99 Commercial, Inc.

and

ALLIED CARE EXPERTS (ACE)-MEDICAL CENTER ZAMBOANGA CITY, INC.,

PRICE PER TREATMENT PLUS SUPPLIES (PPT+)

AGREEMENT

Dated:

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PRICE PER TREATMENT PLUS SUPPLIES (PPT+) AGREEMENT

This Price Per Treatment Plus Supplies (PPT+) Agreement Dereinafter referred to as "Agreement"), is entered into and executed in the Philippines on ______ by and between:

99 COMMERCIAL, INC., a corporation organized and existing under the laws of the Philippines with office address at 539-A Kamuning St., Matina, Davao City, Philippines (hereinafter referred to as "99"); and

ALLIED CARE EXPERTS (ACE)-MEDICAL CENTER ZAMBOANGA CITY, INC., a newly organized corporation and existing under the laws of the Philippines with office address Don Alfaro Street, Tetuan, Zamboanga City, Philippines (hereinafter referred to as "the Center").

99 and the Center jointly shall be referred to as the "Parties" and separately shall be referred to as a "Party".

RECITALS

- A. 99 is a company which engages in the business activities of providing dialysis related equipment, consumables and technical services:
- B. 99 intends to provide dialysis equipment for the use by the Center and supply related consumables which the Center intends to purchase in accordance with the terms and conditions set forth herein;
- C. the Center owns/and or operates a dialysis center and warrants and represents that it has and will continue to have during the term of this Agreement the licenses, qualifications, financial resources, and experienced and competent personnel necessary to manage and operate such center and;
- D. the Center intends to provide patients with proper treatment using the dialysis equipment and related consumables provided by 99.

Based on the foregoing, the Parties agree to enter into this Agreement on the basis of terms and conditions set out as follows:

1. DEFINITION

The terms used in this Agreement, unless the context otherwise requires, shall have the following meanings:

"Claim" means any claim, subpoena, suit, legal action and proceeding, litigation, investigation or decision whatsoever, whether based on a contract, violation, or other bases.

"Consumables" means the consumable materials to be supplied by 99 to the Center as set forth in Schedule I.

"Confidential Information" means any information relating to this Agreement disclosed by one Party to the other Party for the purpose of this Agreement, any information which is deemed or labelled as confidential by the Party who discloses the information or any information which becomes known by such other Party at the time of the performance of the obligations under this Agreement, including but not limited to:

information relating to assets, business operation, systems, technical information, customers, employees, Equipment, intellectual properties, know-how, market strategies, operations, pricing, products, suppliers and trade secrets of the Parties; and

all analysis, records, data, reports, materials, studies, medical conditions of the patients accepting the Treatment, reproductions, copies, extracts, summaries or other documents containing or based upon, in whole or in part, including this Agreement per se and subsequent amendments, revision, updates of this Agreement,





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whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary.

"Contract Period" means the validity period of this Agreement, which is <u>seven (7) years</u> commencing from the date of the first treatment indicated in the first billing of 99 of the rental payment specified in Schedule 1 hereof.

"Dialysis Nursing Staff" means the nursing staff formally authorized by the Center to operate the Equipment.

"Equipment" means the hemodialysis machines and any other equipment as listed and described in Schedule II of this Agreement and subsequent amendments to such list as agreed by the Parties in writing from time to time.

"Force Majeure Event" means any circumstance beyond the reasonable control of either Party including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, epidemics, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortage.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Premises" means the places or premises of the Center where the Equipment is located as more particularly set out in Schedule IV.

"Price per Treatment" means the price charged by 99 for each Treatment provided by the Center to patients using Equipment and Consumables as set forth in Schedule I.

"Prices" means the sums payable by the Center in respect of any number of Treatments, calculated on the basis of Price per Treatment.

"Pricelist of Consumables and Related Supplies" means the individual prices of Dialysis Consumables and Supplies as set forth in Schedule VII.

"Renovation Plans & Specifications" means the plans and specifications pertaining to the renovation works of the Center's Dialysis Unit, which are listed and described in Schedule IX.

"Schedule" means the additional documents added and/or attached to this Agreement.

"Services" means supply of the Equipment and Consumables and the provision of the technical maintenance services as set out in Schedule III.

"Treatment" means medical treatment to the patient which is delivered by operating the Equipment and by using the Consumables provided by 99, as set forth in this Agreement.

"Treatment Protocol" means the minimum standard amount of each Dialysis Consumable and Supply that is required to fulfil one treatment. Dialysis treatment shall be undertaken in accordance with the Treatment Protocol specified in Schedule VI.

"Treatment Target" shall have the meaning assigned to it in Clause 4.5 herein.

"Working Day" means the effective office day, being five (5) days in one (1) week, excluding Saturday, Sunday and any public holiday in the *Philippines*.

2. SCOPE OF THE AGREEMENT

2.1 99 agrees to provide the Services to the Center, and the Center agrees to utilise the Equipment and Consumables in accordance with this Agreement.





2.2 The replenishment of the Consumables and Supplies will be based on the number of treatments ordered and on the agreed Treatment Protocol.

3. OBLIGATIONS OF 99

- 3.1 99 shall provide the Services to the Center at the Premises.
- 3.2 99 will deliver and install the Equipment listed in Schedule II hereof at the Premises on a date mutually agreed by the Parties in writing.
- 3.3 99 will provide training on the use and handling of the Equipment to the Dialysis Nursing Staff for at most five (5) days after the Equipment has been installed.
- 3.4 99 will provide a double pass water treatment system.
- 3.5 99 will provide reprocessing machine

4. OBLIGATIONS OF THE CENTER

- 4.1 The Center shall provide all facilities and infrastructures that are reasonably necessary to enable the safe implementation of 99's obligations. The Center shall, without limitation:
 - provide 99 with access to the Premises in the course of delivery and installation of the Equipment;
 - (ii) provide a stable electricity supply (if necessary to install stabilizer and/or uninterruptible power supply);
 - (iii) provide clean water resources for operating the Equipment; and
 - (iv) provide regular disinfection to the Equipment in accordance with its maintenance manual except to the extent undertaken by 99.
- 4.2 The Center shall ensure that only Dialysis Nursing Staff will be allowed to handle and use the Equipment. The Center will also ensure that such Dialysis Nursing Staff operate the Equipment at all times in accordance with 99's specifications and instructions.
- 4.3 The Center shall shoulder all attendant costs and expenses for the recurring tests and validation of the central water treatment system as may be required by the manufacturer or by the relevant government agencies.
- 4.4 The Center shall provide chlorinated raw water district and for the replacement of R.O. membranes, 30, 20, 5, 1 & 0.2 micron filters, U.V. lamp, rock salts and other related consumables including rehabilitation of FRP (fiber reinforced plastic) tanks filters ie. multi-media, ion resins for softeners, granulated activated carbon.
- The Center shall perform a minimum for twenty-four (24) machines of one hundred twenty thousand nine hundred sixty (120,960) Treatments within the Contract Period using the Equipment ("Treatment Target"), with at least seventeen thousand two hundred eighty (17,280) Treatments per year during the Contract Period ("Annual Treatment Target").
- 4.6 In the event that the Annual Treatment Target is not achieved by the end of each year, the Parties may agree to extend the period for such shortfall in that year to the following year withink the Contract Period. In the event that the Treatment Target is not achieved by the end of the Contract Period, the Parties may agree to extend the Contract Period for a further one (1) year ("Extended Contract Period") and the Center shall complete the Treatment Target within the Extended Contract Period.
- 4.7 If the Treatment Target is not achieved by the end of the Extended Contract Period, 99 shall be entitled to choose to: (a) require compensation from the Center for the shortfall between the actual treatments and the Treatment Target; (b) extend the Extended Contract Period for a further one (1) year; or (c) require the Center to return the Equipment to 99's possession or to buy the Equipment at an amount equivalent to the commercial value of the Equipment.
- 4.8 The Center will provide a written monthly report to 99 regarding the achievement of the Treatment Target. The Center shall permit 99 or its representative at all reasonable time by prior appointment to inspect the Equipment in order for 99 to verify and record the operating hours of the Equipment once per month.





