PURCHASE ORDER

Philippine Ports Authority

Run Date: 16-SEP-2024 11:04:44
Run By: BUITIZONRC

Supplier: INTERNATIONAL ELEVATOR & EQUIPMENT INC.
Address: KM 23 WEST SERVICE ROAD SOUTH SUPERHIGHWAY
TIN: 000-407-656-0000
PO Type: STANDARD

Mode of Procurement: DIRECT

PO No.: BAT-1865-24
PO Date: 16-SEP-24
PR No.: BAT-1470-24
PR Date: 04-JUL-24

Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery: PMO - BAT
Date of Delivery:

Delivery Term: 12 Months
Payment Term: Immediate

Item No	Unit	Description	Quantity	Unit Cost	Amount
ORMEASD493	LOT	Annual Preventive Maintenance Service of Four (4) Units Mitsubishi Elevators at PPA PMO Batangas	1.00	352,800.0000	352,800.00
INPUT VAT 12					42,336.00
Total: Three Hundred Ninety-Five Thousand One Hundred Thirty-Six Pesos					395,136.00

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of the total value of this Order for each day of delay shall be imposed.

It is understood that this Purchase Order will be served in Accordance with applicable laws, rules and regulations.

Recommending Approval:

Margarita Evelyn B. Villamor
Division Manager A, Administrative Division

Approved:

Joselito O. Sinocruz
Port Manager

Conforme:

Christian Anthony M. Batang
Signature Over Printed Name of Supplier

09.23.2024
Date

Funds Available:

Raquel B. Lacsamana
Corporate Finance Services Chief

TERMS AND CONDITIONS FOR
ANNUAL PREVENTIVE MAINTENANCE SERVICE OF FOUR (4) UNITS MITSUBISHI ELEVATORS AT PPA BATANGAS

1. **TERMS AND DURATION** – The CONTRACTOR shall provide once a month, the services of qualified elevator servicemen for the purpose of examining the passenger elevators, cleaning and adjustment of all motors, and moving parts, controls and safety devices, greasing and oiling of all bearings of equipment and accessories herein below described:

FOUR (4) UNITS MITSUBISHI PASSENGER ELEVATOR

Control System	: GPS-III
Operation System	: 4C – A121
Capacity	: 680 kgs. (10 persons)
Speed	: 60 mpm
No. of Stops/Opening	: Seven (7)

2. The CONTRACTOR shall submit service report after each service, to be duly signed / acknowledged by PPA representative. The contract duration shall be Twelve (12) months from the date of CONTRACTOR's receipt of Notice to Proceed (NTP). Provided that the PPA has the right to terminate / cancel this CONTRACT at any time before its expiration on reasonable grounds such as unsatisfactory service and performance of the CONTRACTOR or violation/s of any of the Terms and Condition of this Contract by giving the CONTRACTOR at least fifteen (15) days written notice in advance to that effect;

3. All regular services will be in accordance with the CONTRACTOR'S "General Schedule" and work will be done during regular working hours (8:00 AM to 5:00 PM) within regular working days (Monday to Friday). Overtime service may be requested by PPA in emergency cases.

4. The CONTRACTOR shall, except for gear oil and hydraulic oil, provide at its own expense all necessary grease and lubricants, cleaning materials and replacement parts listed as follows, as they may apply:

ELEVATOR PARTS

1. Finger Contact
2. Stationary Contacts
3. Heart Shape Contacts
4. Contact Support
5. Relay Shunt
6. Relay Spring
7. Fuse Link
8. Indicator Bulbs
9. Fluorescent Starter
10. Door Guide Shoe
11. Signal Lamps
12. Moving Contact Holder
13. Arc Shield
14. Neon Lamp
15. Spring & C-pins for SDE
16. Terminal Lugs in Control Panel
17. Door Interlock Spring Contact
18. Screws and Bolts
19. Service Light Bulbs

5. PPA agrees that the cost of (a) replacement parts and components which are not mentioned in the above list which are found to be defective due to normal wear and tear or (b) all parts, inclusive of those in the above list which are damaged due to abnormal operating conditions, (c) changes and/or alterations, deviations or additions to the original design of the equipment and accessories subject

matter of this agreement, (d) recutting/rebabbitting of elongated steel wire ropes, and the cost of the necessary labor for such replacement and repair jobs will be for the accounts of the PPA. However, the CONTRACTOR must acquire the approval of the PPA of the CONTRACTOR'S quotation for the necessary labor and replacement parts in writing before the actual initiation of work;

6. PPA shall not allow any third party to do any repair work or replace any part or component of the subject equipment without the written consent of the CONTRACTOR. Otherwise, the CONTRACTOR shall have the right to immediately terminate this contact and the PPA shall immediately pay all the monies due to the CONTRACTOR.

