

**AGREEMENT FOR THE REPAIR AND REHABILITATION OF THE TWO (2) ELEVATOR UNITS AT
THE DFA SOUTH WING ANNEX BUILDING**

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement for the repair and rehabilitation of two (2) elevator units at the DFA South Wing Annex Building, (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on _____, 2014 between the:

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **PROCURING ENTITY**), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) Honorable Rafael E. Seguis,

and

HYATT ELEVATORS & ESCALATORS CORPORATION (hereinafter, the **CONTRACTOR**), is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 3rd Floor Hyatt Center, Ortigas Avenue, Mandaluyong City, represented by MS. JOSEFINA G. LAPE, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 24 July 2014, a copy of which is attached as ANNEX A and made an integral part of this Agreement.

WITNESSETH:

WHEREAS the **PROCURING ENTITY** invited bids for the Repair and Rehabilitation of Two (2) units of Elevators at the DFA South Wing Annex Building, and has accepted a bid by the **CONTRACTOR** for the supply of said goods and services in the sum of Nine Million Two Hundred Fifty Thousand Pesos (Php 9,250,000.00) (hereinafter called "the Contract Price"), inclusive of all taxes and other lawful charges.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

1. The definitions found in the General Conditions of Contract (GCC) and Special Conditions of Contract contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.
2. The following documents are attached and made integral parts of this AGREEMENT:
 - 2.1 Bid Form and Price Schedule submitted by the Supplier (ANNEX B)
 - 2.2 Schedule of Requirements (ANNEX C)
 - 2.3 Technical Specifications (ANNEX D)
 - 2.4 General Conditions of Contract (ANNEX E)
 - 2.5 Special Conditions of Contract (ANNEX F)
 - 2.6 Notice of Award dated 23 December 2013 (ANNEX G)
 - 2.7. Performance Security (Annex H)
3. The **CONTRACTOR** shall deliver the goods and services within the period of One Hundred Eighty (180) calendar days upon receipt of the Notice to Proceed (NTP).
4. For and in consideration of the performance of services, the **PROCURING ENTITY** shall pay the **CONTRACTOR** the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement and in accordance with the provisions in Item 18 of the Technical Specifications.

Received copy:
[Signature]

[Signature]

[Signature]

[Signature]

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Received copy:
[Signature]

[Signature]

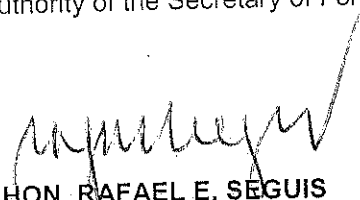
[Signature]

[Signature]

IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on _____, in Pasay City, Metro Manila.


For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:



HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and the Head of the Procuring Entity

For the Contractor

HYATT ELEVATORS & ESCALATORS
CORPORATION


JOSEFINA G. LAPE
Sales Manager /
Authorized Representative

WITNESSES


Atty. Alvar E. Rosales
Acting Chief Accountant


Engr. John Kenneth S. Caras
Hyatt Elevators & Escalators
Corporation

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.


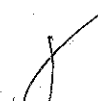
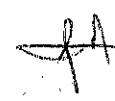
BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____ personally appeared **HONORABLE RAFAEL E. SEGUIS**, Undersecretary for Administration of the Department of Foreign Affairs and **MS. JOSEFINA G. LAPE**, Authorized Representative of **HYATT ELEVATORS & ESCALATORS CORPORATION**, known to me to be the same persons who executed the foregoing Agreement for the Repair and Rehabilitation of Two (2) Elevator Units at the DFA South Wing Annex Building, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
RAFAEL E. SEGUIS	Passport No.#00065751	Manila	5/11/2010
JOSEFINA G. LAPE	Driver's License N09-92-251553	D.C.	10/21/2013

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

**AGREEMENT FOR THE REPAIR AND REHABILITATION OF THE TWO (2) ELEVATOR UNITS AT
THE DFA SOUTH WING ANNEX BUILDING**

KNOW ALL MEN BY THESE PRESENTS:

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The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **PROCURING ENTITY**), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) Honorable Rafael E. Seguis,

and

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NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

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Received copy:
[Signature]

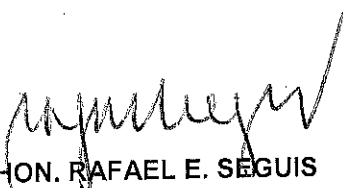
[Signature]

[Signature] 3-12-14
Engr. Kenneth Capas
for Notarization
[Signature]

IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on _____, in Pasay City, Metro Manila.