- 4.9 \tag{4.9} The Center is obligated to place the Equipment at the location and in the position approved by 99 and shall not remove the Equipment or any part thereof without prior written approval from
- 4.10 The Center shall not make any additions, alterations or modifications to, or remove any part of, any item of the Equipment without 99's prior written approval.

5. TERMS OF PAYMENT

- The Center shall pay the Price per Treatment for each Treatment delivered by the Center using the Equipment and Consumables.
- The Price per Treatment is not fixed. 99 is entitled to review and modify reasonably the Price per Treatment once annually by providing one (1) month's prior written notice to the Center, provided that any percentage increase shall not exceed the Consumer Price Index (CPI) published by the Philippine Statistics Authority in force from time to time.
- 99 may also modify the Price per Treatment in the event that there is any request for an 5.3 Equipment upgrade or additional Consumables from the Center.
- Any goods and services taxes which may be payable in addition to the Prices shall be borne by 5.4
- All Prices will be paid by the Center in Philippine Peso and transferred by electronic transfer to the account specified by 99 within ninety (90) calendar days after the date of each invoice. All payments not made by the Center by the due date will accrue a late payment charge at twelve percent (12%) per annum on the overdue amount from the due date until full payment has been made.
- It is hereby agreed and understood that the Price per Treatment was calculated on the basis of. among others, the Treatment Protocol specified in Schedule VI hereof. Consequently, all 5.6 consumables and related supplies that are used in excess of the requirements under the Treatment Protocol shall be charged to the Center at the prices indicated in Schedule VII hereof.

OPTION TO PURCHASE

- The Center shall have an option ("the Option") to purchase upon expiry of the Contract Period all of the Equipment (including the replacements and the components, accessories and additions thereto) installed at the Premises on such day ("the Option Equipment") on the following terms and conditions:
 - The Center has complied with all terms and conditions of this Agreement throughout the Contract Period; and
 - 99 has received from the Center a notice of request for purchase of the (ii) Option Equipment at least thirty (30) days prior to the expiry of the Contract Period together with the payment for the Equipment in an amount equivalent to its fair market value as may be agreed upon with 99, being the option to purchase price per equipment ("Option to Purchase Price") payable to 99 for the Option Equipment.
- The right of the Center to exercise the Option shall be subject to the payment by the Center of 6.2 all amounts payable by the Center under this Agreement.
- Upon the payment by the Center to 99 of the Option to Purchase Price in accordance with the 6.3 foregoing provisions, the legal and beneficial title to the Option Equipment shall transfer from 99 to the Center to the extent that the Center shall thereupon become the absolute owner thereof.
- The Option Equipment shall be transferred to the Center in good repair and condition (except fair wear and tear) and at the place at which they are installed at the date of such transfer.
- Except as referred to in Clause 6.3, to the full extent permitted by law, 99 will make no warranties, guarantees or representations of any kind, and expressly excludes any warranties which may be implied (whether by statute or common law) with regard to the Option Equipment.

REPRESENTATIONS AND WARRANTIES

99 represents and warrants to the Center as follows:







- (i) 99 is a company duly established and validly existing under the laws of the *Philippines*, has the required licenses and is duly authorized to perform all the necessary acts in accordance with the laws and regulations of the *Philippines* for the provision of the Services to the Center in accordance with this Agreement.
- (ii) 99 is the sole owner of the Equipment and the Equipment is not bound by or an object of a court or arbitration decision.

7.2 The Center hereby represents and warrants to 99 as follows:

- The Center is a corporation duly established and validly existing under the laws of the Philippines.
- (ii) The Center has all necessary authorizations to enter into this Agreement, any other related documents and agreements and perform its obligations as set forth in this Agreement.
- (iii) The Center shall operate the Equipment at all times in accordance with 99's instructions and with such skill and care as are expected of medical professionals in the *Philippines*.
- (iv) The Center will complete the Treatment Target stipulated under Clause 4.5 of this Agreement.
- The Center shall provide the option to 99 with regard to the extension of cooperation, development and expansion of haemodialysis unit.

8. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise expressly agreed by the Parties in writing, 99 shall own all existing and future Intellectual Property Rights in and to the Services, the Consumables, the Equipment, and all related materials which are created, developed or produced in connection with this Agreement, to the fullest extent permitted by law, regardless of whether they are created by the Center, 99, or jointly by the Parties or by any of their employees, distributors, or contractors.

9. RIGHTS OF OWNERSHIP

- 9.1 The right to possess the Equipment granted by 99 to the Center for the Contract Period does not give rise to, or constitute the transfer of, any ownership right over the Equipment. Therefore the Center is prohibited from and is not permitted to make any change or to move parts of, or alter the Equipment's title or any other ownership identification.
- 9.2 The Center is prohibited from encumbering the Equipment with any security for any transaction with a third (3rd) party.
- 9.3 The Center further represents and warrants as follows:
 - (i) The Center shall have no right, title or interest in or to any part of any item of the Equipment except the right to hire and purchase the Equipment in accordance with the provisions of this Agreement.
 - (ii) The Center shall not attempt or hold itself out as having any power to sell, charge or otherwise encumber or to sell or otherwise dispose of any item of the Equipment or any interest in any item of the Equipment and shall make clear to third parties that the title to the Equipment is held by 99 in all circumstances and on occasions where the ownership of the Equipment may be relevant.
 - (iii) The Center shall not do or permit to be done anything that jeopardizes the rights of 99 in the Equipment or deliberately omit to do anything that would prevent those rights from being jeopardized.
 - (iv) The Center shall have no right of lien in respect of the Equipment in its possession.
- 9.4 From the time of delivery or deemed delivery of the Equipment and Consumables at the Premises, the Center shall bear the risk of loss or damage to the Equipment and the Consumables or any part thereof. The Center hereby expressly acknowledges that any damage





to, or loss or destruction of, the Equipment or the Consumables or any part thereof shall not affect the Center's liability to pay the Price due and payable under this Agreement.

10. UTILIZATION, MAINTENANCE AND REPARATION OF EQUIPMENT

- 10.1 99 shall be responsible for performing periodic maintenance of the Equipment to a standard which renders the Equipment in good working order for the purpose of delivering the Treatment. Details of periodic maintenance work are set out in Schedule III of this Agreement.
- 10.2 Notwithstanding anything herein contained, at all times throughout the Contract Period, the Center shall be liable for all damage to the Equipment save only those caused by an inherent defect in the Equipment or by normal wear and tear.
- 10.3 The Center shall maintain the Equipment in good condition and shall be responsible for any decrease in the value of, or damage to, the Equipment arising directly or indirectly from the carelessness in the use of (or any wilful misuse of) the Equipment by the Dialysis Nursing Staff or any other employee, contractor or agent of the Center.
- 10.4 99 shall not be responsible for repairing any damage caused by the negligence of the Dialysis Nursing Staff or any failure to comply with the specifications and instructions of 99. The service and spare part costs arising from such damage shall be borne by the Center.
- Without prejudice to the generality of Clause 10.4, the Center shall be responsible for and shall, to the full extent permitted by law, fully and continually indemnify 99 against all damages, claims, liabilities, losses, costs and expenses arising out of or in connection with (i) any operational errors or any type of misuse of the Equipment or any failure to comply with the instructions of 99; or (ii) any fire, flood or other incident occurring at the Premises ("Incident").
- 10.6 Repair or replacement work required as a result of any Incident shall be separately charged on a cost basis against the Center.

11. ASSIGNMENT

Neither Party to this Agreement may assign, in part or in whole, its rights or obligations arising from or in connection with this Agreement to a third party, without the prior written approval of the other Party (which approval shall not be unreasonably withheld or delayed).