7. PPA shall immediately report to the CONTACTOR any abnormal operation and/or stoppage of any equipment subject matter of this agreement and the CONTRACTOR agree to immediately provide the necessary servicemen to correct the abnormal operation and/or have the equipment in operating condition;

8. The CONTRACTOR does not warrant that the service rendered will eliminate breakdown of the equipment or its operation; nor make any replacements or repairs brought about by reason of negligence or misuse of the equipment by the PPA or from any other cause beyond the control of the CONTRACTOR; no person or servicemen is authorized to modify or to bind the CONTRACTOR by making any promise, warranty or representation not contained in this Contract;

9. **NO EMPLOYER – EMPLOYEE RELATIONSHIP** - It is expressly agreed and understood that there is no Employer - Employee relationship between the CONTRACTOR and/or its personnel and PPA. PPA shall not in any way be liable or responsible for any physical injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR whether or not occurring in the performance of their duties;

10. **CONTRACTOR'S LIABILITY** - The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or other conducts of the CONTRACTOR arising out of or in connection with or on the occasion of the performance of this agreement. The CONTRACTOR shall, at all times, stands solely liable and responsive for the enforcement of, and compliance with all existing laws, rules and regulations binds itself to save and hold the PPA free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation;

    The Parties herein agree that the CONTRACTOR will not be liable to the PPA for any delay or for damages caused by force majeure including general strikes, lock-outs, war, civil commotions, earthquakes, floods and other natural calamities, shortage of materials and/or workmen due to government acts and other similar causes beyond the control of the CONTRACTOR;

    The Parties hereinafter agree that the CONTRACTOR may, at its option, and with proper notice to the PPA, assign whatever interest or right it may have under this Contract to an authorized service representative. In such case, the CONTRACTOR remains fully responsible for the service rendered by its authorized service representative.

11. **CONSIDERATION** – For and in consideration of the full satisfactory and faithful performance by the CONTRACTOR of all undertakings defined and provided under this Contract, the PPA agrees to pay the **monthly service fee** in the amount of **Thirty Two Thousand Nine Hundred Twenty Eight (P32,928.00)**

Philippine Currency or a total of **THREE HUNDRED NINETY FIVE THOUSAND ONE HUNDRED THIRTY SIX (P395,136.00)** for **TWELVE (12)** months inclusive of 12% Value Added Tax. Payment of the stipulated consideration shall be subject to existing government accounting rules and regulations.

The PPA and the CONTRACTOR agreed upon and understood that the stipulated contract price shall not be subject to any upward adjustment for any cause or whatsoever.

12. **WARRANTY SECURITY** – the in order to assure that the manufacturing defects for the materials and parts supplied shall be corrected by the CONTRACTOR, a warranty security shall be provided by the CONTRACTOR. The warrant security shall be either retention money in an amount equivalent to at least one percent (1%) of the amount of materials and parts supplied or a special bank guarantee equivalent to at least one percent (1%).

    The amount shall be released only after the lapse of one (1) year after installation of the materials and parts at PPA elevators.

Conforme:

Christian Anthony M. Batang

(Signature over Printed Name of
Authorized Signatory/Representative)

BACONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

09172410

SEP 17 2024

CHRISTIAN ANTHONY M BATANG
Assistant Manager – Service Department
Elevator/Escalator Division
International Elevator & Equipment, Inc.
Km. 23 West Service Road,
South Superhighway, Cupang
Muntinlupa City
mic@iee.com.ph

Dear **Mr Batang:**

As part of the globalization of services being offered in the Philippine Ports Authority – Port Management Office of Batangas (PPA-PMO BGS), international set of standards have been adopted in our operations following conformance to the Integrated Management System (IMS), namely:

- Environmental Management System: ISO 14001:2015
- Occupational Health and Safety Management: ISO 45001:2018
- Quality Management System: ISO 9001:2018

In this regard and as part of the Interested Parties doing business with us, we would like to inform you that as our legitimate supplier, you are hereby advised to abide, through all possible means, our established EHSQ Policy as stated below:

It is the policy of PPA to establish and implement and Integrated Management System which aims to:

- *Reduce environmental impact form port activities;*
- *Protect the well-being of all interested parties; and*
- *Continually improve the quality of port operations and services.*

Thank you very much and we highly expect your cooperation on the matter.

Truly yours,

JOSELITO V SINOCRUZ PhD
Port Manager

ADMIN:MEBV/RCB/smgm