding for the Project, "Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building," and the bid of the Supplier is in the amount of Seven Million Four Hundred Thousand Pesos (P7,400,000.00), hereinafter called the "Contract Price";

**WHEREAS**, the Notice of Award was issued to the Supplier last October 8, 2019, and the Supplier posted its performance security on October 18, 2019;

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

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.

2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security

*Kimberly Cabanilla*

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_ day of NOV 14 2019, 2019 at General Sofano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET  
AND MANAGEMENT

by:



**WENDEL E. AVISADO**  
*Secretary*

IFE ELEVATORS PHILS. INC.

by:

**KIMBERLY CABANILLA**  
*Authorized and Designated Representative*

SIGNED IN THE PRESENCE OF

**THEA MARIE CORINNE F. PALARCA**  
*Director IV*  
Administrative Service

**FRANCISCO P. ONDOY**

CERTIFIED FUNDS AVAILABLE

**JEFFREY M. GALARPE**  
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 661021012019-10-2700

ORS Date: 10/15/19

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public for and in the City of MANILA, Philippines on this \_\_\_\_\_ day of NOV 14 2019 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	
<b>KIMBERLY CABANILLA</b>	Passport P1436264A	January 03, 2022

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

This CONTRACT for the Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of NOV 14 2019, 2019.

Doc. No. 140  
Page No. 104  
Book No. II  
Series of 2019.

*Friska M. Baraan*  
**FRISKA M. BARAAN**  
 NOTARY PUBLIC - MANILA  
 COMMISSION SERIAL NO. 2018-133  
 UNTIL DECEMBER 31, 20 19  
 ROLL NO. 69126, LBP LRN 016693 ;  
 MCLE NO. VII-0000047  
 PTR NO. MLA 8086744  
 LEGAL SERVICE, DBM  
 BLDG. 1, GROUND FLR.  
 GEN. SOLANO ST., MALACAÑANG  
 MANILA

*Kimberly Cabanilla*

**Bid Form**  
**(Revised)**

Date: September 10, 2019  
Invitation to Bid No.: DBM-2019-30

To: **DEPARTMENT OF BUDGET AND MANAGEMENT**  
Mr. Achilles Gerard C. Bravo  
Chairperson, DBM-BAC  
DBM Bldg. III, General Solano St.  
San Miguel, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1 and 2, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building" in conformity with the said Bidding Documents for the sum of **Seven Million Four Hundred Thousand Pesos, (Php 7,400,000.00)**.

Specifications	Unit	Unit Cost (in Pesos, inclusive of VAT)	Total Cost
<b>Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building</b>	<b>2</b>	<b>Php 3,700,000.00</b>	<b>Php 7,400,000.00</b>

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.


If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

CERTIFIED TRUE COPY

  
\_\_\_\_\_



We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the **IFE ELEVATORS PHILIPPINES, INC.**, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for *Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevator for the DBM Arcache Building of the Department of Budget and Management.*

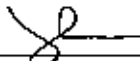
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this 06 SEP 2019 day of \_\_\_\_\_ 20\_\_\_\_\_.



**KIMBERLY R. CABANILLA**  
Authorized Representative

Witness:



**MAIKO R. JACOBO**

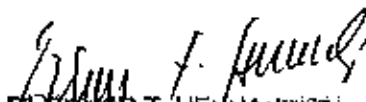
Duly authorized to sign Bid for and on behalf of **IFE ELEVATORS PHILIPPINES, INC.**

REPUBLIC OF THE PHILIPPINES  
CITY OF MUNTINLUPA

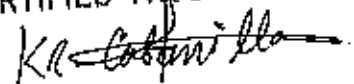
06 SEP 2019

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, IN THE CITY OF MUNTINLUPA AFFIRANT HAVING EXHIBITED TO ME HIS/HER  
WITH NO. P/A-366-94 ISSUED ON 04/01/2012 ISSUED AT  
DPA-Alabang ISSUED UNTIL 01/03/2022 AS COMPETENT EVIDENCE OF IDENTITY

QUE. NO. 197  
PAGE NO. 4  
BOOK NO. 178  
SERIES OF 209

  
**ELEONOR T. HERNANDEZ**  
Notary Public  
Until December 31, 2019  
App. No. 18-003/Attorney's Roll No. 36749  
PTR No. 3244611, Jan. 3, 2019, Muntinlupa City  
IBP Lifetime Member No. 05258, TIN: 155478879  
MCLE No. VI-G000151/04/25/2018, Philippines  
ENAC27, U/Pasco, Jollibee Junction, Alabang,  
1770 Muntinlupa City, Philippines

CERTIFIED TRUE COPY




## For Goods Offered From Within the Philippines

Name of Bidder: **IFE ELEVATORS PHILIPPINES, INC.**  
 Invitation to Bid Number: **DBM 2019-30**