For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:


HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and the Head of the Procuring Entity


For the Contractor

HYATT ELEVATORS & ESCALATORS
CORPORATION


JOSEFINA G. LAPE
Sales Manager /
Authorized Representative

WITNESSES

Atty. Alvar E. Rosales
Acting Chief Accountant


Engr. John Kenneth S. Caraos
Hyatt Elevators & Escalators
Corporation

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____ personally appeared **HONORABLE RAFAEL E. SEGUIS**, Undersecretary for Administration of the Department of Foreign Affairs and **MS. JOSEFINA G. LAPE**, Authorized Representative of **HYATT ELEVATORS & ESCALATORS CORPORATION**, known to me to be the same persons who executed the foregoing Agreement for the Repair and Rehabilitation of Two (2) Elevator Units at the DFA South Wing Annex Building, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

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Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

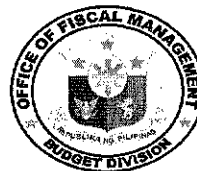








Republic of the Philippines
DEPARTMENT OF FOREIGN AFFAIRS
Office of the Secretary
2330 Roxas Blvd., Pasay City, Philippines



OBLIGATION REQUEST

No. 02-13-12-10620

Payee	HYATT ELEVATORS AND ESCALATORS CORPORATION			
Office	Office of Personnel and Administrative Services (OPAS)			
Address				
Responsibility Center	Particulars	P.P.A	Account Code	Amount
170-01-01-A.I.a.1.b	Funds to cover the Repair and Rehabilitation of the two Elevator Units at DFA South Wing Annex Building, per attached supporting documents	A.I.a.1.b	811	9,250,000.00

TOTAL

P9,250,000.00

A. Certified <input checked="" type="checkbox"/> Charges to appropriation/allotment necessary, lawful and under my direct supervision. <input checked="" type="checkbox"/> Supporting documents valid, proper and legal		B. Certified <input checked="" type="checkbox"/> Allotment available and obligated for the purpose as indicated above	
Signature		Signature	
Printed Name	MELITA S. STA.MARIA-THOMECZEK	Printed Name	HELEN T. GUEVARRA
Position	Assistant Secretary, OPAS Head, Requesting Office/ Authorized Representative	Position	Acting Budget Officer Head, Requesting Office/ Authorized Representative
Date		Date	27-Dec-13

Please return this copy to OFM-Budget Division

NOA

13-12-10620

)S.S.

SECRETARY'S CERTIFICATE


I, **MARIVIC P. DIANGSON**, of legal age, married with office address at Hyatt Centre, Ortigas Avenue, Mandaluyong City, subscribing under oath, hereby certify that:

1. I am the Corporate Secretary of **HYATT ELEVATORS & ESCALATORS CORPORATION** (the "CORPORATION"), with business address at 3/F Hyatt Centre, Ortigas Avenue, Mandaluyong City.

2. During the special meeting of the Board of Directors of the Corporation held on 22 July 2013 at its principal office, during which a quorum was present, the following Resolutions were passed and approved by all Directors present:


"RESOLVED, AS IT IS HEREBY RESOLVED, that the CORPORATION be authorized, as it is hereby authorized to enter and participate in bidding for the REPAIR and REHABILITATION of TWO (2) ELEVATOR UNITS at the DFA SOUTH WING ANNEX BUILDING (The "PROJECT"); and if awarded the PROJECT, shall enter into a contract with the Owner, DEPARTMENT of FOREIGN AFFAIRS (DFA);

RESOLVED FURTHER, that the CORPORATION designate, appoint, name and constitute as it hereby designates, appoints, names and constitutes its Sales Manager, JOSEFINA G. LAPE, to be the authorized representative of the CORPORATION, with full power and authority to do, execute and perform any and all acts necessary in representing the Corporation in the transaction as fully and effectively as the Corporation might do in order to carry into effect the foregoing resolutions.

<u>Name</u>	<u>Position</u>	<u>Signature</u>
Josefina G. Lape	Sales Manager	

3. The above Resolutions still exist and have never been modified or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand as Corporate Secretary this 11 Jul 2013 in Manila, Philippines.

Marivic Diangson
MARIVIC P. DIANGSON
Corporate Secretary 

12 4 JUL 2013

SUBSCRIBED AND SWORN to before me this 12 JUL 2013 2013 at Quezon City affiant exhibiting to me her SSS Card No. 03-4911475-4 issued in Quezon City by the Social Security System with her photograph appearing therein.

NOTARY PUBLIC

Doc. No.: 377
Page No.: 96
Book No.: LXI
Series of 2013.

ATTY. RAMON L. CARPIO
NOTARY PUBLIC
UNTIL DEC. 31, 2013
ID# 77 913609 1/2/13

APR 22, 1972 TIN 106-918-897
NO. 106-918-897300, 6/19/72 PASIG CITY
*TR 106-918-897, 1/27/73 PASIG CITY

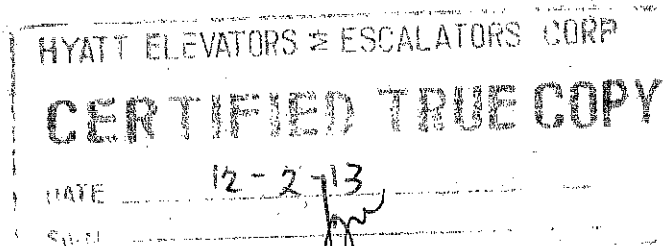
Omnibus Sworn Statement

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

AFFIDAVIT

I, JOSEFINA G. LAPE, of legal age, single, Filipino and with office address at 3/F Hyatt Centre, Ortigas Avenue, Mandaluyong City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of Hyatt Elevators and Escalators Corporation with office address at 3/F Hyatt Centre, Ortigas Avenue, Mandaluyong City;
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent Hyatt Elevators and Escalators Corporation in the bidding as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture;
3. Hyatt Elevators and Escalators Corporation is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. Hyatt Elevators and Escalators Corporation is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of Hyatt Elevators and Escalators Corporation is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. Hyatt Elevators and Escalators Corporation complies with existing labor laws and standards; and



8. *Hyatt Elevators and Escalators Corporation* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *Repair and Rehabilitation of Two (2) units Elevator at DFA South wing annex building.*

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of December, 2013 at _____, Philippines.

