



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2019-48

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 Central Office," with an Approved Budget for the Contract of P8,800,000.00;

WHEREAS, under Resolution No. 2019-42 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 Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, and that post-qualification be conducted on the second Lowest Calculated Bidder, IFE Elevators Phils. Inc., with a bid of P8,400,000.00, 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 P8,400,000.00.

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 1st 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



VIRGLIO 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 Central Office," is hereby awarded to IFE Elevators Philippines, Inc. in the amount of P8,400,000.00.

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

Jessy M. Tolentino
10/2/19



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 Central Office," 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 18, 2019

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

Authorized Signature: *Kimberly R. Cabanilla*

CONTRACT No. 2019-11
SUPPLY, DELIVERY, FABRICATION, INSTALLATION, TESTING,
AND COMMISSIONING OF BRAND NEW PASSENGER ELEVATORS
FOR THE DBM CENTRAL OFFICE

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 Central Office," and the bid of the Supplier is in the amount of Eight Million Four Hundred Thousand Pesos (P8,400,000.00), 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 12 2019 2019 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT

by:



WENDEL E. AVISADO
Secretary

IFE ELEVATORS PHILS. INC.

by:

Kimberly Cabanilla

KIMBERLY CABANILLA
Authorized and Designated Representative

SIGNED IN THE PRESENCE OF

THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service

Francisco P. Ondoy
FRANCISCO P. ONDOY

CERTIFIED FUNDS AVAILABLE

JEFFREY DM GALARPE
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 061011012019-10-2201

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 12 2019 2019 personally appeared the following:

| NAME | VALID ID | VALID UNTIL |
|---------------------------|--------------------|------------------|
| WENDEL E. AVISADO | DBM ID No. 4601 | |
| KIMBERLY CABANILLA | 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 Central Office was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of NOV 12 2019, 2019.

Doc. No 135
Page No 103
Book No 11
Series of 2019.

[Signature]
TRISHA M. SARAAN
 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

[Vertical signature]

Bid Form
(Revised)

Date: September 10, 2019
Invitation to Bid No.: **DBM-2019-29**

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 Central Office*" in conformity with the said Bidding Documents for the sum of **Eight Million Four Hundred Thousand Pesos, (Php 8,400,000.00)**.

| Specifications | Unit | Unit Cost (in Pesos, inclusive of VAT) | Total Cost |
|--------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------|------------------|
| Supply, Delivery, Fabrication, Installation, Testing, and Commissioning of Brand New Passenger Elevators for the DBM Central Office | 2 | Php 4,200,000.00 | Php 8,400,000.00 |

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.

CERTIFIED TRUE COPY

K.A. Cabanilla


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

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 Central Office 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:


MAIK R. JACOBO

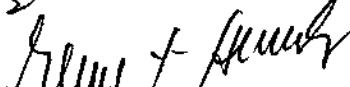
Duly authorized to sign Bid for and on behalf of **IFE ELEVATORS PHILIPPINES, INC.**

REPUBLIC OF THE PHILIPPINES
CITY OF MUNTINLUPA

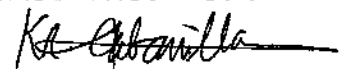
06 SEP 2019

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS ____ DAY OF ____
CITY OF MUNTINLUPA, AFFIANT HAVING EXHIBITED TO ME HIS/HER
WITH NO. 21362647 ISSUED ON 01/09/19 ISSUED AT
ISSUED UNTIL 01/09/2022 AS COMPETENT EVIDENCE OF IDENTITY

DUE NO. 201
PAGE NO. 42
BOOK NO. 178
SERIES OF 2019


ELEDNOR T. HERNANDEZ
Notary Public
Until December 31, 2019
Appt. No. 18-009/Attorney's Roll No. 38749
PTR No. 3244611, Jan. 3, 2019, Muntinlupa City
IBP Lifetime Member No. 05258, TIN: 135478879
MCLE No. VI-0008131/04/23/2018, Philippines
ENAC27, L'Paseo, Jollibee Junction, Alabang,
1770 Muntinlupa City, Philippines