12. LIABILITY

- 12.1 Without prejudice to or otherwise limiting Clause 7 above, the Center shall continually indemnify 99 from and against all liabilities arising from or in connection with any Treatment or other medical services (including dialysis services) rendered by the Center which result in bodily injury, sickness, illness, disability, mental injury or death of any patients, save and except to the extent that such liabilities arise out of the negligence of 99 and/or any of its servants, agents and contractors.
- 12.2 To the full extent permitted by law, 99 shall not be liable for:-
 - any defect in the Equipment caused by fair wear and tear, abnormal or unsuitable conditions of storage or use or an act, neglect or default of the Center or a third party;
 - (ii) any defect in the Equipment unless notified to 99 within thirty (30) Working Days of the date of delivery;
 - (iii) in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non-supply or delay in supplying or the use of the Consumables or the Equipment or otherwise in connection with this Agreement:
 - loss or damage incurred by the Center as a result of third party claims;
 - (b) loss of actual or anticipated profits;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill;





- injury to reputation; or (f)
- any indirect, special or consequential loss or damage howsoever caused even if 99 was advised of the possibility of them in
- Subject to Clause 12.4, the total aggregate liability of 99 in any calendar year of the Contract Period ("Year") arising out of or in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to the lower of:
 - the aggregate amount of payments payable by the Center to 99 under this Agreement in that Year, or
 - Four Million Six Hundred Eighty Thousand [Php 4,680,000].
- 99 will not be liable to the Center whether in contract, tort (including negligence), statute or any other cause of action for consequential loss.
- 99 will not be liable to the Center for any defect of the Equipment other than any original defect of the Equipment.
- Nothing contained in this Agreement excludes or limits either Party's liability in respect of death or personal injury resulting from the negligence of such Party, nor for any other type of liability which cannot lawfully be excluded or limited.

13. TERM AND TERMINATION

- Subject to the rest of this Clause 13, the Agreement shall continue in full force and effect for the entire duration of the Contract Period.
- 13.2 This Agreement may be terminated on the basis of the following:
 - Subject to Clause 19.5, if by virtue of any applicable laws or regulations, it becomes illegal for either Party to continue to perform its obligations contemplated herein.
 - Upon either Party (the "Non-Defaulting Party") serving a written notice on the other Party (the "Defaulting Party") if:
 - the Defaulting Party commits any material breach of this Agreement and fails to remedy such breach (if capable of remedy) within thirty (30) days after receiving written notice from the Non-Defaulting Party specifying the breach; or
 - the Defaulting Party enters into any form of insolvency administration, including liquidation, bankruptcy, receivership, voluntary or involuntary winding-up or otherwise or shall otherwise be deemed by virtue of any applicable law to be unable to pay its debts, or has ceased to carry on business.
 - 13.3 Except for termination under Clauses 13 (Term and Termination) and 15 (Force Majeure), any other early termination of this Agreement shall be mutually agreed in writing between 99 and the Center. Any termination due to the default of or at the instance of the Center shall require payment by the Center to 99 of a termination fee computed in accordance with the formula specified in Schedule VIII hereof.
 - In the event of termination of this Agreement or expiry of this Agreement without the Center exercising its option to purchase the Option Equipment pursuant to Clause 6, the Center shall return to 99 the Equipment or allow access by 99 to the Premises to remove and take away the Equipment.
 - The termination of the Agreement shall not affect (i) any rights of the Parties which have accrued as of the date of termination; or (ii) any obligations which are intended to continue notwithstanding termination.

14. CONFIDENTIALITY

Each of the Party shall not disclose the Confidential Information to any other third party unless obtaining prior written approval from the other Party, except as required by any court of competent jurisdiction or by any laws or regulations.





- 14.2 The confidentiality obligations of the Parties based on this clause shall not apply to the information which (whether before or after the execution of this Agreement):
 - was available to or known by the public before the execution of this Agreement;
 - was or is obtained from a source other than the Parties, their representatives or any person bound by a duty of confidentiality to the Parties;
 - is or becomes available to or known by the public other than as a result of improper disclosure by the Party who receives the information or by any of its representatives; or
 - (iv) is required to be disclosed under the prevailing laws and regulations.

15. FORCE MAJEURE

- 15.1 Provided it has complied with Clause 15.2 below, if a Party ("Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:
 - the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
 - the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations;
 - (iii) the other Party ("Non-Affected Party") shall not claim to the Affected Party to perform such obligations under this Agreement, or shall not deem or expect the Affected Party has breached such obligations under this Agreement.
 - 15.2 Upon the start of the Force Majeure Event, the Affected Party shall:
 - i) as soon as reasonably possible after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the Non-Affected Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started, the likely or potential duration of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
 - make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.
 - 15.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than ninety (90) days, the Non-Affected Party may terminate this Agreement by giving one (1) month's written notice to the Affected Party.
 - 15.4 For the avoidance of doubt, nothing shall excuse the Center from any payment obligations under this Agreement for so long as the Equipment remains in the possession of the Center.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of the Philippines without regard to principles of conflicts of laws, and all disputes, actions and other matters relating thereto will be determined in accordance with such laws.
- 16.2 If a dispute arises out of or in connection with this Agreement, including the existence, validity, interpretation, performance, breach or termination hereof, or any other dispute between 99 and the Center arising out of or relating to the Services under this Agreement, either Party claiming that such dispute has occurred shall notify to the Other party in writing, specifying the nature, details of such dispute together with relevant supporting documents.
- 16.3 Upon service of a notice pursuant to Clause 16.2 ("Dispute Notice"), the Parties shall negotiate in good faith and use their best endeavours to resolve such dispute amicably within thirty (30) days after service of the Dispute Notice.
- 16.4 If such dispute is not resolved within thirty (30) days after service of the Dispute Notice, the dispute shall be referred to and finally resolved through suit in local court with jurisdiction where 99 locates.



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16.5 Notwithstanding the foregoing, the occurrence of a dispute as referred to in this Clause 16 shall not automatically release either 99 or the Center from their obligations whatsoever pursuant to this Agreement. The Center must continue to perform its payment obligations to 99 pursuant to this Agreement during the course of the dispute resolution process.

17. NOTICES

- 17.1 All notices shall be made in writing and pursuant to the following terms and conditions:
 - directly addressed to the address of the recipient as referred in this paragraph; (i)
 - personally delivered or sent through registered mail or facsimile. (ii)
- 17.2 In the event the notices are sent through facsimile, when the facsimile system generates messages confirming that all pages of the notices have been transmitted properly, unless within eight (8) working hours after such transmission, the recipient informs that it has not received such notices, the notices will be deemed to be received by the recipient at the time when the messages are generated.

Addresses of the Parties are as follows:

99 COMMERCIAL, INC:

Address:

539-A Kamuning St., Matina, Davao City

Email: alexander.maramba@gmail.com

Fax Number: 082-2961004

The Center: ALLIED CARE EXPERTS MEDICAL CENTER ZAMBOANGA CITY, INC.

Address:	, Zamboanga City
Email:	
Fax Number:	

18. ANTI-CORRUPTION

18.1 The Center undertakes and agrees to at all times act and perform its obligations under this Agreement in accordance with all applicable laws related to anti-corruption and the anticorruption standard and principles of the 99 Group as set out in Schedule V of this Agreement.

19. MISCELLANEOUS PROVISION

- This Agreement (together with all contracts and documents executed contemporaneously with it or referred to in it) constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior contracts and understandings (whether oral or written) with respect to such subject matter which shall become null and void.
- This Agreement shall be valid and binding to 99 and the Center, or assignees and attorneys validly appointed by the Parties.
- 19.3 The Schedules (attached) of this Agreement constitute an inseparable part of this Agreement.
- 19.4 Any amendment and/or additions to this Agreement shall only be made and executed in a written form by the Parties in the English language; otherwise such amendment and/or additions shall not be valid.
- In the event that any applicable laws, rules, regulations, guidelines or policies in the Philippines are changed so that any provision or part-provision of this Agreement is or becomes imminently or potentially invalid, illegal or unenforceable, then the affected Party shall be entitled (but not obligated) to make a request to the other Party, whereupon the Parties shall mutually discuss in good faith and modify this Agreement to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the Parties shall promptly to take any and all steps as may be necessary to render this Agreement enforceable under any such change in 10



- the laws, rules, regulations, guidelines or policies but in the event of any omission to do so, this Agreement will not be rendered invalid.
- 19.6 Unless specified otherwise in this Agreement:
 - the headings in this Agreement are not part of the content of this Agreement and shall not affect the meaning of this Agreement;
 - (ii) any words in singular shall include the plural and vice versa;
 - reference to the words person(s) shall include corporate, partnership, joint venture, association, corporation or other legal entities and government agencies; and
 - (iv) all references herein to clause, or Schedule are references to clause or Schedule to this Agreement; and references to one Party in a document shall include the administrator, successor and assignee permitted by such Party.
- 19.7 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original and all the counterparts together shall constitute one and the same instrument.
- 19.8 All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available under applicable law. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof.
 Except as expressly provided herein, this Agreement shall not grant any rights to, and is not intended to operate for, the benefit of any third party.
- 19.9 Nothing in this Agreement is intended to create an agency relationship, partnership or joint venture between the Parties. One Party shall have no authority, express or implied, to bind or commit the other Party to any obligations of whatever kind or nature, and any Party shall not take any actions to the contrary or any actions which would create an impression to the contrary.





IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have signed this instrument on the date and at the place indicated below their respective names.

99 COMMERCIAL, INC.	
Ву:	
SCAMA A A AM	
MA. ERWINA C. MARAMBA	
Chief Finance Officer	
Date Signed:	
Place Signed:	
_	
Mara	
ALEXANDER SMARAMBA JR.	
President	
Date Signed:	
Place Signed:	
	ALLIED CARE EXPERTS-MEDICAL CENTER
	ZAMBOANGA CITY, INC.
	ZAMBOANGA CITT, I. C.
	Rv.
	1 June
	JAMES ROBERTSON C. PICHEL, MD
	President
	Date Signed:
	Place Signed:
SIG	NED IN THE PRESENCE OF:
	1-12-
	GIOVANNI PAOLO C. GIMENA, MD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF) S.S.
PROVINCE OF)

BEFORE ME, a Notary Public, for and in the City/Municipality of AVAC CITY province of on this day FEB 03 2022 1, personally appeared:

Name Gov't ID/Type No. Date/Place Issued

Alexander S. Maramba, Jr.

Ma. Erwina C. Maramba

TIN: 138-903-840

known to me and to me known to be the same person who executed the foregoing instrument and they acknowledged to me that they executed the same as an act of their free and voluntary will and deed and that of the juridical entity/ies that they represent.

This instrument refers to a PRICE PER TREATMENT PLUS SUPPLIES (PPT+) AGREEMENT, consisting of twenty-seven (27) pages, including the page wherein the Acknowledgment appears, and has been signed on each and every page hereof by the parties hereto and their instrumental witnesses, initialled on each and every page hereof, and sealed by my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal on the date and at the place first above-written.

Doc. No.: 90
Page No.: 11
Book No.: 1
Series of 2021

AARON H LIP B. CRUZ

Notary Public for Davao City
Until December 31, 2022

Notarial Commission No. 2021-053-2022

PTR No. 6385066 12-21-2021 • Davao City
Roll of Attorneys No. 43531
IBP Lifetime Member No. 05462

The Law Firm of Uy Cruz Lo & Associates
3/F Cruz Building., Sta. Ana Avenue,
Davao City, Philippines
082-2258882





ACKNOWLEDGMENT

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Date/Place Issued

JAMES ROBERTSON C. PRC 009 2430 22MBONISA CITY PICHEL, MD,

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SCHEDULE I

Price Per Treatment

Price Per Treatment (4008S NG)- Conventional HD	Php 1,300.00
(Excluding dialyzer) Price Per Treatment (4008S NG)- Conventional HD if w/ out Heparin Unfractionated	Php 1,250.00
(Excluding dialyzer) Payment Terms	90 days

Price Per Treatment fee is inclusive of the following 99 Commercial, Inc. consumables;

Supplies (Conv. HD- 4008S NG)	Qty	Unit	- Usage or Treatmen/Un it	Remarks
a proportion of least	1	cont	75	
Citrosteril F00005158: 5L/cont	1	piece	100	
Diasafe plus 5008201; 1 pc	1	cont	4000	
Clearsurf 5085741; 1 cont	1	box	22	
Granudial AF 13 - 508823C; 100L/1box	1	box	80	
Granudial BI 84 - 508861C: 400L/1box	1	pe	1	*4008S NG onl
AV-Set - DT INF-E AP16641*	1		1	
AVF Needles x 2 any size; G16, G17, G15	1	set	280	
Dialyzer Disinfectant (as needed): 10 L	1	cont		THE STATE OF
Dialyzer Disinfectant (as needed): 5 L (if 5 Liters/Cont)	1 1	cont	140	
Perassay Test Strips (as needed); 100's/tube	1	tube	100	+
Residual Test Strips (as needed); 100's/tube	1 1	tube	100	
	1	kit	1	
Sterile HD Fistula Kit	1	tx	1.5	
Plain NSS; 1 Liter/bag or bot! Heparin Na; 5,000 IU/ml; (1/5 of 25,000 IU in 1 vial)	1	vial	5	

6.1	S. T. S. S. S.	300	treatments
Treatment Volume Lot Order	Php	1,300,00	
Price Per Treatment	Php	390,000.00	
Total Amount Per Lot Order	Unit	Oty	TE THE SAME
Items Description		4.0	TOWN - THE
Citrosteril F00005158; 5L/cont	cont	3.0	
Diasafe plus 5008201; 1 pc	piece	0.08	
Clearsurf 5085741; 1 cont	cont		
Granudial AF 13 – 508823C; 100L/1box	box	13.6	
Granudial BI 84 – 508861C; 400L/1box	box	3.8	-
AV-Set – DT INF-E AP16641*	pc	300.0	
AVF Needles x 2 any size: G16, G17, G15	set	300.0	
Dialyzer Disinfectant (as needed); 10 L	cont	1.1	
Dialyzer Disinfectant (as needed): 5 L (if 5 Liters/Cont)	cont	2.1	
Dialyzer Disinfectant (as needed), 5 E (ii 5 Extens 655)	tube	3.0	
Perassay Test Strips (as needed): 100's/tube	tube	3.0	
Residual Test Strips (as needed): 100°s/tube	kit	300.0	
Sterile HD Fistula Kit	botl	450.0	
Plain NSS: 1 Liter/bag or botl	vial	60.0	
Heparin Na; 5,000 IU/ml; (1/5 of 25,000 IU in 1 vial)	Viai	00.0	THE PARTY OF THE P

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II. Conventional HD Procedure: 600 treatments

Qty	Unit	Usage or Treatmen/Un	Remarks
1	cont	75	
1	niece	100	
1		4000	
1	box	22	
1	box	80	PATE STATE
+ ;	1	1	*4008S NG only
1 1	The second second	1	
1 1	1	280	
1		140	建筑 从 4 电
1		100	
1 1		100	e le la company
+ 1		1	
+ 1		1.5	
1 1	vial	5	
	1 1 1 1 1 1	1 cont 1 piece 1 cont 1 box 1 box 1 pc 1 set 1 cont 1 cont 1 tube 1 tube 1 kit 1 tx	Qty Unit Treatmen/Un 1 cont 75 1 piece 100 1 cont 4000 1 box 22 1 box 80 1 pc 1 1 set 1 1 cont 280 1 cont 140 1 tube 100 1 tube 100 1 kit 1 1 tx 1.5

	Carries N	600	treatments
Treatment Volume Lot Order	Php	1,300.00	
Price Per Treatment	Php	780,000.00	
Total Amount Per Lot Order	Unit	Qty	
Items Description	cont	8.0	
Citrosteril F00005158; 5L/cont	piece	6.0	
Diasafe plus 5008201; 1 pc	cont	0.15	
Clearsurf 5085741: 1 cont	box	27,3	Halles in
Granudial AF 13 - 508823C; 100L/1box	box	7.5	
Granudial BI 84 - 508861C; 400L/1box		600.0	
AV-Set - DT INF-E AP16641*	DC	600.0	Challe to the
AVF Needles x 2 any size; G16, G17, G15	set	2.1	The state of
Dialyzer Disinfectant (as needed); 10 L	cont	4.3	
Dialyzer Disinfectant (as needed); 5 L (if 5 Liters/Cont)	cont	6.0	Park Hinds
Perassay Test Strips (as needed); 100's/tube	tube	6.0	
Residual Test Strips (as needed); 100°s/tube	tube	600.0	Sent of the
Sterile HD Fistula Kit		900.0	Test teams
Plain NSS: 1 Liter/bag or botl	botl	120.0	
Heparin Na; 5.000 IU/ml; (1/5 of 25,000 IU in 1 vial)	vial	1 120.0	