JOSEFINA LAPE
Affiant

DEC 04 2013

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013 with affiant exhibiting me her Driver's License with License No. N04-92-251553 which will expire on October 21, 2016.

Doc. No. : 379
Page No. : 76
Book No. : CH
Series of 2013

ATTY. RAMON L. CARPIO
NOTARY PUBLIC

UNTIL DECEMBER 31/2013

ROLL NO. 22/172 TEL. 306-918-897

MCLE NO. IV-0006300/IBP, NO. 913600

PTR NO. 8410181 ISSUED ON JAN. 2, 2013 AT PASIG CITY

HYATT ELEVATORS & ESCALATORS CORP

CERTIFIED TRUE COPY

DATE 12 - 2 - 13

SIGN _____

BID FORM

Date : Dec. 2, 2013
Invitation to Bid No. : PB-GS-015b-2013

To : **DFA BAC Secretariat Office**
Department of Foreign Affairs
12/F DFA Main Building, 2330 Roxas Boulevard,
Pasay City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number (1), the receipt of which is hereby duly acknowledged, we, the undersigned, offer for the **Supply and Installation of Two (2) units Thyssenkrupp Passenger Elevator**, in conformity with the said Bidding Documents for the sum of **Nine Million Two Hundred Fifty Thousand Pesos Only (P9,250,000.00)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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.

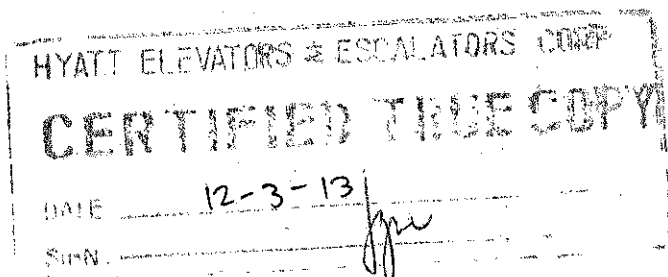
We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and currency	Purpose of commission or gratuity
NONE		

(if none, state "None")

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.



BID FORM

Date : Dec. 2, 2013
Invitation to Bid No. : PB-GS-015b-2013

To : **DFA BAC Secretariat Office**
Department of Foreign Affairs
12/F DFA Main Building, 2330 Roxas Boulevard,
Pasay City

Gentlemen and/or Ladies:

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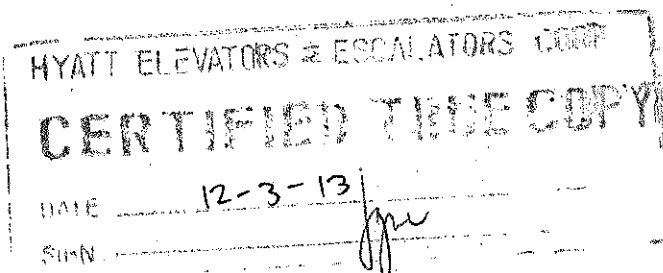
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Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and currency	Purpose of commission or gratuity
NONE		

(if none, state "None")

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



We understand that you are not bound to accept the lowest 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.

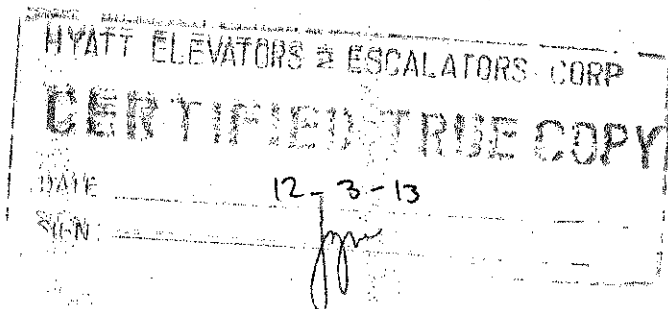
Dated this 2nd day of December, 2013

MS. JOSTE LAPE
(Signature)

Sales Manager
(in the capacity of)

Duly authorized to sign Bid for and on behalf of

Hyatt Elevators and Escalators Corp.

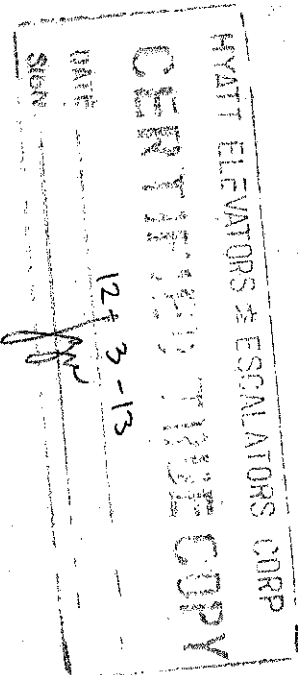


FOR GOODS OFFERED FROM ABROAD

Name of Bidder : HYATT ELEVATORS AND ESCALATORS CORPORATION

Invitation to Bid No. : PB-GS-015b-2013

1 Item	2 Description	3 Country of Origin	4 Quantity	5 Unit Price (PHP)	6 Total (PHP)	7 Unit Price Delivered Duty Unpaid	8 Unit Price Delivered Duty Paid	9 Total Price Delivered (PHP)
1)	Thyssenkrupp Elevator Passenger with a capacity of 1150 60 M/min speed, AC VVVF GD, Simplex Selective Collective Operation System and serving 6 floors / 6 openings in lines for (PE1) and 5 floors / 5 openings in lines for (PE2). Others as per Thyssenkrupp Elevator standard, specifications and features.	Korea	Two (2) units	1,990,000.00	3,980,000.00			3,980,000.00



FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES

Name of Bidder : HYATT ELEVATORS AND ESCALATORS CORPORATION

Invitation to Bid No. : PB-GS-015b-2013

1 Item	2 Description	3 Country of Origin	4 Quantity	5 Unit Price EXW per item	6 Cost of local, raw material and component (PHP)	7 Total price EXW per item	8 Unit prices per item final destination and unit price of other incidental services (PHP)	9 Sales and other taxes payable per item if Contract is awarded	10 Total Price delivered Final Destination
1)	General Requirements a) Importation Cost b) Unloading and hauling of equipment of site c) Contractor's All Risk Insurance (CARI) d) Elevator permit and licenses including As-built plans/drawings and PME sign and seal e) Provision/delivery, erection and removal of scaffoldings f) Site management personnel/site meetings g) Security / safety / protection		One (1) lot One (1) lot One (1) lot One (1) lot One (1) lot One (1) lot One (1) lot		940,000.00 240,000.00 230,000.00 200,000.00 350,000.00 370,000.00 350,000.00				940,000.00 240,000.00 230,000.00 200,000.00 350,000.00 370,000.00 350,000.00

HYATT ELEVATORS & ESCALATORS CORP
CERTIFIED TRUE COPY
12-3-13

FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES

Name of Bidder : HYATT ELEVATORS AND ESCALATORS CORPORATION

Invitation to Bid No. : PB-GS-015b-2013

1 Item	2 Description	3 Country of Origin	4 Quantity	5 Unit Price EXW per item	6 Cost of local, raw material and component (PHP)	7 Total price EXW per item	8 Unit prices per item final destination and unit price of other incidental services (PHP)	9 Sales and other taxes payable per item if Contract is awarded	10 Total Price delivered Final Destination
Cont.	General Requirements								
	h) Re-painting and waterproofing of elevator pit and machine room		One (1) lot		350,000.00				350,000.00
	i) Installation of ventilation at the machine room		One (1) lot		220,000.00				220,000.00
	j) Installation electrical equipment including lighting at the machine room		One (1) lot		430,000.00				430,000.00
	k) Civil and chipping works for the hall button, door sill, door jambs and portion of the machine room		One (1) lot		400,000.00				400,000.00
2)	Total Amount for General Requirements								4,080,000.00

HYATT ELEVATORS & ESCALATORS CORP

CERTIFIED TRUE COPY

12-3-13

DATE

FOR OTHER EXPENSES/CHARGES TO BE BORNE BY THE OWNER

Name of Bidder : **HYATT ELEVATORS AND ESCALATORS CORPORATION**

Invitation to Bid No. : **PB-GS-015b-2013**

PARTICULARS		AMOUNT
Cost of Labor (Foreman - 1 pax, Installer - 7 pax, Project Coordinator - 1 pax, Project Manager - 1 pax, QA/QC Engineer - 1 pax, Safety Officer - 1 pax, Testing Engineer - 1 pax and Testing Head - 1 pax)	PHP	450,000.00
Cost of other Supplies/equipment	PHP	400,000.00
Cost of Dismantling	PHP	340,000.00
Charges for Permits and Licenses		INCLUDED
Others		
TOTAL AMOUNT	PHP	1,190,000.00

SUMMARY

PARTICULARS		AMOUNT
IMPORTED EQUIPMENT	PHP	3,980,000.00
GENERAL REQUIREMENTS	PHP	4,080,000.00
OTHER EXPENSES/CHARGES TO BE BORNE BY THE OWNER	PHP	1,190,000.00
TOTAL AMOUNT	PHP	9,250,000.00

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12-3-13

SIGN

MS. JOSIE LAPE
Sales Manager

Hyatt Elevators and
Escalators Corporation

SECTION VI. Schedule of Requirement

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

Item Number	Description	Quantity	Total	Delivered Weeks/Months
	Repair and rehabilitation of G4TWC Mitsubishi elevators	2	2	Commencement and commissioning shall be for a total period of one hundred eighty (180) calendar days, reckoned from the receipt of the Notice to Proceed

Note: All items shall be delivered and installed to specified area located at the DFA Building complex at 2330 Roxas Boulevard, Pasay City.