CERTIFIED TRUE COPY

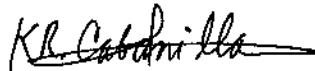


For Goods Offered From Within the Philippines

Name of Bidder: **IFE ELEVATORS PHILIPPINES, INC.**

Invitation to Bid Number: DBM 2019-29

| 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 CENTRAL OFFICE (PROJECT ID NO.: DBM-2019-29) | People's Republic of China (PRC) | 2 | PHP 2,000,000.00 | PHP 800,000.00 | PHP 550,000.00 | PHP 850,000.00 | PHP 4,200,000.00 | PHP 8,400,000.00 |



KIMBERLY R. CABANILLA
Bidder's Representative /
Authorized Signatory

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

CERTIFIED TRUE COPY

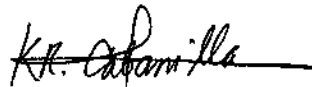


For Goods Offered From Abroad

Name of Bidder: IFE ELEVATORS PHILIPPINES, INC.

Invitation to Bid Number: 019-29

| 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

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

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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------|--------|--|--------|----------|---------|--|--|--------|----------------|----------------------------------------------|--|--|--------|-------|-------------------------------------------------|--|--|--------|-------------|---------|--|--|--------|--------------|----------|--|--|--------|-----------------|--------------------|--|--|--------|-------------------|------------|--|--|--------|---------------|------------------------------------------------------------------------------------------|--|--|--------|------------|--|--|--------|----------------------|--|--|--------|-----------|--|--|--------|--------------|-----------------------------------------------------------------------------------------------------------------------------|--|--|--------|----------------|---------------|--|--|--------|--------------|-------------------|--|--|--------|--------------|-----------------------------|--|--|--------|--------------------------|------------------------------------------|--|--|--------|--|
| 1 | MATERIALS COMPLIANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | General Specifications | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Type</td> <td>Passenger Elevator Car</td> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 20%; text-align: center;">Comply</td> </tr> <tr> <td>Quantity</td> <td>Two (2)</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Rated Capacity</td> <td>10 passengers Range: 750 to 820 kilograms</td> <td></td> <td></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></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Speed (m/s)</td> <td>1.0 m/s</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>No. of stops</td> <td>Four (4)</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>No. of openings</td> <td>Four (4) all front</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Floor designation</td> <td>G, 2, 3, 4</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Travel Height</td> <td rowspan="4" style="vertical-align: top;">Same as the existing (ocular site visit shall be conducted after the Pre-bid Conference)</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Shaft size</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Over travel distance</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Pit depth</td> <td></td> <td></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></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Control system</td> <td>Duplex System</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Machine room</td> <td>Machine room less</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Power supply</td> <td>230 volts, 3 phase, 50/60Hz</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> <tr> <td>Power supply accessories</td> <td>Automatic voltage regulator for each car</td> <td></td> <td></td> <td style="text-align: center;">Comply</td> </tr> </table> | Type | Passenger Elevator Car | | | Comply | Quantity | Two (2) | | | Comply | Rated Capacity | 10 passengers Range: 750 to 820 kilograms | | | 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 | Four (4) all front | | | Comply | Floor designation | G, 2, 3, 4 | | | Comply | Travel Height | Same as the existing (ocular site visit shall be conducted after the Pre-bid Conference) | | | Comply | Shaft size | | | 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 | |
| Type | Passenger Elevator Car | | | Comply | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Quantity | Two (2) | | | Comply | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rated Capacity | 10 passengers Range: 750 to 820 kilograms | | | 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 | Four (4) all front | | | Comply | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Floor designation | G, 2, 3, 4 | | | Comply | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Travel Height | Same as the existing (ocular site visit shall be conducted after the Pre-bid Conference) | | | Comply | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shaft size | | | | 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CERTIFIED TRUE COPY

K. Cabanilla

Counter weight safety gear

Required

Comply

Car Lift Specification

| | | |
|---------------------|---------------------------------------------------------------------------------------------------------------|--------|
| Clear car size | For 10 passengers and which shall fit the existing shaft | Comply |
| Structural car size | | Comply |
| Door type | 2-panel center opening | Comply |
| Door size | Same as the existing | Comply |
| Door panel | High Gloss Stainless Steel (Glass Door) | Comply |
| Door sill | Extruded hard aluminum | Comply |
| Front wall finishes | Manufacturer standard design subject for the approval of the Administrative Service-General Services Division | Comply |
| Rear wall finishes | | Comply |
| Side wall finishes | | Comply |
| 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) | Comply |
| Platform decoration | Manufacturer standard design subject for the approval of the Administrative Service-General Services Division | Comply |
| Car ceiling | | 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 faceplate | Stylish stainless steel | Comply |