Dialyzer Low Flux: 1.8 or lower sq. meter surface area Dialyzer High Flux: 1.8 or lower sq. meter surface area Php 1,200.00 Php 1,400.00





Price Per Treatment (5008 S)- ON Line HDF (Excluding dialyzer)	Php 1,550.00
Price Per Treatment (5008 S)- ON Line HDF if w/ out Heparin Unfractionated (Excluding dialyzer)	Php 1,500.00
Payment Terms	90 days

III. On Line HDF: 300 treatments

Supplies (On Line HDF Procedure)	Qty	Unit	Usage or Treatmen/Unit	Remarks
Citrosteril F00005158; 5L/cont	1	cont	60	
Diasafe plus 5008201; 1 pc	1	piece	50	2 pcs/machine
Clearsurf 5085741; 1 cont	1	cont	4000	A VENT
Granudial AF 13 – 508823C; 100L/1box	1	box	20	
Granudial BI 84 – 508861C; 400L/1box	1	box	60	
AV-Set – for 5008S OL HDF	1	pc	1	4008S NG only
AVF Needles x 2 any size: G16, G17, G15	1	set	1	The state of the s
Dialyzer Disinfectant (as needed); 10 L	1	cont	280	
Dialyzer Disinfectant (as needed); 5 L (if 5 Liters/Cont)	1	cont	140	
Perassay Test Strips (as needed); 100's/tube	1	tube	100	THE STATE OF
Residual Test Strips (as needed): 100's/tube	1	tube	100	
Sterile HD Fistula Kit	1	kit		of the said
Plain NSS: 1 Liter/bag or botl	0	tx		
Heparin Na: 5,000 IU/ml: (1/5 of 25,000 IU in 1 vial)	1	vial	5	

Treatment Volume Lot Order		300	treatments
Price Per Treatment	Php	1,550.00	N=112-53 (m)22
Total Amount Per Lot Order	Php	465.000.00	
Items Description	Unit	Qty	
Citrosteril F00005158: 5L/cont	cont	5.0	
Diasafe plus 5008201: 1 pc	piece	6.0	
Clearsurf 5085741; 1 cont	cont	0.08	
Granudial AF 13 – 508823C; 100L/1box	box	15.0	
Granudial BI 84 – 508861C; 400L/1box	box	5.0	Residence (
AV-Set - DT INF-E AP16641*	pc	300.0	
AVF Needles x 2 any size; G16, G17, G15	set	300.0	North Park Park
Dialyzer Disinfectant (as needed); 10 L	cont	1.1	
Dialyzer Disinfectant (as needed); 5 L (if 5 Liters/Cont)	cont	2.1	
Perassay Test Strips (as needed): 100's/tube	tube	3.0	
Residual Test Strips (as needed); 100's/tube	tube	3.0	and the second
Sterile HD Fistula Kit	kit	300.0	
Plain NSS: 1 Liter/bag or botl (not needed)	botl		
Heparin Na; 5,000 IU/ml; (1/5 of 25,000 IU in 1 vial)	vial	60.0	







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Supplies (On Line HDF Procedure)	Qty	Unit	Usage or Treatmen/Unit	Remarks
	1	cont	60	
Citrosteril F00005158; 5L/cont	1	piece	50	2 pcs/machine
Diasafe plus 5008201; 1 pc	1	cont	4000	
Clearsurf 5085741; 1 cont	1	box	20	
Granudial AF 13 - 508823C; 100L/1box	1	box	60	RELEASE PROPERTY.
Granudial BI 84 - 508861C: 400L/1box	1	pe	1	*4008S NG only
AV-Set - for 5008S OL HDF	1 1		1	
AVF Needles x 2 any size; G16, G17, G15	1	set	280	
Dialyzer Disinfectant (as needed); 10 L	11	cont	140	
Dialyzer Disinfectant (as needed): 5 L (if 5 Liters/Cont)	1	cont	100	Transfer a
Perassay Test Strips (as needed); 100's/tube	1	tube	100	
Residual Test Strips (as needed); 100°s/tube	1	tube	100	d 5-19-5-17 -cit
Sterile HD Fistula Kit	1	kit	1	The Paris of the P
Plain NSS; 1 Liter/bag or botl	0	tx		
Heparin Na; 5,000 IU/ml; (1/5 of 25,000 IU in 1 vial)	1	vial	5	

		600	treatments	_
Treatment Volume Lot Order	Php	1,550,00		
Price Per Treatment	Php	930,000.00		
Total Amount Per Lot Order		Oty		13
Items Description	Unit	10.0	405 - WA BOX	
Citrosteril F00005158: 5L/cont	cont	12.0		_
Diasafe plus 5008201; 1 pc	piece			-
Clearsurf 5085741; 1 cont	cont	0.15		-
Granudial AF 13 – 508823C; 100L/1box	box	30.0		-
Granudial BI 84 – 508861C: 400L/1box	box	10.0		-
	DC	600.0		_
AV-Set - DT INF-E AP16641*	set	600.0		_
AVF Needles x 2 any size: G16, G17, G15	cont	2.1		
Dialyzer Disinfectant (as needed): 10 L	cont	4.3	15-70 In 16-16	
Dialyzer Disinfectant (as needed); 5 L (if 5 Liters/Cont)		6.0		
Perassay Test Strips (as needed): 100's/tube	tube	6.0	The second second	
Residual Test Strips (as needed); 100's/tube	tube	600.0		Т
Sterile HD Fistula Kit	kit		THE RESIDENCE OF	_
Plain NSS: 1 Liter/bag or botl (not needed)	botl ·	-		-
Heparin Na; 5,000 IU/ml: (1/5 of 25,000 IU in 1 vial)	vial	120.0		-







SCHEDULE II

Equipment

I. Initial Installation-List of Equipment: Based on 1:4 Nurse to Patients Ratio

T. t. Dtesting	Quantity	Serial Number
Unit Description 4008 Next Gen Brand New Model Fresenius Machines	22	
5008S On Line HDF Brand New Model Fresenius Machines	02	
Dialysis Chairs (Locally Manufactured)	24	
Automatic Voltage Regulators ; 3 KVA (for Machines)	24	
Conc. Mixer; 100 L capacity	02	
Automated Reprocessing Machine: Double Header	02	Resident
Dialyzer Rack : 6's/pc	24	
Quick Connect Stainless Steel; G316; Main Treatment	24	
Quick Connect Stainless Steel; G316; Reprocessing	03	
Quick Connect Stainless Steel; G316; Mixing	03	
Quick Connect Stainless Steel; G316; ICU Rooms	05	
PEX Tubing; in lot; 100 meters/roll; 25 mm x 3.5mm	03	
Body Composition Monitor (BCM)	01	
Reprocessing Sink: 316 Stainless: 2 platforms with 2 sinks for Non-Infectious Patients	01	
Reprocessing Sink: 316 Stainless; 2 platforms with 1 sink For Infectious Patients	01	
Mixing Sink: 316 Stainless	01	
TDS Meter	01	
Water Treatment System; Double Pass; 9 & 5 membrane	01	
Break Raw Water Tank at least 1,000 L for WTS/R.O. Room: Stainless, 304 Grade	01	
Compression Sleeves; in lot	01	







SCHEDULE III

Maintenance Schedule

During the Contract Period and the Extended Contract Period, if applicable, 99 shall provide the following repair and maintenance service to the Equipment based on the current standard working procedures of 99 as listed below:

Regular Service

Hemodialysis Machines

One basic routine preventive maintenance services per year.

Corrective Maintenance:

Corrective maintenance attendance during office hours (Monday to Friday: 9:00AM - 6:00PM) ("Office Hours") except for emergency case. For emergency cases, 99 shall within seventy-two (72) hours after receipt of notice from the Center (which notice must be given during Office Hours or otherwise deemed to have been received by 99 at the commencement of the next Office Hours) respond and provide appropriate service.