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

Hyatt Elevators & Escalators Corp.
Name of Bidder


Ms. Joseph Lape
Signature over printed name
Of authorize representative

12-2-13
Date

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TECHNICAL SPECIFICATIONS AND SCOPE OF WORKS

Item	Specification	Statement of Compliance
	TERMS OF REFERENCE	
	1 Repair and rehabilitation of two (2) building elevator	
	ELEVATOR SPECIFICATIONS	
	a. Elevator model: G4TWC1 (Mitsubishi)	Comply - Elexess (ThyssenKrupp)
	b. No. of units: Two (2) units	Comply - Two (2) units
	c. Capacity: 1150 kgs. (17 persons/unit)	Comply - 1150 kgs. (17 persons/unit)
	d. Speed: 105 M/min	Comply - 105 M/min
	e. Control: Variable voltage, variable frequency	Variable voltage, variable frequency
	f. Operation: 2C-SAI22	Simplex
	g. Travel: Existing (Elev #1 and #2)	15,650mm 19,150mm
	h. No. of floors: Elev #1 - Five (5) and Elev #2 - Six (6)	Elev #1 and #2
	i. No. of stops: Elev #1 - Five (5) and Elev #2 - Six (6)	Elev #1 - Five (5) and Elev #2 - Six (6)
	j. Shaft size: existing	Existing
	k. Pit depth: existing	Existing
	l. Overhead clearance: existing	Existing
	m. Ceiling: retained	For Replacement
	n. Walls: retained	For Replacement
	o. Door: retained	For Replacement
	p. Floor: retained	For Replacement
	q. Door type: retained with some modifications	For Replacement
	r. Size of openings: existing	Existing
	s. Door (all floors): existing	For Replacement
	t. Jambs: existing	For Replacement
	u. Entrance sill: retained	For Replacement
	v. Car operating panel (main): CBF-C240RM1	DM-C-TK11H
	w. Car position indicator: Incorporated with COP type	Incorporated with COP type
	x. Hall position indicator: Type PIF-A220KN/KT	Incorporated with Hall button
	y. Hall buttons: Incorporated with Type PIF-A220KN/KT	BPC-TK11D
	z. Electrical power supply: 380 VAC, 3 Phase, 60 Hz.	380 VAC, 3 Phase, 60 Hz.
	aa. Electrical lighting supply: 220 VAC, 1 Phase, 60 Hz.	220 VAC, 1 Phase, 60 Hz.
	bb. Electrical fan supply: 220 VAC, 1 Phase, 60 Hz.	220 VAC, 1 Phase, 60 Hz.
	cc. Machine room location: directly above the hoistway	directly above the hoistway

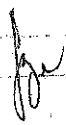
Specifications (TOR)

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Item	Specification	Statement of Compliance
	<p>STANDARD FEATURES</p> <p>1. Repair and rehabilitation of the South Wing Elevators should include and/or incorporate the following safety and operating features</p> <ul style="list-style-type: none"> a. Power-on re-levelling (PORL): If a car stops at a door zone due to power failure, the car will re-level to secure the floor level with the doors open after normal power has recovered. b. Safe landing: If there is a malfunction and the elevator stops between floors, the control processor performs a diagnostic check before moving the elevator to the nearest floor. c. Next landing: If the elevator doors cannot open fully at the destination on floor for any reason, the doors will close and the elevator will proceed to the next floor. d. Continuity of service: A car experiencing trouble is automatically withdrawn from group operation to protect overall group performance. e. Automatic hall call registration: If one car cannot carry all waiting passengers due to full load, another car is automatically called to load the remaining passenger. f. Car call cancelling: When the car responds to the final call in one direction, the system automatically checks and clears the remaining calls in another direction from memory. g. Back up operation for group control microprocessor: The back up function installed in the system prevents the loss of group control in case of failure of a microprocessor or transmission line. h. Independent operation: A car can be isolated from group service and used without interruption using the override switch in the car operating panel. i. Door nudging feature: If the doors remain open longer than the preset period, a temporary override automatically closes the doors. j. Door sensor self-diagnosis: If a non-contact door sensor fails, the system will automatically determine the timing of door closing to maintain the elevator service. 	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>

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Item	Specification	Statement of Compliance
k.	Automatic door open time adjustment: Door opening times are automatically adjusted according to whether the stop was called from the hall call buttons or inside the car.	COMPLY
l.	Repeated door close: Should an obstacle prevent the doors from closing, the doors will repeatedly open and close until the obstacle is removed.	COMPLY
m.	Reopen with door open time: While the doors are closing, they can be re-opened by pressing the hall button.	COMPLY
n.	Door load detector: If the doors cannot open or close properly, the door direction is reversed.	COMPLY
o.	Automatic bypass: A full loaded car will bypass shall calls in order to maintain the maximum operating efficiency.	COMPLY
p.	Automatic car fan shut-off/Automatic car light shut-off: If there is no calls beyond a pre-set time period, the car fan/lights automatically shut to conserve energy.	COMPLY
q.	Automatic false call cancelling: If the number of car calls registered does not correspond to the car load, all calls are cancelled to avoid unnecessary stops.	COMPLY
r.	Electronic car arrival chime: Electronic chime sounds to indicate the car's arrival at the hall. (The chimes are mounted on the top and bottom of the car)	COMPLY
s.	Emergency light with charger: Activate immediately when there is a power failure and provides a minimum level of illumination with the car.	COMPLY
t.	Intercom: Intercom allows passengers to contact building maintenance personnel during emergencies.	COMPLY
u.	Overload protection device: The elevator buzzer rings to indicate if and when the car is overloaded.	COMPLY
v.	Emergency landing device: In a power failure, the elevator moves to the nearest floor and the car's door will automatically open to unload passenger.	COMPLY

