

October 28, 2022

NOTICE OF AWARD

Subject: ITB No. : 2022-07-162
Project Title : Rebidding for the Supply, Delivery, Installation and Commissioning of Two (2) Units Passenger Elevators at PNOC Building 5

Attention: **MA. FELISA C. NICOLAS**
Authorized Representative
Mako Tecknomecaniques, Inc.

Dear Ms. Nicolas:

This is to advise Mako Teknomecaniques, Inc. on the acceptance of its bid to undertake the aforementioned project in the amount of ***Eight Million Nine Hundred Eighty-Eight Thousand Pesos (Php 8,988,000.00)***, in accordance with our Invitation to Bid dated July 22, 2022.

Contract Duration: Eight (8) months from the issuance/receipt of the Notice to Proceed

Please be advised that the performance security shall be submitted to the Company within ten (10) calendar days from receipt of Notice of Award.

Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,

JESUS CRISTINO P. POSADAS
President and CEO

CONFORME:

(Signature over Printed Name)

(Date)

Philippine National Oil Company



O T H B C 0 8 1 9 F 0

November 29, 2022

MS. MA. FELISA C. NICOLAS
Sales Manager
MAKO TEKNOMECHANIKES, INC.
Blk.12 Lot 9, Queens Row Eat, Bacoor, Cavite

NOTICE TO PROCEED

This is to advise you that your offer for the Rebidding for the Supply, Delivery, Installation and Commissioning of Two (2) Units Passenger Elevators with Project No. 2022-07-162, amounting to **Eight Million Nine Hundred Eighty-Eight Thousand Pesos (Php 8,988,000.00)** has been accepted by the Company.

You are hereby directed to proceed with the same for Eight (8) months from the issuance/receipt of this notice.

The contract agreement to this effect shall be transmitted.

Very truly yours,

JESUS CRISTINO P. POSADAS
President and CEO

Conforme:

Authorized Representative

Date

Philippine National Oil Company



N O P 4 5 D 9 5 A 7 7

**CONTRACT FOR THE SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF TWO (2) UNITS
PASSENGER ELEVATORS AT PNOB BUILDING 5**

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made the ____ day of _____ 20____ between:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a government-owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 334, as amended, with principal business address at PNOB Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **JESUS CRISTINO P. POSADAS**, and hereinafter referred to as the "**COMPANY**";

-and-

MAKO TEKNOMECHANIKES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with registered address at Block 12 Lot 9, Queens Row East, Bacoor, Cavite, represented herein by its Sales Manager, **MA. FELISA C. NICOLAS**, and hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the COMPANY invited Bids for certain goods and ancillary services, particularly for the Supply, Delivery, Installation and Commissioning of Two (2) Units Passenger Elevators at PNOB Building 5 within Eight (8) months from issuance/receipt of the Notice to Proceed (NTP) and has accepted a Bid by the CONTRACTOR for the supply of those goods and services in the sum of **PESOS: EIGHT MILLION NINE HUNDRED EIGHTY EIGHT THOUSAND (Php8,988,000.00)** (hereinafter called "the Contract Price"), inclusive of Value Added Tax (VAT) if any, and all applicable taxes, which cover all labor cost and cost of supplies, materials and equipment for the above specified services;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

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1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Contract, viz:

- i. Philippine Bidding Documents (PBDs)
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any.
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation.
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

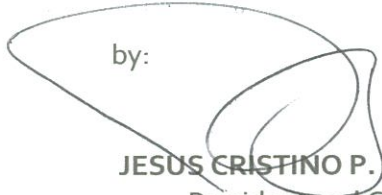

3. In consideration of the payments to be made by the COMPANY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the COMPANY to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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PHILIPPINE NATIONAL OIL COMPANY
(COMPANY)

by: 
JESUS CRISTINO P. POSADAS
President and CEO 

MAKO TEKNOMECANIQUES, INC.
(CONTRACTOR)

by:

MA. FELISA C. NICOLAS
Sales Manager

SIGNED IN THE PRESENCE OF:



Lino Gerado G. Calaor



Allen B. Pernita

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
}S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this DEC 01 2022 day of 2022 personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
PNOC		
by:		
JESUS CRISTINO P. POSADAS	Passport No. S0008906A	11/20/2017/DFA Manila

MAKO TEKNOMECANIQUES, INC.		
by:		
MA. FELISA C. NICOLAS	Passport No. P68064868	May 11, 2031/DFA

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the same.

