



Department of National Defense
PHILIPPINE VETERANS AFFAIRS OFFICE
Quality Management System for Pension Management System
ISO 9001:2015 Certified



Certificate Number: SCUJ001713Q

NOTICE OF AWARD

05 JAN 2022

MR. JOSELITO A. LOPEZ
Operations Manager
IFE ELEVATORS PHILIPPINES, INC.
Penthouse Level, B2 L1, Acasia Avenue
Madrigal Business Park
Alabang City, Muntinlupa

Dear Mr. Lopez:

Please be informed that, upon the recommendation of the PVAO Bids and Awards Committee (BAC) as contained in its Resolution No. 119-PVAO-DC-IFEEPI-2021, the Philippine Veterans Affairs Office is awarding the contract for the **Maintenance and Repair Services of One (1) unit IFE Passenger Elevator at Mt. Samat National Shrine to IFE ELEVATORS PHILIPPINES, INC.** for the period **01 January to 31 December 2022** at a monthly inspection and service fee of **Twenty-Three Thousand Eight Hundred Pesos (P 23,800.00)** or in the total contract amount of **Two Hundred Eighty-Five Thousand Six Hundred Pesos (P 285,600.00)** inclusive of Value Added Tax (VAT), subject to the successful negotiation and signing of the contract.

Very truly yours,

LTGEN ERNESTO G. CAROLINA AFP (RET)
Administrator

Conforme:

joselito/lopez

Date: 01/04/21

Serbisyo sa Beterano, Serbisyo sa Bayan

SERVICE AND MAINTENANCE AGREEMENT

This Agreement entered into this 08 APR 2022, in the City of Muntinlupa, Metro Manila, Philippines by and between:

IFE ELEVATORS PHILIPPINES, INC., a corporation duly established and existing under the laws of the Republic of the Philippines, with main office located at Penthouse Level, B2 L1, Acacia Avenue, Madrigal Business Park, Alabang City of Muntinlupa, Philippines, represented herein by **MR. JOSELITO A. LOPEZ**, its **Operations Manager**, duly authorized for the purpose and hereinafter referred to as **COMPANY**;

-AND-

THE PHILIPPINE VETERANS AFFAIRS OFFICE., a corporation duly established and existing under the laws of the Republic of the Philippines with business address at The Philippine Veterans Affairs Office, PVAO Compound Camp Gen. Aguinaldo, Quezon City, Philippines, represented herein **LT. GEN. ERNESTO G. CAROLINA AFP (RET)** duly authorized for the purpose and hereinafter referred to as the **CUSTOMER**;

WITNESSETH THAT:

WHEREAS, the CUSTOMER is the owner of one (1) unit "IFE Brand Elevators" installed at the Philippine Veterans Affairs Office., address at Dambana ng Kagitingan, MT. SAMAT SHRINE, Pilar, Bataan, Philippines more particularly described as follows:

One (1) unit "IFE" Passenger Elevator:
 Model : Metis - Cr
 Speed : 1.75 m/s
 Capacity : 630 kg.
 No. of stops : 2 Stops / 2 Doors

WHEREAS, the CUSTOMER is in need of and requires the servicing and maintenance of the above-described elevators and is willing, agreeable and amenable to secure the services of COMPANY for such purpose under the terms and condition hereinafter set forth;

WHEREAS, COMPANY has the expertise to perform the maintenance and repair services on the elevator units and is willing, able, agreeable and amenable to furnish the services required and called for by the CUSTOMER under the terms and condition hereinafter set forth;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties to this Agreement hereby and by these presents mutually agree and stipulate as follows:

A. SCOPE OF WORK:

- (1) The service under this contract shall consist of **monthly** inspection, and when necessary lubricate and adjust all machinery, control parts, doors, locks, and accessory equipment, including the hoisting and governor ropes, guide rails, guide shoes, switches and electrical wiring of the elevator units.
- (2) In addition, COMPANY will, at its own expense shall provide the necessary fuses mounted on the controller, cotton wastes, lubrication oil and grease.

B. TIME OF SERVICING:

- (1) All inspections and emergency call-back service shall be done during COMPANY's regular working hours (8:00AM – 5:00PM) on regular working days (MONDAY – SATURDAY). In case over time becomes necessary during regular days, Sundays and Holidays upon CUSTOMER's request, it shall be covered by the COMPANY with no additional service fee which is included in this proposal provided however, that request for repairs was done during the company's operating hours.
- (2) Emergency call-back service will be provided between regular inspections should trouble develop with the Equipment subject to this contract and the CUSTOMER to notify COMPANY at the earliest time possible.
- (3) To send one or more of the skilled and competent technicians of COMPANY within 24 hours at the CUSTOMER's request to attend to any breakdown or faulty operation of the Equipment, taking into consideration all relevant circumstances, including but not limited to:
 4. A weather condition; and
 4. B the safety of COMPANY technician(s) attending to such Breakdown or faulty operation within the premises.