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	SUPPLY, DELIVERY, FABRICATION, INSTALLATION, TESTING, AND COMMISSIONING OF BRAND NEW PASSENGER ELEVATORS FOR THE DBM ARCACHE BUILDING (PROJECT ID NO.: DBM-2019-30)	People's Republic of China (PRC)	2	PHP 1,800,000.00	PHP 500,000.00	PHP 700,000.00	PHP 700,000.00	PHP 3,700,000.00	PHP 7,400,000.00



**KIMBERLY R. CABANILLA**  
 Bidder's Representative /  
 Authorized Signatory

**CERTIFIED TRUE COPY**  


Duly authorized to sign Bid for and on behalf of **IFE ELEVATORS PHILIPPINES, INC.**  
 Date: September 10, 2019

## For Goods Offered From Abroad

**Name of Bidder: IFE ELEVATORS PHILIPPINES, INC.**  
 Invitation to Bid Number: 019-30

1	2	3	4	5	6	7	8	9
Item	Description	Country of Origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



**KIMBERLY R. CABANILLA**  
 Bidder's Representative /  
 Authorized Signatory

**CERTIFIED TRUE COPY**



Duly authorized to sign Bid for and on behalf of IFE ELEVATORS PHILIPPINES, INC.  
 Date: September 10, 2019

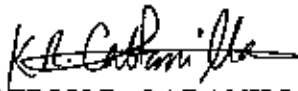
## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter the date of delivery to the project site.

Item	Description	Quantity	Contract Completion
The Contractor shall provide the materials, tools, equipment, manpower, and supervision needed for the Project.			
1	Supply, delivery, fabrication, installation, testing, and commissioning of brand new passenger elevator cars	1 lot	December 27, 2019
2.	Submission of Permit to Operate		
2	Warranty		One (1) year for workmanship and parts and five (5) years for the motor
3	Response time for the repair and replacement of defective parts/unit		Within twenty-four (24) hours upon receipt of written or verbal notice from the AS-GSD

**I hereby certify to comply and deliver all the above requirements.**

IFE ELEVATORS PH., INC.

  
KIMBERLY R. CABANILLA

SEPT. 10, 2019

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Representative

\_\_\_\_\_  
Date

CERTIFIED TRUE COPY

  
\_\_\_\_\_

## Section VII. Technical Specifications (Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item	Specifications	Bidder's Statement of Compliance																																																				
<b>1</b>	<b>MATERIALS COMPLIANCE</b>																																																					
	General Specifications																																																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Type</td> <td>Passenger Elevator Car</td> <td style="width: 10%; text-align: center;">Comply</td> </tr> <tr> <td>Quantity</td> <td>Two (2)</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Rated Capacity</td> <td>5-6 passengers or 450 kilograms for each car</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Model</td> <td>Latest model (but in no case earlier than 2014)</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Speed (m/s)</td> <td>1.0 m/s</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>No. of stops</td> <td>Four (4)</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>No. of openings</td> <td>Double Entrance Ground Floor – lobby side Mezzanine – opposite side Second Floor – lobby side Third Floor – lobby side</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Floor designation</td> <td>G, M, 2, 3</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Travel Height</td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Shaft size</td> <td rowspan="3">Same as existing (ocular visit after the Pre-bid Conference)</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Over travel distance</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Pit depth</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Drive System</td> <td>Geared/Gearless, provided that no demolition will be done to the existing structure and its integrity will not be affected.</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Control system</td> <td>Duplex System</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Machine room</td> <td>Machine room less</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Power supply</td> <td>230 volts, 3 phase, 50/60Hz</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Power supply accessories</td> <td>Automatic voltage regulator for each car</td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Counter weight safety gear</td> <td>Required</td> <td style="text-align: center;">Comply</td> </tr> </table>	Type	Passenger Elevator Car	Comply	Quantity	Two (2)	Comply	Rated Capacity	5-6 passengers or 450 kilograms for each car	Comply	Model	Latest model (but in no case earlier than 2014)	Comply	Speed (m/s)	1.0 m/s	Comply	No. of stops	Four (4)	Comply	No. of openings	Double Entrance Ground Floor – lobby side Mezzanine – opposite side Second Floor – lobby side Third Floor – lobby side	Comply	Floor designation	G, M, 2, 3	Comply	Travel Height		Comply	Shaft size	Same as existing (ocular visit after the Pre-bid Conference)	Comply	Over travel distance	Comply	Pit depth	Comply	Drive System	Geared/Gearless, provided that no demolition will be done to the existing structure and its integrity will not be affected.	Comply	Control system	Duplex System	Comply	Machine room	Machine room less	Comply	Power supply	230 volts, 3 phase, 50/60Hz	Comply	Power supply accessories	Automatic voltage regulator for each car	Comply	Counter weight safety gear	Required	Comply	
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*K. Alami*

Door type	2-panel center opening or side opening	Comply
Width of Door Opening	800 mm	Comply
Door panel	High Gloss Stainless Steel	Comply
Door sill	Extruded hard aluminum	Comply
Front wall finishes	Manufacturer's standard	Comply
Rear wall finishes	design subject for the approval	Comply
Side wall finishes	of the AS- GSD	
Handrails	35mm round hairline stainless steel on side and rear wall	Comply
COP Button	Push button (with braille)	Comply
COP's location	One (1) side wall	Comply
COP Face plate	Stainless steel (LCD TFT)	
Platform decoration	Manufacturers standard design	Comply
Car ceiling	subject for the approval of the AS- GSD	Comply