This instrument consisting of four (4) pages, including the page whereon the acknowledgment clause is written, signed by the parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers to a Contract for the Supply, Delivery, Installation and Commissioning of Two (2) Units Passenger Elevators at PNOC Building 5.

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

Doc. No. 17;
Page No. 1;
Book No. II;
Series of 2022.

[Signature]

ATTY. FAYE MORTUZA B. BUCDO
 Attachment No. 46/0000-2000
 Mayor, Prob. Div. Taguig City
 Until 31 December 2021
 Extended to 31 Dec 2022
 PNOC Building 5, Taguig City
 Commissioned by: [Signature]
 IBP No. 2002-0000-0000-0000
 Notary Public for the Philippines

[Handwritten marks]

[Handwritten mark]

[Handwritten mark]

Special Conditions of Contract

GCC Clause	
1	<p data-bbox="485 436 826 465">Delivery and Documents –</p> <p data-bbox="485 506 1343 647">The delivery terms applicable to this Contract are delivered to PNOCC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City. Risk and title will pass from the Contractor to the Company upon receipt and final acceptance of the Goods at their final destination.</p> <p data-bbox="485 687 1343 792">Delivery of the Goods shall be made by the CONTRACTOR in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p data-bbox="485 810 1343 916">For purposes of this Clause the COMPANY's Representative at the Project Site is Mr. Lino G. Calaor, Manager-Administrative Services Department.</p> <p data-bbox="485 956 754 985">Incidental Services –</p> <p data-bbox="485 1025 1343 1131">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul data-bbox="544 1171 1343 1646" style="list-style-type: none">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; ande. training of the Company's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p data-bbox="485 1686 663 1715">Spare Parts –</p> <p data-bbox="485 1756 1343 1861">The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

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

The spare parts and other components 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 spare parts or components for the Goods for a period of **one year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order.

Packaging –

The Contractor 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 Company.

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

	<p>Name of the Company Name of the Contractor Contract Description Final Destination Gross Weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>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.</p> <p>Transportation –</p> <p>Where the Contractor is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project 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 Contractor, and related costs shall be included in the contract price.</p> <p>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 Company until their receipt and final acceptance at the final destination.</p>
2.2	<p>The terms of payment shall be as follows: Within thirty (30) calendar days upon issuance of Billing Statement or Invoice and acceptance of work.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award from the Company but in no case later than the signing of contract by both parties, the successful bidder shall furnish the Performance Security in any form such as:</p> <ol style="list-style-type: none"> a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank = Four Hundred Forty Nine Thousand Four Hundred Pesos (Php449,400.00) – Five Percent (5%) of the total Contract Price. b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that is shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank = Four Hundred Forty Nine Thousand Four Hundred Pesos (Php449,400.00) –





	<p>Five Percent (5%) of the Total Contract Price.</p> <p>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security = Two Million Six Hundred Ninety Six Thousand Four Hundred Pesos (Php2,696,400.00) – Thirty Percent (30%) of the Total Contract Price</p>
4	<p>The inspections and tests that will be conducted:</p> <p>a. All materials and accessories for the project shall be subject to inspection and acceptance by the PNOC Admin-GSD representative prior to commencement of work.</p> <p>b. Conduct site inspection and measurement to validate existing elevator units and to assess the site to determine all possible queries prior to start of work.</p> <p>c. Testing and commissioning with the issuance of temporary use agreement after complete installation of the unit.</p>
5	<p>All equipment, materials parts and components and workmanship shall be guaranteed for a period of one (1) year to include twelve (12) months of Preventive Maintenance on a 24/7 after sales service from date of acceptance. At any time within the period of guarantee and upon notification, the contractor shall repair and/or rectify all the deficiencies, including replacement of parts at the sole option of PNOC.</p> <p>The Contractor shall be responsible in providing claims, doing or arranging parts replacement and servicing for the warranty during the warranty period. The Company shall not be redirected by the Contractor to other entities including suppliers or OEMs in executing the warranty.</p>
6	<p>Liquidated Damages is One tenth (1/10) of one percent (1%) of the cost of unperformed portion for everyday of delay until actual delivery or performance.</p>