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K.R. Chandra

Car and Landing Position Indicators

| | |
|----------------------------|-------------------------|
| Car position indicator | Light emitted (LCD TFT) |
| Landing position indicator | Light emitted (LCD TFT) |

Comply

Comply

Special Features

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

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Standard Control Features

| | |
|------------------------------------|----------------------------|
| 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) |

Comply

Comply

Comply

Comply

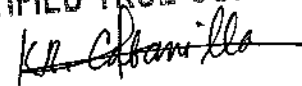
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KA. Chomilla

| | | | | | | | | | | | |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------|---------------|-----|--------|-------------------|-----|--------|--|
| | <table border="1"> <tr> <td>Emergency light in car</td> <td>Yes, fully recessed</td> <td>Comply</td> </tr> <tr> <td>Light curtain</td> <td>Yes</td> <td>Comply</td> </tr> <tr> <td>Full load by-pass</td> <td>Yes</td> <td>Comply</td> </tr> </table> | Emergency light in car | Yes, fully recessed | Comply | Light curtain | Yes | Comply | Full load by-pass | Yes | Comply | |
| Emergency light in car | Yes, fully recessed | Comply | | | | | | | | | |
| Light curtain | Yes | Comply | | | | | | | | | |
| Full load by-pass | Yes | Comply | | | | | | | | | |
| 2 | SCOPE OF WORKS | | | | | | | | | | |
| | <ul style="list-style-type: none"> • Mobilization • Removal/dismantling of existing elevator parts and accessories, as necessary. Hauling site shall be provided by the AS-GSD within the DBM Procurement Service premises • Installation of new elevators, all parts and accessories • Construction of elevator facade • Includes all civil, electrical and mechanical works • Includes all materials and restoration works • Testing and Commissioning | <p>Comply Comply</p> <p>Comply Comply Comply Comply Comply</p> | | | | | | | | | |
| 3 | ADDITIONAL REQUIREMENTS | | | | | | | | | | |
| | <ul style="list-style-type: none"> • 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 • Bidders shall comply with existing Philippine laws, rules and regulations pertinent to elevators • Manufacturing company shall be ISO 9001, ISO 14001 certified • 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 • Bidders should be accredited distributor and installer of elevators. • No drilling shall be made on the floors. • 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. • Supplier shall apply for, process, secure all necessary permits pertaining to elevators, such as, but not limited to, Permit to Operate. • Upon completion of the Project, the contractor shall submit to the AS the following documents: <ul style="list-style-type: none"> 1. 3 sets of duly signed and sealed as-built plans of the elevators approved by the proper regulating government body; | <p>Comply</p> <p>Comply</p> <p>Comply Comply</p> <p>Comply</p> <p>Comply Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> | | | | | | | | | |

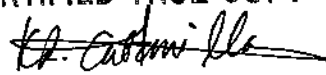
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| | | |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| | 2. All necessary Permits issued by the City Building Official, such as, but not limited to, Permit to Operate | Comply |
| 4 | OTHERS: | |
| | <ul style="list-style-type: none"> • Warranty: one (1) year for workmanship and 5 years for the motor • 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. • 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. | Comply Comply Comply |

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

IFE ELEVATORS PH., INC.  SEPTEMBER 10, 2019

Name of Company/Bidder **Signature Over Printed Name of Representative** **Date**

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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 harrasing 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 (LC), 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. Sta. Barbara OIC-Chief Administrative Officer 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(c) | No further instructions. |
| 15 | No further instructions. |
| 16.1 | 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. |
| 19 | <p>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 shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.</p> <p>The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date.</p> <p>Any request for extension not acted upon before delivery date shall be considered denied.</p> |
| 21.1 | The Supplier shall be responsible and liable for cost of repair due to damages caused by its own staff while implementing the project. |



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

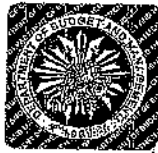
Dear **Ms. Cabanilla:**

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 Central Office," is hereby awarded to IFE Elevators Philippines, Inc. in the amount of P8,400,000.00.