#### Lift Lobby

Landing door panel finishes	High Gloss Stainless Steel	Comply
Landing door frame	Extruded hard aluminum	Comply
LOP Buttons	Push button (with braille)	Comply
LOP faccplate	Stylish stainless steel	

#### Car and Landing Position Indicators

Car position indicator	Light emitted (LCD TFT)	Comply
Landing position indicator	Light emitted (LCD TFT)	Comply

#### Special Features

Arrival gong	On-car Filipina (Female Tagalog Voice Recording)	Comply
Intercom system	Two-way (Security/Front Desk Connected)	Comply
Attendant control	Yes	Comply
Reservation/Independent Service	Yes, Car Only	Comply
Aluminum Ladder Pit	Yes	Comply
Out of service switch	Yes	Comply
Emergency power	Yes	Comply
Evacuation control	Yes	Comply
Self-diagnostic, Self-testing	Yes	Comply
Automatic Rescue Device (ARD)	Yes, nearest landing during power outage	Comply
CCTV Wiring provisions	Yes	

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*K.A. Chanillo*

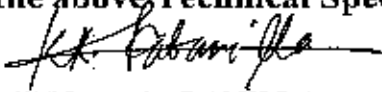
	<p>Standard Control Features</p> <table border="1" data-bbox="359 248 1222 613"> <tr> <td>Alarm</td> <td>Yes</td> </tr> <tr> <td>Anti-nuisance car call protection</td> <td>Yes (double tap to cancel)</td> </tr> <tr> <td>Automatic return to main floor</td> <td>No homing</td> </tr> <tr> <td>Main Floor</td> <td>Yes</td> </tr> <tr> <td>Door final timer</td> <td>Yes with alarm</td> </tr> <tr> <td>Door pre-opening</td> <td>Yes (with chime sound)</td> </tr> <tr> <td>Emergency light in car</td> <td>Yes, fully recessed</td> </tr> <tr> <td>Light curtain</td> <td>Yes</td> </tr> <tr> <td>Full load by-pass</td> <td>Yes</td> </tr> </table>	Alarm	Yes	Anti-nuisance car call protection	Yes (double tap to cancel)	Automatic return to main floor	No homing	Main Floor	Yes	Door final timer	Yes with alarm	Door pre-opening	Yes (with chime sound)	Emergency light in car	Yes, fully recessed	Light curtain	Yes	Full load by-pass	Yes	<p>Comply Comply Comply Comply Comply Comply Comply Comply</p>
Alarm	Yes																			
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Full load by-pass	Yes																			
2	<p><b>SCOPE OF WORKS</b></p> <ul style="list-style-type: none"> <li>• Mobilization</li> <li>• Installation of new elevators, all parts and accessories</li> <li>• Construction of elevator facade</li> <li>• Includes all civil, electrical and mechanical works</li> <li>• Includes all materials and restoration works</li> <li>• Testing and Commissioning</li> </ul>	<p>Comply Comply Comply Comply Comply Comply</p>																		
3	<p><b>ADDITIONAL REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>• Brand of elevator should be in the Philippine market for 10 years. As such, the bidder shall submit, during post qualification, the company profile of the elevator manufacturer/designer</li> <li>• Bidders shall comply with existing Philippine laws, rules and regulations pertinent to elevators</li> <li>• Manufacturing company shall be ISO 9001, ISO 14001 certified</li> <li>• The Contractor and the installed elevator shall conform with relevant Philippine laws, rules and regulations on Elevators such as, but not limited to, the following: (1) Occupation Safety and Health Standards particularly Rule 1220: Elevators and Related Equipment; (2) Philippine Electrical Code; (3) Philippine Mechanical Code; (4) Philippine Structural Code</li> <li>• Bidders should be accredited distributor and installer of elevators.</li> <li>• No drilling shall be made on the floors.</li> <li>• Post tensioned slab shall not be damaged in any way. In case of damage, the contractor shall be held liable for all the damages incurred as a result thereof.</li> <li>• Supplier shall apply for, process, secure all necessary permits pertaining to elevators, such as, but not limited to, Permit to Operate.</li> <li>• Upon completion of the Project, the contractor shall submit to the AS the following documents: <ul style="list-style-type: none"> <li>1. 3 sets of duly signed and sealed as built plans of the elevators approved by the proper regulating government body;</li> <li>2. All necessary Permits issued by the City Building Official, such as but not limited to Permit to Operate</li> </ul> </li> </ul>	<p>Comply Comply Comply Comply Comply Comply Comply Comply Comply Comply</p>																		