Spare Parts:

Free replacement of all serviceable parts of the Equipment but parts replacement will be charged to the Center if the replacement needs arise from the operational mistakes of Center or from any breach of Center's obligations or warranties. Operational mistakes must be certified as such by product specialist/engineer of 99 and must be agreed as such by the Center. If there is party dispute between the parties as to whether the replacement needs arise from operational mistakes of the Center, the decision of the specialist/engineer of 99 shall be final and binding on the parties.

In the event of the Equipment's sudden breakdown, 99 will endeavour to send a technician for its repair at the latest/seventy-two (72) hours as of the date the written notification is received by 99 from the Center.

If the Equipment repairs as stated in the Clause above takes more than seventy-two (72) hours, 99 will provide a substitute equipment until the Equipment is back in operation.



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SCHEDULE IV

Premises

ALLIED CARE EXPERTS -MEDICAL CENTER ZAMBOANGA CITY, INC.



SCHEDULE V

Anti-Corruption Standards and Principles

A. Representations, Warranties, and Covenants

Center hereby represents, warrants, and covenants that in connection with the performance of its obligations under this Terms of Service:

- (i) Center has (to the best of its knowledge after conducting a reasonable inquiry) complied with and will comply with all applicable laws and applicable industry codes of practice, including, but not limited to, all applicable laws related to anti-corruption.
- (ii) No payment or gift of money, goods, services, or anything of value has been (to the best of Center's knowledge after conducting a reasonable inquiry) made, offered or promised or will be made, offered or promised, directly by Center or indirectly through any third parties, to any individual for favorable treatment in obtaining, retaining, or directing business for, or to obtain any special concession on behalf of Center or 99, its parent(s), subsidiary(ies), or affiliate(s) (collectively or individually, depending on the context, "99 COMMERCIAL, INC."). This includes, but is not limited to, a prohibition on any facilitation payments to any government official to expedite a routine government action, whereas the term "government official" ("Government Official") shall be read broadly and includes not only (i) individuals acting on behalf of governments on a national, regional and local level (such as elected officials, customs officials, tax officials, etc.), but also: (ii) individuals acting on behalf of government-owned or government-controlled enterprises (such as doctors and staff of public Centers and universities, etc.), (iii) individuals acting on behalf of public international organizations (such as the World Bank or OECD, etc.).
- (iii) Neither Center nor any person or entity acting on Center behalf has (to the best of Center's knowledge after conducting a reasonable inquiry) accepted, received or agreed to accept or receive or will accept, receive or agree to accept or receive, directly or indirectly, any payment or gift of money, goods, services, or anything of value from any individual for favorable treatment in obtaining, retaining, or directing business for, or to obtain any special concession on behalf of, Center or 99 Commercial, Inc..
- (iv) No person who both (a) holds an ownership interest, position, or title in Center or an ownership interest, position or title in any agent or affiliate of Center and is also (b) a Government Official, has used (to the best of Center's knowledge after conducting a reasonable inquiry) or will use his/her position as a Government Official to influence the award of business or regulatory approvals or any special concession to or for the benefit of 99 Commercial, Inc. Any such person will recuse himself/herself from any government decision relating to 99 Commercial, Inc. or its business.

B. Compliance with Anti-Corruption Principles

Center represents that it has received the following 99 Commercial, Inc. Business Ethics & Principles For Business Partners ("Anti-Corruption Principles"), understands the Anti-Corruption Principles, and agrees to abide by them. The Anti-Corruption Principles may be amended from time to time, in 99



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Commercial, Inc.'s sole discretion. For the purpose of this section, 99 and Center agree that the Anti-Corruption Principles delivered to Center constitute valid legal evidence of delivery to the Center and its possession thereof.

C. Books and Records

Center agrees to maintain, throughout the course of this Agreement and for a period of five (5) years thereafter, books and records that completely and accurately describe in detail all services rendered, payments made, and costs and expenditures incurred by Center in connection with this Agreement, and to maintain a system of internal accounting controls to ensure that all measures and transactions related to this Agreement are properly authorized by 99. The use of false documents is prohibited, as is the making of inadequate, ambiguous or deceptive bookkeeping entries and any other accounting procedure, technique or device that could hide or otherwise disguise the nature of the transaction at issue.

D. Certification

Center will, from time to time, at 99's request, certify its compliance with the terms of this Agreement, including this Anti-Corruption Section.

E. Duty to Advise and Monitor

Center agrees during the term of this Agreement (i) to advise all individuals and entities acting on Center's behalf in connection with the performance of this Agreement of the obligations in this Anti-Corruption Section, including the Anti-Corruption Principles, and (ii) to monitor such individuals and entities for compliance.

F. Duty to Report

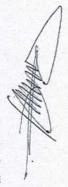
Center's and/or 99 Commercial, Inc.'s behalf has directly or indirectly, (a) provided, or offered to provide, anything of value to any individual, or (b) accepted, received or agreed to accept or receive, anything of value from any individual, in the hope or expectation of receiving favorable treatment in obtaining, retaining, or directing business for, or to obtain any special concessions on behalf of 99 Commercial, Inc., Center will immediately report such knowledge or suspicion to the 99 Commercial, Inc., Compliance Department at e-mail address: 99 Commercial, Inc.

G. Verification Rights

Center agrees to cooperate in any compliance investigation or audit that may be conducted by 99 Commercial. Inc., its counsel, or its internal or external auditors, related to this Agreement. Upon notice of an intended compliance investigation or audit, Center will, in a reasonable time, unless prohibited by law, make available to 99 Commercial, Inc. or a third party retained by 99 Commercial, Inc. (i) persons within the control of Center who 99 Commercial, Inc. or the third party wants to interview, and (ii) documents and data relating to the issue(s) under review, including, but not limited to, invoices and requests for expense reimbursement, supporting receipts and substantiation, and original entry records







for charges invoiced to 99 Commercial, Inc. or to a third party in connection with the services, and all payments made to or benefits conferred by Center on third parties in the course of Center performance of services under this Agreement or any related agreement. 99 agrees to cooperate to the same extent and under the same terms in any compliance investigation or audit that may be conducted by Center, its counsel, or its internal or external auditors.

H. No Assignment/Utilization of Third Parties

Center agrees not to make any assignment of (i) this Agreement or (ii) any or all of Center 's rights under this Agreement to any third party without prior written approval of 99. Further, Center will not utilize or employ any third parties or entities in connection with the performance of its duties under this Agreement without the prior written approval of 99.

I. Payment

Payments to Center by 99 will be made by check or wire transfer only. No cash payments will be made for products or services. All payments to Center will be made directly, and in the country where Center performed the work for which it is being compensated, or in the country of Center's home address.

J. Termination

Notwithstanding anything else in this Agreement or any other right 99 Commercial, Inc. may have, a breach of any of the provisions included in this Anti-Corruption Section by Center shall give 99 the right to terminate this Agreement with immediate effect. Any claims of 99 Commercial, Inc. under this Agreement may be initiated and maintained by 99 on behalf of 99 Commercial, Inc.







