



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

NOTICE TO PROCEED

MR. STEVE AN

Marketing Director
The Lift Company Philippines, Inc.
2nd Floor Fortune Bldg., Pasig Blvd.,
Pasig City

Dear Mr. An:

The attached Contract having been approved, notice is hereby given to Lift Company Philippines, Inc. that work may commence on the service maintenance of one (1) Nippon elevator unit installed at the Port of Manila building, effective upon receipt and acceptance of this Notice.

You are responsible for performing the services in coordination with the Administrative Division, Port of Manila, under the terms and conditions of the Contract and in accordance with the technical specifications provided thereto.

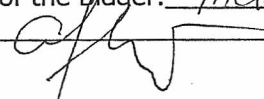
Very truly yours,


JOHN P. SEVILLA
Commissioner



MAR 09 2015

Received by:

I acknowledge receipt of this Notice on March 11, 2015
Name of the Representative of the Bidder: Melvin Mendoza
Authorized Signature: 

GENERAL COPY

SERVICE AND MAINTENANCE AGREEMENT

THIS CONTRACT is made and entered into by and between the following:

BUREAU OF CUSTOMS, a government agency created by virtue of the law of the Philippines, with principal office located at Gate 3, South Harbor, Port Area, Manila, represented herein by Commissioner **JOHN P. SEVILLA** (hereinafter called the "BOC");

-and-

THE LIFT COMPANY PHILIPPINES, INC., a corporation duly organized and existing under the laws of the Philippines, with principal office located at 2nd Floor Fortune Bldg., 144 Pasig Blvd., Pasig City, represented herein by its Service Sales Supervisor, **MR. MELVIN B. MENDOZA** (hereinafter called as "TLCPI");

WITNESSETH THAT:

WHEREAS, the BOC is the owner of One (1) Unit Nippon Elevator;

WHEREAS, the BOC is in need of and requires the servicing and maintenance of the above-described equipments and is willing, agreeable and amenable to secure the services of THE LIFT COMPANY PHILIPPINES, INC. for such purpose under the terms and condition hereinafter set forth;

WHEREAS, THE LIFT COMPANY PHILIPPINES, INC. has the expertise to perform the maintenance and repair services on the equipment and is willing, able, agreeable and amenable to furnish the service required and called for the BOC under the terms and condition hereinafter set forth;

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

A. SCOPE OF WORK:

The service under this contract shall consist of regular **monthly** inspection, and when necessary

- 1) lubricate and adjust all machinery, control parts, doors, locks, and accessory equipment, including the hoisting and governor ropes, guide rails, guide shoes, switches and electrical wiring of the elevator units.
- 2) In addition, TLCPI will, at its own expense shall provide the necessary fuses mounted on the controller, cotton wastes and lubrication oil except gear/hydraulic oil and grease.

B. TIME OF SERVICING:

- (1) All inspection and emergency call-back service shall be done during TLCPI regular working hours on regular working days. If overtime becomes necessary upon BOC's request, TLCPI usual overtime rates shall be applied and paid by the BOC as additional service fee.
- (2) Emergency breakdown service provided as part of the fees during business hours 8:30 am -5:30 pm and available if required 24 hours a day seven (7)

CERTIFIED TRUE COPY

except for accident and/or damages directly caused by the gross negligence or omission of TLCPI or its employees in the performance of the work under this contract.

- (2) TLCPI, shall not be liable in any way for any loss, damage or delay caused directly or indirectly by acts of Government, strikes, lock-out, fire, explosion, thefts, floods, act of God or any other cause beyond the control of TLCPI.
- (3) TLCPI shall not be liable to the BOC or any person for damages or loss of use of the Equipment should the Equipment cease to operate due to lack of supply, deficiency or non availability of any parts, components, or accessories of the Equipment from the stock in which event TLCPI will use its best endeavors to obtain spare parts, components or accessories.
- (4) Should the BOC engage the services of any other company/firm/individual for the same purpose herein mentioned. TLCPI shall be free from any and all responsibilities and liabilities that might result as a consequence thereof.

G. AMENDMENTS

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

H. ACTION & VENUE

In case of violation of any condition of this Agreement by any party and legal action to enforce its rights is instituted, it is mutually understood that the venue of any legal action shall be in the City of Pasig, Metro Manila, Philippines.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2015 at the BOC, Manila, Philippines.

BUREAU OF CUSTOMS

By:

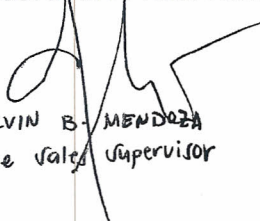

JOHN P. SEVILLA
Commissioner

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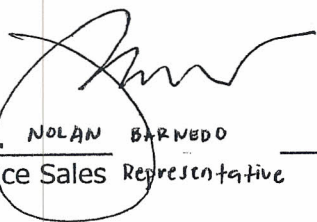
LIFT COMPANY PHILIPPINES, INC.

By:


MELVIN B. MENDOZA
Service Sales Supervisor

SIGN IN THE PRESENCE OF:


ARTURO M. LACHICA, *CESO II*
Deputy Commissioner, IAG


MR. NOLAN BARMEDO
Service Sales Representative

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