CERTIFIED TRUE COPY


*[Handwritten Signature]*

4	<b>OTHERS:</b>	
	<ul style="list-style-type: none"> <li>• Warranty: one (1) year for workmanship and 5 years for the motor</li> <li>• Includes monthly preventive maintenance for 12 months from the acceptance of the Project. As such, the retention fee shall only be released 1 year after the date of completion and acceptance.</li> <li>• Repair and replacement of defective parts/unit shall be made by the Supplier within twenty-four (24) hours upon receipt of written or verbal notice from the AS-GSD.</li> </ul>	<p>Comply</p> <p>Comply</p> <p>Comply</p>

**I hereby certify to comply with all the above Technical Specifications.**

IFE ELEVATORS PH., INC. <hr style="width: 100%;"/> <b>Name of Company/Bidder</b>	<div style="text-align: center; margin-bottom: 5px;">   <hr style="width: 100%;"/> </div> KIMBERLY R. CABANILLA <hr style="width: 100%;"/> <b>Signature Over Printed Name of Representative</b>	SEPT. 10, 2019 <hr style="width: 100%;"/> <b>Date</b>
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***Section IV. General Conditions of Contract***

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## 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

## **6. Scope of Contract**

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **9. Prices**

- 9.1. 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. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (L.C), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature; Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent



amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## 12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## 13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## **25. Termination for Convenience**

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

## 27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.



**28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

*Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM).
1.1(i)	The Supplier is
1.1(j)	The Funding Source is:  The Government of the Philippines (GOP) through the authorized appropriations under the FY 2019 General Appropriations Act in the amount of Eight Million Eight Hundred Thousand Pesos (P8,800,000.00).
1.1(k)	The Project Site is:  Department of Budget and Management General Solano St. San Miguel, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is:  Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)657-3300 loc. 3117  Contact Person: Engr. Argee M. Sto. Barbara OIC-Chief Administrative Service-General Services Division (AS-GSD)  The Supplier's address for Notices is:
6.2	The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(e)	No further instructions.
15	No further instructions.
16.)	The quantity of the Goods delivered to DBM shall be inspected by the AS-GSD. However, inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications and its order and condition, will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection

	will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
17.3	In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awarded for a minimum period of one (1) year from the date of acceptance of work by the AS-GSD.
17.4	The period of correction of defects shall be made within twenty-four (24) hours from either verbal or written notification from the AS-GSD.
21.1	No additional provision.



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

**MS. KIMBERLY CABANILLA**

*Authorized and Designated Representative*  
IFE Elevators Philippines, Inc.  
Penthouse Level, Kingston Tower  
Block 2, Lot 1, Acacia Avenue  
Madrígal Business Park  
Alabang, Muntinlupa City

Dear **Ms. Cabanilla**:

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Arcache Building," is hereby awarded to IFE Elevators Philippines, Inc. in the amount of P7,400,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,



**WENDEL E. AVISADO**  
*Acting Secretary*

*Jeffrey Tolentino*  
6/8/19



Official Receipt  
of the  
Republic of the Philippines

No: 0227009 A

Date: October 17, 2013

Agency: INSURANCE COMMISSION Fund:

Payer: STRONGHOLD INSURANCE COMPANY

Nature of Collection	Account Code	Amount
Creditations pursuant to RA 9184		₱ 500.00
Legal Research Fund		0.00
TOTAL		₱ 500.00

Amount in Words: FIVE HUNDRED PESOS ONLY

<input checked="" type="checkbox"/> Cash	Drawee Bank	Number	Date
<input type="checkbox"/> Check			
<input type="checkbox"/> Money Order			

Received the amount stated above.

BY: STEPHENIA R. GATEBELLANCA 9007  
 IC-Shop-10 Administrative Officer  
 Collecting Officer

NOTE: Write the number and date of this receipt on the back of check or money order received.



Republic of the Philippines  
Department of Finance  
**INSURANCE COMMISSION**  
1071 United Nations Avenue  
Manila



## CERTIFICATION

This is to certify that **STRONGHOLD INSURANCE COMPANY, INC.** is licensed to transact non-life insurance business in the Philippines for **FIRE, MARINE, CASUALTY** and **SURETY** lines under **Certificate of Authority No. 2019/43-R** effective 1 January 2019 until **31 December 2021**, unless sooner revoked or suspended for cause.


It is certified, moreover, that **Stronghold Insurance Company, Inc.** is authorized under its license to issue surety bonds required by the implementing Rules and Regulations of R.A. No. 9184, and that the Insurance company had issued **PERFORMANCE BOND (SURETY BOND)** with **SIC BOND NO. G(13)-A-0044838** which is **Callable Upon Demand** together with the principal **IFE ELEVATORS PHILIPPINES, INC.** in favor of the obligee **DEPT. OF BUDGET AND MANAGEMENT, SAN MIGUEL, MANILA** in the amount of **TWO MILLION TWO HUNDRED TWENTY THOUSAND PESOS ONLY (P 2,220,000.00)** for the project: **SUPPLY, DELIVERY, FABRICATION, INSTALLATION, TESTING AND COMMISSIONING OF BRAND NEW PASSENGER ELEVATOR FOR THE DBM ARCACHE BUILDING.** Certified photocopy [or duplicate copy] of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **Mr. Romulo I. Delos Reyes, Jr.,** President & General Manager of **Stronghold Insurance Company, Inc.,** pursuant to the Revised Implementing Rules and Regulations of R. A. 9184.