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8-24-13

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for

Item	Specification	Statement of Compliance
	2. Provide and/or supply manpower, materials, tools, and equipment for the repair and rehabilitation of two (2) elevators.	COMPLY
	3. Provide appropriate and qualified and/or certified Technicians and Personnel to supervise/oversee the rehabilitation of two (2) elevators.	COMPLY
	4. Repair and rehabilitate the elevator hoist mechanisms including the replacement of the elevator motor, hoist ropes/cables and brake mechanisms with brand new parts.	COMPLY
	5. Repair and restore the elevator carriages and hallway elevator jams to acceptable conditions including repainting, re-polishing of stainless steel surfaces, repair of panels, retiling of floors and renovation of ceilings.	COMPLY
	6. Perform civil works for the repainting and waterproofing of elevator pit and machine room.	COMPLY
	7. Provide two (2) sets of industrial heavy duty fans for machine room ventilation.	COMPLY
	8. Provide heavy duty electrical wirings, circuit breakers, electrical panels, convenient outlets, LED lights and switches.	COMPLY
	9. Perform the dismantling of old and worn parts and installation of new replacement elevator parts for other parts not specifically mentioned in the Terms of Reference but which are considered as included herein, because of their importance in the proper operation of the elevators.	COMPLY
	10. Provide for the replacement of control panels, door controls, car operation panel and hall operation panels.	COMPLY
	11. All materials and equipment for the project should conform with ISO-9001 quality standards or higher and ISO/TS-22559 for Global Elevator Essential Safety Requirements.	COMPLY

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DATE

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8-24-13

[Signature]

Item	Specification	Statement of Compliance
	12. Ensure implementation of proper safety measures on the project site.	COMPLY
	13. Any and all Philippine customs duties, taxes, brokerage, delivery and other charges shall borne by the Contractor.	COMPLY
	14. Secure all appropriate permits from concerned national and local government agency/ies for the repair and operation of the subject elevators.	COMPLY
	15. Ensure that the delivery/ies of materials should be checked and inspected by the DFA Engineering Section and DFA FECD-OFM.	COMPLY
	16. The repair of said two (2) elevators should be finished within a six (6) month period from the acceptance of the Notice to Proceed. Any unexplained delay/s in the project will result in a penalty charge of 2% of the total cost of the said project per week of delay. A week in this instance being defined as period of five (5) working days.	COMPLY
	17. Provide submittals/deliverables such as As-built plans, manuals, documentation, schematic diagrams, maintenance checklists and schedules etc. (2 sets hard copy and 2 sets soft copy) as a condition for the issuance of a Certificate of Acceptance.	COMPLY
	In addition to the above terms, the Contractor must also conform to the following stipulations:	
	18. Progress billing and payment shall be as follows: a. 15% advance payment (mobilization cost), subject to submission of the attached bank guarantee form, Bond or any acceptable security. b. 40% partial payment upon complete delivery and installation of two (2) elevators, materials and consumables.	COMPLY

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DATE

12-2-13

SIGN

[Signature]

Item	Specification	Statement of Compliance
	c. 45% final payment after successful completion of the project and testing/commissioning of the two (2) elevators at the DFA-South Wing Annex Building and issuance of Certificate of Acceptance by OPAS-PMTD.	
19.	In case of gross negligence or willful misconduct on the part of the contractor or on the part of any person or firm acting in behalf of the contractor, in carrying out the repair/rehabilitation of the two elevators, the contractor shall be liable for any direct and/or indirect loss or damage to the DFA.	COMPLY
20.	DFA may suspend work, in whole or in part, if the work is deemed non-complaint with the project specifications, engineering standards and practices.	COMPLY
21.	Set up final on-site inspection of the project with the DFA Engineering Section and DFA FECD-OFM and Contractor at the completion of the project.	COMPLY
22.	Testing and commissioning of the elevators in the presence of representatives from the DFA Engineering Section and FECD-OFM for approval.	COMPLY
23.	Provide free maintenance for a period of one (1) year, reckoned from the receipt of the Certificate of Acceptance by the contractor of the project.	COMPLY
24.	Provide Certificate of Warranty for one (1) year with respect to workmanship, materials and equipment, reckoned from Contractor's receipt of the Certificate of Acceptance.	COMPLY
	SCOPE OF WORK:	
1.	Mobilization of manpower, materials, tools, equipment and technical supervisions.	COMPLY
2.	Installation of appropriate safety measures at the project site.	COMPLY

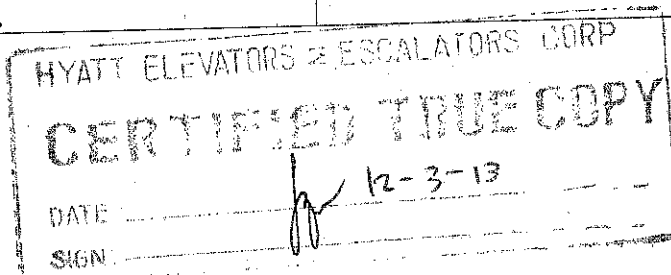
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DATE 12-2-13

SIGN: [Signature]