SCHEDULE VI

Treatment Protocol (Conventional HD-4008S Next Gen)

Price Per Treatment fee is inclusive of the following 99 Commercial, Inc. consumables;

Supplies (Conv. HD- 4008S NG)	Qty	Usage or Treatment /Unit	Remarks
Citrosteril/Citrien F00005158; 5L/cont	1	75	
Diasafe plus 5008201; 1 pc	1	100	
Clearsurf 5085741; 1 cont	1	4000	
Granudial AF 13 - 508823C; 100L/1box	1	22	
Granudial BI 84 - 508861C; 400L/1box	1	80	
AV-Set - DT INF-E AP16641*	1	1	*4008S NG only
AVF Needles x 2 any size; G16, G17, G15	1	1	
Dialyzer Disinfectant (as needed); 10 L	1	280	
Dialyzer Disinfectant (as needed); 5 L (if 5 Liters/Cont)	1	140	
Perassay Test Strips (as needed); 100's/tube	1	100	
Residual Test Strips (as needed); 100's/tube	1	100	
Sterile HD Fistula Kit	1	kit	HI RESERVE
Plain NSS; 1 Liter/bag or botl	1.5	botl	
Heparin Na; 5,000 IU/ml; (1/5 of 25,000 IU in 1 vial)	1	ml	

II. Treatment Protocol (Conventional Line HDF-5008 S)

Price Per Treatment fee is inclusive of the following 99 Commercial, Inc. consumables;

Supplies (Conv. HD- 4008S NG)		Usage or Treatment /Unit	Remarks	
Citrosteril/Citrien F00005158; 5L/cont	1	60		
Diasafe plus 5008201; 1 pc	1	100	2 Diasafe	
Clearsurf 5085741; 1 cont	1	4000		
Granudial AF 13 - 508823C; 100L/1box	1	20		
Granudial BI 84 - 508861C; 400L/1box	1	60		
AV Set Bloodline -On Line HDF With SF; 5008S	1	1	5008S On Line Only	
AVF Needles x 2 any size; G16, G17, G15	1	1		
Dialyzer Disinfectant (as needed); 10 L	1	280		
Dialyzer Disinfectant (as needed); 5 L (if 5 Liters/Cont)	1	140		
Perassay Test Strips (as needed); 100's/tube	1	100		
Residual Test Strips (as needed): 100's/tube	1	100		
Sterile HD Fistula Kit	1	kit		
Plain NSS: 1 Liter/bag or botl	0	botl		
Heparin Na; 5,000 IU/ml; (1/5 of 25,000 IU in 1 vial)	1	ml		





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SCHEDULE VII

Pricelist of Consumables and Related Supplies In Excess of Standard Usage

Article Number	Item Description	Units Per Box	Wholesale Unit Price	VAT	Gross Pric
	Polysulfone Low Flux Dialyzers				
	STEAM - STERILISED		2.7		
5007061	F6 HPS UF coeff.: 5.5, surface: 1.3	12	1,071.43	128.57	1,200.0
5007071	F7 HPS UF coeff.: 6.4, surface: 1.6	12	1,071.43	128.57	1,200.
5007081	F8 HPS UF coeff.: 7.5, surface: 1.8	12	1,071.43	128.57	1,200.
	Polysulfone High Flux Dialyzers				
	FX 80 Class (Single Use High Flux)	20	803.57	96.43	900.
	Polysulfone High Flux Dialyzers Steam-Sterilized				
5007161	F60 S UF coeff.: 40, surface: 1.3	12	1,250.00	150.00	1,400.
5007171	F70 S UF coeff.: 50, surface: 1.6	12	1,250.00	150.00	1,400
5007181	HF80 S UF coeff.: 55, surface: 1.8	12	1,250.00	150.00	1,400
	Hemodiafiltration Filters				
5007341	AV400S	12	5,089.29	610.71	5,700.
5007361	AV600S	12	5.089.29	610.71	5,700.
5008981	AV1000S	12	5,089.29	610.71	5,700
	Acid (Granudial in 100L Batch-Mixing)				
508823C	Each case contains 4bags + 1 bag of Dry Acid for 100L Mixing AF13 Acid Concentrate Granules (4 liters/tx; 25 treatment/box)		3,138.39	376,61	3,515.
	BI 84 Bicarbonate conc. 8.4 kg, 100L conc./bag (4bags/case =				
508861C	400L); good for 5 liters/bx; 420 grams/treatment or 80 treatments/fox	1	3,562,50	427.50	3,990
	bibag 650 gm; Bicarb granules	1	187.50	22.50	210
	ACF Acid-Premixed; 5 L	1	187.50	22.50	210
	BCF Blcarb-Premixed; 5 L	1	187.50	22.50	210
	Blood Lines & Transducer Protector				
AP16641	AV BLOODLINE SET B DT INF-E 4008S NG	24	160.71	19.29	180.
5017931	A/V BLOODLINE SET OnLine HDF Plus 5008R	24	312.50	37.50	350.
	Fistula Needles - Standard Fixed Wings A/V Fistula Needle Standard				
5082761	A 559 15 G 1,8 x 25 mm	50	26.79	3.21	30.
5082891	V559 15 G 1,8 x 25 mm	50	26.79	3.21	30.
5082771	A 659 16 G 1,6 x 25 mm	50	26.79	3.21	30
5082901	V-659 16 G 1.6 x 25 mm	50	26.79	3.21	30
5082721	A 17 G : 25 mm	50	26.79	3.21	30
5082911	V 17 G; 25 mm	50	26.79	3.21	30
5008201	On-Line Plus Diasafe Plus Filter:	10	4,571.43	548.57	5,120
5000201			4,071,140	040.01	0,120
E005334	Disinfection / Sterilization		2 200 40	274.02	2 505
5085331	Citrosteril 5 L; Machine Disinfectant (Internal)	1	2,290.18	274.82	2,565
	Citrein 5 L; Machine Disinfectant (Internal)	1	2,290.18 5,357,14	274.82 642.86	2,565 6,000
	Clearsurf; 1 Liter; Machine Disinfectant (External) Anti Coagulant, Disinfectant and Priming Solution		5,357.14		
	Peroxyacetic Acid & Hydrogen Peroxide Dialyzer Sterilant 3L	1	3,214.29	385.71	3,600
	Peroxyacetic Acid & Hydrogen Peroxide Dialyzer Sterilant 10L		10,714.29	1,285.71	12,000
	Peroxyacetic Acid & Hydrogen Peroxide Dialyzer Sterilant 5L	1	5,357.14	642.86	6,000
	Peracetic Acid Residual Test Strips 100's	1	1,339.29	160.71	1,500
	Peracetic Acid Perassay Test Strips 100's	1	1,339.29	160.71	1,500
	Plain NSS; 1 L	1	53.57	6.43	300
	Heparin; 5,000 IU; 1,000 IU/ ml vial (Porcine); 5 ml Heparin; 5,000 IU; 25,000 IU/ 5 ml vial (Porcine); per 1-ml	1	267.86 84.82	32.14 10.18	300 95
	Sterile HD Fistula Kit II	1	75.89	9.11	85
	Sterne Lid Fistura (VLII	-	10.09	2.11	63
	Sterile HD Fistula Kit I	1	58.04	6.96	65

1



SCHEDULE VIII

Pre-termination Fee

Description	Sample Computation
Original Contract Expiration Date	30-Nov-19
Effectivity Date of Termination	22-Aug-19
Unexpired Term of the Contract (In days)	100
Termination Fee per Calendar Day of the Unexpired Term of the Original contract	Php 16,460.00
Total Termination Fee	Php 1,646,000.00









99 Commercial, Inc.
539-A Kamuning St., Juna Subd., Matina, Davao City, Philippines
Tel. No.: (082) 285-2653
Fax No.: (082) 296-1004

Nº

8406

ACKNOWLEDGMENT RECEIPT

:Zemboenge City DRESS :			DATE:		
QUANTITY	LINUT	DESCRIPTION OF AR			
	UNIT		TIOLES		
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			Maurice Glaiza A. Madrazo		
PROVED BY:		RECEIVED BY:	Executive Secretary Premier Medical Center Zamboungs		
			Printed Name		
			Signature		
		DATE:	4 fa - 90		

AUXILLARY WORKS (DATA/VOICE/CCTV/FDAS) CONTRACT

AUXILLARY WORKS (DATA/VOICE/CCTV/FDAS) AGREEMENT (the "Agreement") is entered into upon the date of signing set forth below

BETWEEN:

(1) ACE MEDICAL CENTER - ZAMBOANGA CITY, referred to herein as the ACE, a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at <u>Don Alfaro St., Tetuan, Zamboanga City</u>, represented in this act by <u>DR. JAMES ROBERTSON PICHEL.</u>

And

(2) SPUDS Enterprises, a Single Proprietorship, duly-organized and existing under and by the laws of the Philippines, with address at 157B Don Alfaro St. Tetuan, Zamboanga City, Philippines, duly represented herein in this act by <u>REINEER TE CHIONG</u> referred to herein as the SPUDS,

WHEREAS, the ACE has decided to implement the construction of the AUXILLARY WORKS (FDAS & DATA/VOICE/CCTV), referred to herein as the PROJECT as part of the ACE Medical Center – Zamboanga City Building;