*Issued this 17<sup>th</sup> day of October, 2019.*

*City of Manila, Philippines.*

*For the Insurance Commissioner:*

  
**JONALYN A. OQUIAS**  
IC Insurance Specialist II  
In-Charge of Office of Suretyship Unit  
Office of the Insurance Commissioner  
Paid under O.R. No. 0227009 A

IC-LRE-DP-001-F-15  
Rev. 1

/jao



**STRONGHOLD**  
**INSURANCE COMPANY INCORPORATED**  
 34-2 South Center Tower, Vespers St., Mailing Bldg., Park Alibang,  
 Mandalupa City, City of Manila, NCR, Pasig District, Philippines 1200  
 VAT Reg. TIN: 000-02-270-00015 • Tel. Nos.: 890-4855 • Telex No.: 330-4834

**OFFICIAL RECEIPT**

No. 00015-0094166 Date: OCT. 14, 2019

RECEIVED from MITE ELEVATORS PHILS. INC.

Address: DUPONG RIVER, MANDALUPA CITY

TIN: \_\_\_\_\_ Bus Style \_\_\_\_\_

the sum of THREE THOUSAND FOUR HUNDRED AND NO/100 PESOS

in full payment of \_\_\_\_\_

Policy / Bond No. 2120-000-005

Endorsement No. \_\_\_\_\_

Renewal No. \_\_\_\_\_

Amount of Coverage 2,220,000.00

From 2019-01-01 to 2019-12-31

Insurance in Force 2,220,000.00

To 2019-12-31

Premium 1,749.87

Documentary Stamps 16,519.99

Fire Service Tax 7.00

Other 1,149.88

VAT Amount \_\_\_\_\_

Total Sales 3,946.74

TOTAL AMOUNT PAYABLE 3,946.74

Paid by: \_\_\_\_\_

Cash \_\_\_\_\_

Check No. \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: Replacing Temporary \_\_\_\_\_

Receipt No. \_\_\_\_\_

ABOVE PAYMENTS are (are not) subject to all the conditions stipulated at the back hereof.

PLEASE ASCRIBION No. 0364F21-000000086 Issued on 22nd January, 2014

STRONGHOLD INSURANCE COMPANY, INC.

62 Branch St., San Juan, D.C.

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF DATE





UNITED STATES DEPARTMENT OF COMMERCE  
 OFFICE OF FOREIGN TRADE ADMINISTRATION  
 1400 K STREET, N.W., WASHINGTON, D.C. 20540  
 TELEPHONE: (202) 446-1200  
 FAX: (202) 446-1201

THE OFFICIAL RECEIPT

The Payment(s) represented by this receipt are received subject to the following:

1. Payment(s) shall not be binding upon the company for any part of said payment(s) covered by a check, bill of exchange or other negotiable document other than cash unless such remittance is promptly honored on presentation for payment and actually cashed.

2. If payment is not acceptable for the purpose offered, it will be returned in the normal course of business without interest.

3. Acceptance of payment shall not make, alter or discharge contracts, prejudice of the company's rights, remedies or pending legal actions, or waive forfeitures or remedies stipulated in covered contract(s) due to customer's fault.

This Official Receipt is being issued on the assumption that there is no known loss/losses affecting the policy for which this payment is being applied, otherwise this Official Receipt is automatically considered null and void.

1. This receipt shall not be binding upon the company for any part of said payment(s) covered by a check, bill of exchange or other negotiable document other than cash unless such remittance is promptly honored on presentation for payment and actually cashed.

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This Official Receipt is being issued on the assumption that there is no known loss/losses affecting the policy for which this payment is being applied, otherwise this Official Receipt is automatically considered null and void.



**STRONGHOLD INSURANCE COMPANY, INC.**

17<sup>th</sup> Floor, Security Bank Centre, 6776 Ayala Avenue  
Makati City, Metro Manila  
Tel. Nos. 891-1329 to 37; Fax Nos. 891-1326; 815-2233  
mail@strongholdinsurance.com.ph  
www.strongholdinsurance.com.ph  
VAT Reg. TIN-000-602-270-000  
Established Since 1960

PREMIUM \_\_\_\_\_  
DOC. STAMPS... \_\_\_\_\_  
VAT..... \_\_\_\_\_  
NOT. FEES..... \_\_\_\_\_  
LGT..... \_\_\_\_\_  
MISC..... \_\_\_\_\_  
TOTAL..... \_\_\_\_\_

G(13)-A- 0044838

**PERFORMANCE BOND  
(SURETY BOND)**

(Performance Security pursuant to Section 39  
of the Implementing Rules and Regulations of R.A. No. 9184)