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.

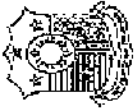
Thank you and God Bless.

Very truly yours,



WENDEL E. AVISADO
Acting Secretary

Jeffrey A. Tolentino
10/9/14



Official Receipt
of the
Republic of the Philippines

N^o 0227008 A

Date October 17, 2019

Agency INSURANCE COMMISSION Fund

Payer STRONGHOLD INSURANCE COMPANY

Nature of Account Amount
Collection Code

Certifications pursuant to RA 9194 P 500.00

Legal Research Fund 0.00

TOTAL 500.00

Amount in Words FIVE HUNDRED PESOS ONLY

Cash
 Bank
 Check
 Money Order
Number Date

Received the amount stated above.

RECEIVED BY: *[Signature]*
AGENCY 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. 2018/43-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 **SICI BOND NO. G(13)-A-0044839** 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 FIVE HUNDRED TWENTY THOUSAND PESOS ONLY (P 2,520,000.00)** for the project: **SUPPLY, DELIVERY, FABRICATION, INSTALLATION, TESTING AND COMMISSIONING OF BRAND NEW PASSENGER ELEVATOR FOR THE DBM CENTRAL OFFICE.** 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 17th day of October, 2019.

City of Manila, Philippines.



For the Insurance Commissioner:

Jonallyna A. Oquias
JONALLYNA A. OQUIAS
 IC Insurance Specialist II
 In-Charge of Office of Suretyship Unit
 Office of the Insurance Commissioner
 Paid under O.R. No. 0227008 A

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

/jad



NATIONAL FARMERS UNION OF AMERICA
 1234 FARMERS UNION DRIVE
 WASHINGTON, D.C. 20004
 (202) 546-1234

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

CONDITIONS

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.
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.

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

Printed Name: _____
 Printed Address: _____
 Printed City: _____
 Printed State: _____
 Printed Zip: _____



STRONGHOLD INSURANCE COMPANY, INC.

17th 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- 0044839

**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, IIFE ELEVATORS PHILS., INC.
Penthouse level, Kingston Tower, Block 2, Lot 1, Acacia Ave. Madrigal
of 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 Five Hundred Twenty Thousand Pesos
and 00/100 (P. 2,520,000.00),
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
CENTRAL OFFICE.**

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 Five Hundred Twenty thousand Pesos and 00/100
(Php 2,520,000.00)
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 14th day
of October, 2019, at Makati City.
KIMBERLY R. CABANILAS IIFE ELEVATORS PHILS., INC.
Witness to Principal BY: MR. FRANCISCO ONDOY
Principal

ACKNOWLEDGEMENT

Republic of the Philippines }
 Makati City } S.S

SICI BOND NO. _____
G(13)-A-0044839

In Makati City Philippines, 14th 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 with Driver's License #D06-96-176574 issued at Kawit, Cavite on Nov. 14, 20
20 for and in behalf of STRONGHOLD INSURANCE COMPANY INC. with Comm. Tax Cert. No. 00103966
00103966 issued at Makati City on Jan. 4, 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. 190
 Page No. 88
 Book No. IX
 Series of 2019



ATTY. RODOLFO E. MENDOZA
 NOTARY PUBLIC
 My Commission Expires Dec. 31, 2019
 PTR # 7328877 / Jan. 3, 2019
 Issued at Makati City
 Roll # 24288
 IBP # 055983 / 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 17th 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 Five Twenty Thousand Pesos (Php 2,520,000.00) 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 14th day of October 2019, 2019 at Makati City, Philippines. Affiant exhibited to me his ~~Company Tax Certificate~~ and that the Corporation, as above mentioned.
 Driver's License

Doc. No. 191
 Page No. 89
 Book No. IX



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

9) RENEWAL OR EXTENSION: -- In the event of any renewal, extension, substitution, modification, replacement or novation of the aforesaid 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, until cancellation or termination of the aforesaid