Item	Specification	Statement of Compliance
	3. Dismantling and installation of new and original elevator parts, accessories and equipment for two (2) units of elevators	COMPLY
	4. Replacement of control panels, door controls, car operating panel, hall operating panels, traction motors, hoist ropes/cables and brake systems.	COMPLY
	5. Cleaning, waterproofing and repainting of elevator pit and machine room using industrial grade materials and paint or equivalent.	COMPLY
	6. Repainting of all elevator doors and jambs using powder coat paint or using industrial grade/high traffic paint or equivalent.	COMPLY
	7. Refurbishing of elevator interior walls, floors and ceilings.	COMPLY
	8. Installation of heavy duty electrical wiring, circuit breakers, LED lights, switches, convenient outlets, control panels and heavy duty exhaust fans at the elevator machine room.	COMPLY
	9. Installation of LED lights and fans at the elevator cars.	COMPLY
	10. Testing and commissioning of the elevator.	COMPLY
	11. Joint and final inspection by the Contractor and DFA representatives should be conducted before the approval and turn-over of the project.	COMPLY
	12. Cleaning or debris disposal and demobilization at the project site.	COMPLY
	13. Submission of Certificate of Warranty covering the project.	COMPLY
	14. Monthly maintenance inspection and repair for free for one (1) year reckoned from the date of receipt of the Certificate of Acceptance. During this period, the contractor shall also provide immediate repair works within four (4) hours from the time call for repair was placed to or received from OPAS-PMTD.	COMPLY

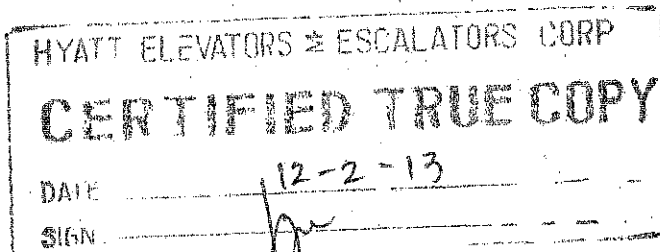


I hereby certify to comply and deliver all the above requirements.

Hyatt Elevators & Escalators Corp.
Name of Bidder

Ms. Jane Lope
Signature over printed name
Of authorize representative

12-2-13
Date



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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

Section IV. General Conditions of Contract (GCC) should be read in conjunction with Section V. Special Conditions of Contract (SCC) and other documents listed therein. Both the GCC and the SCC enumerates all the rights and obligations of the parties.

It is understood that the Bidder, by submitting a bid for the Project, has understood and agrees to all the terms and conditions contained in both the GCC and the SCC.

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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 receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

5. Notices

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

6. Scope of Contract

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

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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 Head of the Procuring Entity 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. Initial payment shall be made not later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 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.

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. For Goods supplied from abroad, the terms of payment shall be as follows:

- (a) On Contract Signature: Ten percent (10%) 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: Seventy percent (70%) 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.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

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 the 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 and 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 ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the 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 shall rescind 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 Contractor 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 Contractor. 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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) aforementioned, 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity; 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

Notes on the Special Conditions of Contract

This Section should be read and interpreted in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased.

The DFA-BAC, however, reserves the right to revise, modify or alter any and/or all of the provisions in the SCC in order to conform to the true intent of the Project.



Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>the Department of Foreign Affairs</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the Government Appropriations Act of 2013 in the amount of Ten Million Pesos only.
1.1(k)	The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City.
5.1	<p>The Procuring Entity's address for Notices is: <i>DFA Bids and Awards Committee (DFA-BAC) Secretariat 12th floor DFA Building, 2330 Roxas Blvd. Pasay City, 1300 Philippines</i></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. In accordance with INCOTERMS."</i></p> <p><i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p>

- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause, the Procuring Entity's Representative at the Project Site is the Assistant Secretary of the Office of Personnel and Administrative Services (OPAS)

Incidental Services –

The Supplier is required to provide all of the following services, including

additional services, if any, specified in Section VI. Schedule of Requirements:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of one (1) year from the date of final acceptance.

Other spare parts and components shall be supplied as promptly as possible, but in any case within three (3) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project

	<p>Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable. Payment shall be made in Philippine Pesos.
13.4(c)	No further instructions.
16.1	The Procuring Entity reserves the right to conduct inspections and tests after delivery is made by the Supplier.
17.3	The Supplier shall provide one (1) year warranty on the Goods, workmanship, and equipment delivered and installed reckoned from date of receipt of the Certificate of Acceptance issued by the Procuring Entity.
17.4	The period for correction of defects within the warranty period is five (5) calendar days for material and/or workmanship.
21.1	No additional provision. But if the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



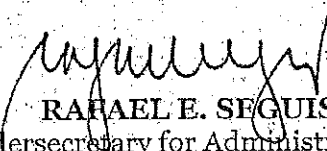
NOTICE OF AWARD

23 December 2013

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in its Resolution No. 207-13, the Department of Foreign Affairs is awarding the procurement for the Repair and Rehabilitation of the Two Elevator Units at the DFA South Wing Annex Building, to your firm, **Hyatt Elevators and Escalators Corporation**, in the amount of Nine Million Two Hundred Fifty Thousand Pesos Only (Php9,250,000.00), inclusive of all taxes and other lawful charges, subject to the successful negotiation and signing of Contract and posting of the required performance security, in the prescribed amount, within ten (10) calendar days from receipt of this Notice.