**KNOW ALL MEN BY THIS PRESENTS:**

That we, IFE ELEVATORS PHILS., INC.  
Penthouse Level, Kingston Tower, Block 2, Lot 1, Acacia Ave. Madrigal Business  
Park Alabang, Muntinlupa City.

as Principal, and Stronghold Insurance Company, Inc. a corporation duly organized and existing under  
and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto  
Dept. of Budget and Management, San Miguel, Manila as procuring  
entity/Obligee in the sum of Pesos Two Million Two Hundred Twenty Thousand Pesos  
and 00/100 (P 2,220,000.00),

Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the above-bounden Principal entered into a contract with the Obligee for the:

**SUPPLY, DELIVERY, FABRICATION, INSTALLATION, TESTING AND  
COMMISSIONING OF BRAND NEW PASSENGER ELEVATOR FOR THE DBM  
ARCACHE BUILDING.**

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full  
and faithful performance of the obligations of the Principal under the contract within the period of  
October 14, 2019 to October 14, 2020; as specified in the bidding  
documents/terms of reference pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No.  
9184 and an additional one year (1) coverage from date of completion up to final acceptance to guarantee  
that the above-bounden Principal shall undertake the repair works of any damage to the infrastructure on  
account of the use of materials of inferior quality discovered within the defects liability period pursuant to  
Section 62 of the Implementing Rules and Regulations (IRR) of R.A. 9184.

This bond is callable on demand. The liability of the surety company shall in no case exceed the sum  
of Two Million Two Hundred Twenty Thousand Pesos and 00/100  
(Php. 2,220,000.00)  
Philippine Currency. In case of default or failure of the Principal, the Obligee shall notify the Surety by  
sending the notice of claim with attached supporting documents to prove default or failure to comply by the  
Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions, and agreements stipulated in said contract, R.A. No. 9184 and its Implementing  
Rules and Regulations, then the obligation shall be null and void; otherwise it shall remain in full force and  
effect.

The liability of the Surety under this bond shall remain valid until issuance by the Obligee of the  
certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not  
assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the  
Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not  
be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 14<sup>th</sup> day  
of October 2019 at Makati City  
Kimberly K. ACANUA IFE ELEVATORS PHILS., INC.  
[Signature] BY: MR. FRANCISCO ONDOY  
Witness to Principal Principal

# ACKNOWLEDGEMENT

Republic of the Philippines }  
 Makati City } S.S

SICI BOND NO. \_\_\_\_\_  
**G(13)-A- 0044838**

In Makati City Philippines, 14<sup>th</sup> day of October 2019, personally appeared before me.

NAME	GOVERNMENT ISSUED ID	ISSUED	AT	ON
IFE ELEVATORS PHILS., INC.				
BY: MR. FRANCISCO ONDOY	CRN-0003-6-	922447-5		

and EDUARDO Q. SAMULDE Driver's License No. D06-96-176574 Kawit, Cavite with \_\_\_\_\_ issued at \_\_\_\_\_ on Nov. 14, 2017  
20 for and in behalf of STRONGHOLD INSURANCE COMPANY INC. with Comm. Tax Cert. No. 00103966 issued at Makati City on Jan. 04, 2019 to me known to be the same persons who signed and executed the foregoing instrument and knowledge before me that 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. 187  
 Page No. 38  
 Book No. IX  
 Series of 2019



**ATTY. RODOLFO E. MENDOZA**  
 NOTARY PUBLIC  
 My Commission Expires **Dec. 31, 2019**  
 PTR # 7328677 / Jan. 3, 2019  
 Issued at **Makati City**  
 Roll # 24288  
 BP # 085883 / Dec. 4, 2018

Republic of the Philippines }  
 Makati City } S.S

EDUARDO Q. SAMULDE-Unit Manager, of STRONGHOLD INSURANCE COMPANY INC. having been duly sworn, states and deposes that the STRONGHOLD INSURANCE COMPANY INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at 17<sup>th</sup> Floor Security Bank Centre 6776, Ayala Avenue Makati City, and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines; and that is actually worth the amount specified in the foregoing undertaking to wit Two Million Two Hundred Thousand Pesos, (Php 2,220,000) Philippine Currency, over and above all your debts and obligations and property exempt from execution.

STRONGHOLD INSURANCE COMPANY INC.

By: \_\_\_\_\_  
**EDUARDO Q. SAMULDE**  
 Unit Manager

Subscribed and sworn to before me this 14<sup>th</sup> day of October 2019, 20 at Makati City, Philippines. Affiant exhibited to me his ~~XXXXXXXXXXXX~~ and that the Corporation, as above mentioned.  
 Driver's License

Doc. No. 188  
 Page No. 38  
 Book No. IX



**ATTY. RODOLFO E. MENDOZA**  
 NOTARY PUBLIC  
 My Commission Expires **Dec. 31, 2019**

ISF # 085833 / Dec. 4, 2018

Roll # 24288

Issued at Makati City

PIR # 1328577 / Jan. 3, 2019

My Commission Expires Dec. 31, 2019

NOTARY PUBLIC  
ATTY. RODOLFO E. MENDOZA



Series of 2019  
Book IX  
Page 38  
Doc. No. 189

In witness whereof I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

to me known to be the same persons who signed and executed the foregoing instrument and acknowledged before me that the same is their own voluntary act and deed.