10) RENEWALS, ALTERATIONS AND SUBSTITUTIONS: -- The undersigned hereby empower and authorize the Company to grant or consent to be granting of any extension continuation, increase, replacement, modification, change, alteration and/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 parties, and the undersigned hereby hold themselves jointly and severally liable to the company for the original bond or promissory note hereinabove mentioned or for any extension, continuation, increase, modification, change, alteration, replacement, renewal or substitution thereof until the full amount including principal, interests, premiums, costs and other expenses due to the Company hereunder is fully paid up and further agree that this 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, novation or substitution thereof exists or remains outstanding.

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

12) CANCELLATION BY THE COMPANY: -- The COMPANY may, at any time, cancel the aforesaid its renewals, extensions, substitutions, replacement or modifications subject to any liability hereunder of the undersigned accruing prior to the date of cancellation; Executed at Philippines, the day of

Name IFE ELEVATORS PHILS., INC.

Address ALABANG MUNTINLUPA CITY

Name BY: MR. FRANCISCO ONDOY

Address

Name

Address

Name

Address

IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
Makati City..... S.S.

In the Philippines
this 14th day of October, 2019..... personally appeared before me

| NAME | Res. Cert. No. | ISSUED | |
|---------------------------|----------------|-------------|--------------|
| | | At | On |
| Stronghold Ins. Co., Inc. | 00103966 | Makati City | Jan. 4, 2019 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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.

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

Doc. No. 192

Page 89



ATTY. RODOLFO E. MENDOZA
Notary Public

STRONGHOLD INSURANCE COMPANY, INCORPORATED

INDEMNITY AGREEMENT

The undersigned, IFE 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
in the sum of Two million Five Hundred Twenty thousand Pesos (P. 2,520,000.00)
Pesos, Philippine Currency, on behalf of said principal and in favor of
Dept. of Budget and Management, San Miguel, Manila
dated October 14, 2019 199 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, or 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, execution 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 or 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 20% of the amount due to the COMPANY by virtue hereof which in no case shall be less than P200.00; 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 forfeiture is lifted and/or the bond is cancelled.

3) **ACCRIAL 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 court 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 DUE 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 12% 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 of 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 of 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

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



Last Name, First Name, Middle Name
SAMBOE, EDUARDO QUEBRAR

Nationality: **PHL** Sex: **M** Date of Birth: **1980/11/23** Height (cm): **1.75** Weight (kg): **75**

Address:
8290 STA ROSA I NOVELETA CAVITE

License No: **006-96-175574** Expiration Date: **2011/11/23** Agency Code: **008**

Blood Type: **A2+** Eye Color: **BLACK**

Sex: **MALE**

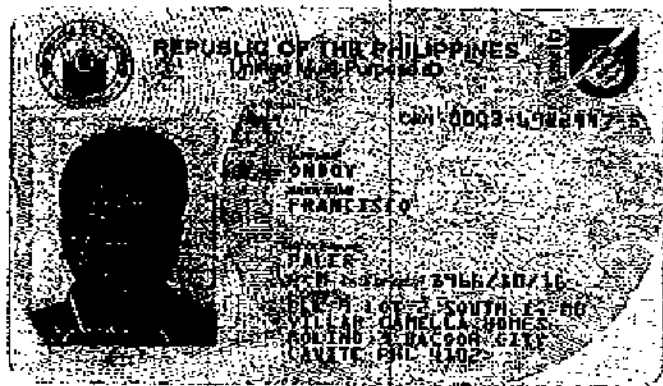
Signature of Licensee: *[Signature]*

Issued by: *[Signature]*
EDGAR S. CALAYATE
 Assistant Director

IN ORGAN DONATION:
 FULLY NOTICED AND ORGAN
 BY AS CASE OF ORGAN DONATION NOTICE
 PLEASE CONTACT SUBJECT
 ADDRESS: 8290 STA ROSA I NOVELETA CAVITE
 TEL. NO. 02-8151444

819210800

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REPUBLIC OF THE PHILIPPINES
Three Year Passport

00034782175

FRANCIS O

27/11/10
VILLAR GHELLA SHERES
CANTON, CAL 4102