C. PERIOD OF SERVICE CONTRACT:

- (1) This contract shall commence on the 1st of January 2022 to 31th of December 2022 shall be for a period of one (1) year but the service and/or inspection fee shall be payable monthly; provided that, either party may terminate this contract upon notice in writing to the other party within thirty (30) days from the date of the last inspection or service; COMPANY may terminate or discontinue this contract with thirty (30) days written notice to the CUSTOMER, upon violation of the terms and conditions of the contract or failure of CUSTOMER to pay the monthly service/inspection fee when the same falls due.
- (2) That should the CUSTOMER fail to make payment within the prescribed time, COMPANY will have the right to suspend any services until and unless payment on the service fee due have been received by COMPANY. The corresponding interest of the two percent (2%) per month for the accounts will become demandable, as a form of penalty for the delay in payments by the customer.
- (3) Renewal of this contract agreement will be subject to re-negotiation in order to consider future escalation rates of parts and services, which could either, be a result of international factors of demand and supply or policy changes that will increase labor cost. Presentation of new proposal will be given one (1) month prior to the end of this contract agreement by the Company.

D. SERVICE AND INSPECTION FEE:

- (1) The CUSTOMER shall pay to COMPANY as an inspection and service fee the amount of **PESOS: TWENTY-THREE THOUSAND EIGHT HUNDRED PESOS ONLY (Php 23,800.00) Philippine Currency** per month for one (1) unit Elevator Inclusive of Value Added Tax.
- (2) In addition to the service fee mentioned in the preceding paragraph under this article, the CUSTOMER shall pay whatever additional charges in connection with the repair, supply of parts other than those specifically mentioned in ARTICLE A.1 or servicing of the elevator subject of this contract.
- (3) Payment shall be collected by COMPANY on or before the 10th day of each month, following the month wherein the service has been rendered.

E. CUSTOMER'S RESPONSIBILITIES

- (1) The CUSTOMER shall be solely liable for the annual inspection fees, including incidental expenses to be incurred during inspection.
- (2) The CUSTOMER shall be responsible for the periodic cleaning of the pits and machine room of the Equipment and shall drain and dry the same in the event of flooding. COMPANY may render assistance to the CUSTOMER in respect of the same upon the request of the CUSTOMER, subject to the payment by the CUSTOMER of an extra charge to be reasonably determined by COMPANY.

F. WAIVER OF RESPONSIBILITY

- (1) Nothing in this contract shall be construed to mean that COMPANY is assuming any responsibility for accident and/or damages (consequential or otherwise) to person/s or properties in the operation of the above-described elevator/s except for accident and/or damages directly caused by the gross negligence or omission of COMPANY' or its employees in the performance the work under this contract.
- (2) COMPANY, shall not be liable in any way for any loss, damage or delay caused directly or indirectly by acts of Government, strikes, lock-out, fire, explosion, thefts, floods, acts of God or any other cause beyond the control of COMPANY.
- (3) COMPNAY shall not be liable to the CUSTOMER or any person for damages or loss of use of the Equipment should the Equipment cease to operate due to lack of supply, deficiency or non-availability of any spare parts, components, or accessories of the Equipment from the stock in which event COMPANY will use its best endeavors to obtain spare parts, components or accessories.
- (4) Should the CUSTOMER engage the services of any other company/firm/individual for the same purpose herein mentioned. COMPANY shall be free from any and all responsibilities and liabilities that might result as a consequence thereof.
- (5) CUSTOMER shall be responsible for the licenses, dues, fees, or charges payable to the government, national or local, in connection with the use of the "Equipment". The COMPANY however shall issue to CUSTOMER a certification attesting to the good condition thereof.

G. AMENDMENTS

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

H. ACTION & VENUE:

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

IN WITNESS WHEREOF, the both party hereunto affixed their signatures on the date and place first above written.

PHILIPPINE VETERANS AFFAIRS OFFICE

IFE ELEVATORS PHILIPPINES, INC.



LT. GEN. ERNESTO G. CAROLINA AFP (RET.)
Philippine Veterans Affairs Office



JOSELETA A. LOPEZ
Operations Manager

SIGNED IN THE PRESENCE OF:



COL. AGERICO G. AMAGNA



AMBHERIN HIMAYA

REPUBLIC OF THE PHILIPPINES)

)S.S.

CITY OF MUNTINLUPA

ACKNOWLEDGEMENT

08 APR 2022

BEFORE ME, a Notary Public in and for CITY OF MUNTINLUPA Philippines, this ___th day of _____ 2021 personally appeared for the following:

<u>Name</u>	<u>Passport No./ Comm. Tax Cert. No.</u>	<u>Expiry Date</u>
IFE ELEVATORS PHILS, INC. By: Mr. Joselito A. Lopez	P3837700B	November 13, 2029

Philippine Veterans Affairs Office
By: Col. Agerico G. Amagna

OKD 10 M. 20/0-00/

Known to me and to me known to be the same persons who executed the foregoing Agreement and they acknowledged to me that the same is their free and voluntary act and deed and of the corporations represented herein.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 422 ;
Page No. 86 ;
Book No. 257 ;
Series of 2021. 2022

Eleanor T. Hernandez
ELEONOR T. HERNANDEZ
NOTARY PUBLIC

COMMISSION EXTENDED UNTIL JUNE 30, 2022
APPE NO. 20-014, ATTORNEY'S ROLL NO. 33749
PTR NO. 4120672, JAN 03, 2022, MUNTINLUPA CITY
IBP LIFETIME MEMBER NO. 05236, TIN 125476879
MCLE NO. VI-600131, 64230210, PHILIPPINES
ENAG 27 UPASEC, JOLIBEE JUNCTION, ALABANG,
1770 MUNTINLUPA CITY, PHILIPPINES