N A M E	Res. Cert. No.	At Makati City	On
Stronghold Ins. Co., Inc.	00103966	Makati City	Jan. 4, 2019

In the 14th day of October 2019

REPUBLIC OF THE PHILIPPINES  
MAKATI CITY, S.S.  
**A C K N O W L E D G M E N T**

Name	Address
LEE M. FAVOR'S PHILS., INC.	ALABANG MUNTINLUPA CITY
RY: MR. FRANCISCO ONDOY	
Name	Address
Name	Address
Name	Address

Executed at Makati City, Philippines, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

12) CANCELLATION BY THE COMPANY: - The COMPANY may at any time, cancel the aforesaid its renewals, extensions, substitutions, replacements or modifications subject to any liability hereunder of the undersigned accruing prior to the date of cancellation; and to the present transaction, shall likewise be applicable where this agreement is made to extend to other subsequent transactions.

11) EXTENSION OR INDEMNITY TO OTHER OBLIGATIONS: - The parties hereto agree that the Indemnity Agreement shall stand as collateral and security for such other obligations as shall or any of the parties hereto subsequently contract with the COMPANY, provided that in such case the liability assumed by the undersigned shall not extend beyond the amount of \$ \_\_\_\_\_ over and above that in the receding herein involved and provide further that, any and such terms and conditions as heretofore agreed with respect to the present transaction, shall likewise be applicable where this agreement is made to extend to other subsequent transactions.

10) RENEWALS, ALTERATIONS AND SUBSTITUTIONS: - The undersigned hereby empower and authorize the Company to grant or consent to be granted at any extension, alteration, replacement, modification, change, or renewal of the original bond or promissory note herein referred to and to execute or consent to the execution of any substitution for said bond or promissory note with the same or different conditions and terms, and the undersigned hereby hold themselves jointly and severally liable to the company for the original bond or promissory note heretofore mentioned or for any extension, continuation, increase, modification, change, alteration, replacement, or substitution thereof until the full amount including principal, interest, premiums, costs and other expenses due to the Company hereunder is fully paid up and further agree that the Indemnity Agreement shall operate as a continuing guaranty in favor of the Company for as long as the Principal obligation or any renewal, extension, alteration, change, replacement, modification, or substitution thereof exists or remains outstanding.

the provisions of this indemnity agreement shall be applicable and shall continue in force without the necessity of executing another indemnity agreement for the purpose, with cancellation or termination of the aforesaid replacement or novation of the aforesaid.

# STRONGHOLD INSURANCE COMPANY, INCORPORATED

## INDEMNITY AGREEMENT

The undersigned, **LFE ELEVATORS PHILS., INC.**

**Alabang, Muntinlupa City**

hereby jointly and severally request the **STRONGHOLD INSURANCE COMPANY, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines with head office at Makati, Philippines hereinafter called the **COMPANY**, to become and act as surety upon a bond in the sum of **Two Million Two Hundred Twenty thousand Pesos (P2,220,000.00)** Pesos, Philippine Currency, on behalf of said principal and in favor of **Dept. of Budget and Management, San Miguel, Manila** dated **October 14, 2019** a copy of which is hereto attached and made an integral part hereof:

In consideration of the **COMPANY** agreeing to act as such surety the undersigned, jointly and severally bind themselves in favor of the **COMPANY** in the following terms:

1) **PREMIUM:** - To pay to the **COMPANY** in advance or on demand; in addition to the cost of documentary stamps, the sum of **(P.....)** as premium for each period of ..... months of fraction thereof; while the aforesaid ..... be in force, inclusive of any renewal expression or substitution of the same until duly cancelled. The undersigned hereby expressly waive notice of acceptance and approval hereof and of any such renewal, extension or substitution:

2) **INDEMNITY:** - To indemnify the **COMPANY** upon its demand and keep it indemnified for and to hold and save it harmless from and against any and all payments, damages, costs, losses, penalties, charges and expenses of whatsoever kind and nature which the **COMPANY** as such surety shall or may, at any time make sustain incur and/or suffer or for which it has or may become liable to the obligee and to pay an additional amount as attorney's fees equal to 25% of the amount due to the **COMPANY** by virtue hereof which in no case shall be less than **P208.00**; and which shall be payable whether or not the case be extrajudicially settled, it being understood that demand made upon anyone of the undersigned herein is admitted as demand made on all of the signatories hereof.

In case of confiscation of the bond, the indemnitors shall pay the sum of Fifty (P50.00) pesos a day to the company until the order of foreclosure is lifted and/or the bond is cancelled.