Very truly yours,


RAFAEL E. SEGUIS

Undersecretary for Administration
and Head of Procuring Entity

CONFORME :



MS. JOSIE LAPE

Sales Manager

Hyatt Center Bldg.

2/F Ortigas Avenue,

Wack Wack, Mandaluyong City,





Prudential
Guarantee

OIG BOND NO. G(13)94997

PGA BOND NO. BD-G13-HOM-0951701

PERFORMANCE BOND

DOCUMENTARY STAMP	
"PAID"	
Prudential JAN 27 2014	1,007.01
Doc. Stamps	1,007.01
EVAT	1,831.50
Local Tax	30.53
Other Charges	200.00
TOTAL	P 10,232.34

KNOW ALL MEN BY THESE PRESENTS:

That HYATT ELEVATORS & ESCALATORS CORPORATION of HYATT CENTRE, ORTIGAS AVE. MANDALUYONG CITY, as PRINCIPAL and PRUDENTIAL GUARANTEE AND ASSURANCE 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 DEPARTMENT OF FOREIGN AFFAIRS as OBLIGEE in the sum of PESOS TWO MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND ONLY (P2,775,000.00) 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-named Principal was awarded the Bid/Contract to _____

To guarantee the full and faithful performance by the Principal to complete the Procurement for the repair and rehabilitation of the Two Elevator Units at the DFA South Wing Annex Building, as per Notice of Award dated December 23, 2013, a copy of which is hereto attached to form an integral part of this bond;

WHEREAS, this bond is Callable on Demand;

PROVIDED, HOWEVER, that the liability of SURETY under this bond shall in no case exceed the total sum of PESOS TWO MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND ONLY (P2,775,000.00), Philippine Currency;

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

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

The liability of PRUDENTIAL GUARANTEE AND ASSURANCE INC., under this bond will expire on January 27, 2014. Furthermore, it is hereby agreed and understood that PRUDENTIAL GUARANTEE AND ASSURANCE INC., shall not be liable for any claim not discovered and presented to the company within fifteen (15) days from the expiration of this bond or occurrence of the default or failure of the principal, whichever is the earlier, and that the obligor hereby waives his right to file any claim against the Surety after the termination of the period of fifteen days above mentioned after which time this bond shall definitely terminate and be deemed cancelled.

IN WITNESS WHEREOF, we have set our hands this 21st day of January, 2014.

HYATT ELEVATORS & ESCALATORS
CORPORATION

By:

YU HE CHUNG
PRESIDENT

PRUDENTIAL GUARANTEE AND ASSURANCE INC.
TIN 090-451-813

By:

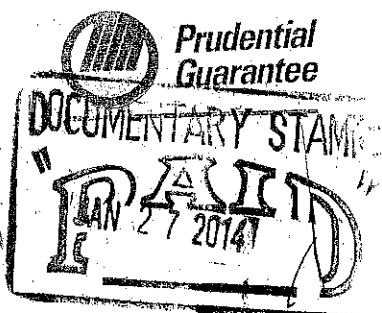
GUILA LA RUIO-FLAMINIANO
VICE PRESIDENT

JUSTIN T. GO
SENIOR VICE PRESIDENT

Signed in the Presence of:

REPUBLIC OF THE PHILIPPINES
CITY OF MAKATI

S.S. NO. GIB-HOM-005170



On this 21st day of January, 2014, personally appeared before me:

Name	Valid ID No.	Issued on	Expiry of
YU HE CHING	03-0149972-0		
JUSTINO T. GO	33-3013743-3		
GUIA LAGUIO-FLAMINIANO	CE-00142875	Jan. 03, 2014	Makati City
PRUDENTIAL GUARANTEE AND ASSURANCE INC.			

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

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ATTY. ROGEL R. ATIENZA
Notary Public for Makati City
Until December 31, 2014
Appointment No. M-175 (2013-2014)
G/F Ceylito House 118 C. Palanca St.,
Legaspi Village, Makati City, Metro Manila
PTR No. 4225783-Jan. 2, 2014-Makati City
IBP No. 849813-Jan. 4, 2014-Pasig City
Roll of Attorney's No. 22549
MCLE Compliance No. IV-0007940-Sept. 16, 2012

REPUBLIC OF THE PHILIPPINES } S.S.
CITY OF MAKATI

Ms. & Mr. GUIA LAGUIO-FLAMINIANO AND JUSTINO T. GO
of PRUDENTIAL GUARANTEE AND ASSURANCE INC. with TIN 047-000-491-913 having
been duly sworn, state and depose that PRUDENTIAL GUARANTEE AND ASSURANCE
INC. is actually worth the amount specified in the foregoing undertaking to wit TWO
MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND PESOS ONLY (Php
2,775,000.00) Philippine Currency, over and above all past debts and obligations and
property exempt from execution.

GUIA LAGUIO-FLAMINIANO

JUSTINO T. GO

(Affiant's)

SUBSCRIBED AND SWORN TO before me this 21st day of January, 2014 at
Makati, Philippines, Affiant's having exhibited to me their valid Identification No. as above
indicated.

WITNESS MY HAND AND SEAL.

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