3) **ACCRAUAL OF ACTION:** - Notwithstanding the provisions of the next preceding paragraph, where the obligation involves a liquidated amount for the payment of which the **COMPANY** has become legally liable under the terms of the obligation and its suretyship undertaking, or by the demand of the obligee or otherwise and the latter has merely allowed the **COMPANY** a term of extension for payment of the latter's demand the full amount necessary to discharge the **COMPANY'S** aforesaid liability irrespective of whether or not payment has actually been made by the **COMPANY** the **COMPANY** for the protection of its interest may forthwith proceed against the undersigned or either of them by suit action or otherwise to enforce payment, even prior to making payment to the obligee which may hereafter be done by the **COMPANY**;

4) **INTEREST ON AMOUNT PAID BY OR FOR THE COMPANY:** - Any and all sums of money so paid by the **COMPANY**, or for which the **COMPANY** shall be liable or pay, or which may be due the **COMPANY** by virtue hereof shall bear interest at the rate of 22% per annum from date of payment, or from the date when the liability to the **COMPANY** to pay accrued, which interest shall be accumulated and added to principal quarterly and shall earn interest at the same rate.


5) **INCONTESTABILITY AND PROOF OF LIABILITY CLAUSE:** - Where the **COMPANY** has made payment or disbursement as herein above contemplated, in the belief that the **COMPANY** was obliged to make the same or that it was necessary and expedient to do so, or that the payment was made in order to minimize the extent and amount of liability or to forestall court action against its principal and/or itself, the fact of such payment or disbursement and the amount thereof shall be incontestable and the undersigned unconditionally accept liability therefor. The receipts or other instruments evidencing such payment or disbursement shall be conclusive proof if both the fact of such payment, and the date and amount thereof.

6) **VENUE** - Any action arising for any purpose by virtue of this indemnity agreement shall be brought before the courts of the City of Makati having competent jurisdiction, any other venue being hereby expressly waived.

7) **SECURITY:** - On demand by the **COMPANY**, the undersigned jointly and severally shall execute and deliver to the **COMPANY** any surety and guaranty the **COMPANY** may require to guarantee compliance with the obligations of the undersigned herein assumed. The expenses for the execution and registration of the corresponding security and guaranty documents shall be exclusively for the account of the undersigned jointly and severally. The undersigned furthermore undertake that while this undertaking of indemnity is in force, no property belonging to the undersigned, or either of them shall be disposed of or encumbered without the prior knowledge and consent of the **COMPANY** and any such disposal or encumbrance shall be deemed as made in fraud of the **COMPANY** unless sufficient if such property be left unencumbered to respond for the obligations herein contracted.

8) **LIABILITY IN SOLIDUM:** - It shall not be necessary for the **COMPANY** to bring suit against the principal upon his default, or to exhaust the property of the principal, but the liability hereunder of the undersigned indemnitors shall be joint and several and in solidum with that of the principal and the undersigned indemnitors likewise agree to be bound in solidum not only to the obligations herein secured but also to any renewal, extension, substitution replacement, or novation if this obligation and without the necessity of executing another

REPUBLIC OF THE PHILIPPINES  
 DEPARTMENT OF TRANSPORTATION  
 LAND TRANSPORTATION OFFICE  
**PROFESSIONAL DRIVER'S LICENSE**



**SAMUEL EDUARDO OLVERA**  
 License No. 008-96-175574  
 PK. M 1548/11/21  
 Address: 4290 SYA ROSA I NOVLETA CAVITE  
 License No. 008-96-175574  
 Expiration Date: 2021/11/28  
 Height: 180  
 Eye Color: BLACK  
 Complexion: NONE  
 Signature: *[Signature]*  
 Director: *[Signature]*  
 Director of Licenses

61927E80D  
 008-96-175574

IN CASE OF EMERGENCY,  
 CONTACT THE LTO OFFICE  
 ADDRESS: 008-96-175574  
 TEL. NO. 85111111

THIS IS A PROFESSIONAL DRIVER'S LICENSE  
 FOR THE OPERATION OF MOTOR VEHICLES  
 IN THE PHILIPPINES  
 THE LICENSEE SHALL BE SUBJECT TO THE  
 PROVISIONS OF THE TRAFFIC CODE OF THE  
 PHILIPPINES AND OTHER LAWS  
 GOVERNING THE OPERATION OF  
 MOTOR VEHICLES  
 THIS LICENSE IS VALID FOR  
 ONE (1) YEAR FROM THE DATE  
 OF ISSUANCE  
 THE LICENSEE SHALL BE  
 SUBJECT TO THE PROVISIONS  
 OF THE TRAFFIC CODE OF THE  
 PHILIPPINES AND OTHER LAWS  
 GOVERNING THE OPERATION OF  
 MOTOR VEHICLES





REPUBLIC OF THE PHILIPPINES  
United with Progress



CRN-0003-6922447-5



NAME  
FRANCISCO

NAME  
PALER

DATE OF BIRTH 2/16/1945

LOT 2 SOUTH 14th  
VILLAR SACILLA HONOLULU  
HONOLULU 3 SACCOB CITY  
CAVITE RHL 4302