WHEREAS, the ACE has invited separate proposals from prequalified SPECIALTY Contractors to undertake the AUXILLARY WORKS (collectively referred to as the "WORKS") for the PROJECT based on the plans, drawings and specifications provided in the bid documents issued by the ACE;

WHEREAS, the SPUDS, representing itself to possess the necessary license(s) and permit(s), experience, technical competence and financial capacity to undertake and satisfactorily complete the AUXILLARY WORKS of the PROJECT, pursuant to its proposal dated September 2020 with the final bid proposal dated September 2020, copies of which are attached hereto as Annex "C" collectively and hereby made an integral part hereof;



WHEREAS, the SPUDS undertakes that it will diligently and continuously perform the WORK in accordance with the contract schedule approved by the ACE;

WHEREAS, the ACE, having ascertained that the bid proposal of the SPUDS is responsive and advantageous, and relying on the SPUDS'S representation of its competence and capability, has accepted the said proposal and awarded the CONTRACT therefore to SPUDS, in accordance with its Notice of Award dated October 23, 2020, a copy of which is attached hereto as Annex "D" and hereby made an integral part hereof;

WHEREAS, the SPUDS warrants that it is a bona fide independent contractor maintaining an independent business possessed with adequate capital and construction facilities and equipment to undertake the job contracted for.

NOW THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants, stipulations and agreements herein contained, and the payment by the ACE of a sum of money in the manner hereinafter specified, the ACE and the SPUDS have agreed, as they do hereby agree, and contract as follows:

IT IS HEREBY AGREED therefore as follows:

The WORKS shall proceed in accordance with Scope of Work and Timeline, a copy of which is attached hereto as Annex "E" and hereby made an integral part hereof;

1.0 Scope of Work

1.1 Kickoff Meeting

- (a) Project Design Planning (ACE & SPUDS)
 - (i) Proposed IT Architectural Mapping based on ACE floor plan (to be provided by ACE)
 - (ii) Conduct onsite premise survey with ACE designated personnel.
 - (iii) Collect information including
 - 1. Main Server Room (Data/Voice/CCTV Servers)
 - 2. Sub-server Areas (By Floor)
 - 3. Security Room (CCTV Monitoring Station)
 - 4. Office & User Requirements (Data/Voice/CCTV)
 - 5. Cabling Pathways (Vertical/Horizontal)
 - 6. Data/Voice/CCTV/FDAS Port Locations (Ceiling/Wall/Floor)
 - 7. Equipment Requirements (Data/Voice/CCTV/FDAS)
 - 8. Cabling Requirements (Data/Voice/CCTV/FDAS)
 - (iv) Discuss and formulate final project implementation plan based on above-mentioned gathered information for approval by ACE & SPUDS. (To be agreed & approved by both ACE & SPUDS designated personnel)
- (b) Project Implemention Planning (ACE & SPUDS)
 - (i) Project Inception and Site Analysis Report
 - 1. Minutes of the Kickoff Meeting
 - 2. Site and User Survey Report (Actual vs Floor Plan)
 - 3. Recommendations & Remarks
 - (ii) Project Implementation Plan Presentation
 - 1. Project Layout Plan (Cabling Layout & End Ports)
 - 2. Project Timetable and Schedule (GANTT Chart)
- (c) Final Project Implementation Plan
 - (i) Submit Final Project Implementation Plan (To be signed by ACE & SPUDS designated personnel)

1.2 Mobilization (SPUDS)

- (a) Submit a list of personnel to be assigned onsite with their corresponding roles based on Project Timetable & Schedule.
 - (b) Submit a list of deliverables per stage of implementation based on Project Timetable & Schedule.

1.3 Project Implementation (SPUDS)

(a) Rough-Ins (Piping/Cabling)

- (i) Network Backbone Rough-Ins
- (ii) Vertical Cabling Rough-ins
- (iii) Horizontal Cabling Rough-ins
- (b) End Port Termination (Switch-Port)
 - (i) Data Ports
 - (ii) Voice Ports
 - (iii) CCTV Ports
 - (iv) FDAS Ports
- (c) Data Cabinet Installation (Required Area to be cleared & secure)
 - (i) Main Server Data Cabinet (Data/Voice/CCTV)
 - (ii) Sub-server Data Cabinet (Data/Voice/CCTV)
- (d) Server Equipment Installation & Configuration (Requires Area to be cleared & secure)
 - (i) Network Equipment (Data)
 - (ii) PBX Server Equipment (Voice)
 - (iii) CCTV Server Equipment (CCTV)
 - (iv) FDAS Main Console Equipment (FDAS)
- (e) End Port Equipment Installation & Commissioning (Requires Area to be cleared & secure)
 - (i) User Data Port Installation & Commissioning (Data)
 - (ii) PBX Phone Installation & Commissioning (Voice)
 - (iii) CCTV Camera Installation & Commissioning (CCTV)
 - (iv) FDAS Sensor Installation & Commissioning (FDAS)
- (f) User Training
 - (i) Data Network User Orientation & Training (Data)
 - (ii) PBX Phone User Training (Voice)
 - (iii) CCTV User Training (CCTV)
 - (iv) FDAS Orientation & Training (FDAS)
- (g) Turnover & Final End-User Acceptance
 - (i) End-User Training Report
 - (ii) User Manuals & Guidelines
 - (iii) End-User Acceptance Certificate

1.4 Warranty & After-Sales Support (SPUDS)

- (a) Warranty
 - SPUDS shall provide onsite technical support to address and troubleshoot all SPUDS provided equipment concerns within 24 Hours after request.
 - (ii) In case of breakdown, SPUDS will supply and install a service unit replacement before pulling out the defective unit.
- (b) After-Sales Support (Valid for one (1) year after date of End-User Acceptance)
 - ACE shall have the benefit of the complete collective IT expertise of SPUDS technical personnel.
 - (ii) SPUDS will supply on a rotation basis (1) technician that will be present on site at least 6 days a week for a minimum of 2 weeks at a time.
 - (iii) Subject to SPUDS discretion, technician(s) will be rotated on a regular basis.



(iv) If by agreement of the parties a specific task not included or related to any of the above listed to those enumerated under Item 1 of this Agreement is to be undertaken by SPUDS, the same will be undertaken at the rate of P1,500.00 (ONE THOUSAND FIVE HUNDRED PESOS) per day excluding transportation, food and lodging which will be to the account of ACE)

2.0 TERMS & CONDITIONS

2.1 Terms

The term of this Agreement shall commence on the date set forth herein and shall continue for one (1) year (the "Term"), unless superseded at an earlier date by a separate Agreement mutually approved by ACE and SPUDS.

2.3 Work Conditions (ACE)

- (a) During each phase of implementation, it is clearly understood that the work area should be ready and cleared for access to prevent any accidents or conflict with concurrent work in progress.
- (b) In case of equipment installation and commissioning, the said area should be properly secured and fully turned over to ACE before SPUDS can proceed with the said implementation phase. This is to prevent possible loss or damage to equipment after implementation.
- (c) In case of delays in access to areas, ACE and SPUDS shall agree for an extension subject to agreed timelines signed by for both ACE and SPUDS.
- (d) SPUDS shall not be held liable for any delays caused by the above-mentioned conditions as well as other circumstances not related to SPUDS original agreed scope of work.

23 Additional Works

- (a) At any time during the implementation of the WORKS, ACE may request for Additional Works for an increase or modification in the quantities or scope of any item of work contracted herein, or to require additional item/s of work to be incorporated in the WORKS. This shall be supported by a signed change order reflecting the nature of work with timeline as well as additional charges if warranted. This shall be mutually agreed upon between ACE and the SPUDS and signed by both parties.
- (b) Any Additional Works shall not directly affect or modify the original agreed scope of work but shall be treated as a separate project which is subject to it's own terms and conditions.

3.0 CONTRACT PRICE & PAYMENT TERMS

3.1 Contract Price

For and in consideration of the SPUDS's faithful performance and its satisfactory completion of the WORKS, the ACE shall pay the former the total contract price of PHILIPPINE PESOS: FOURTEEN MILLION SIX HUNDRED THOUSAND PESOS (14,600,000.00) only.

The above-stipulated Contract Prices, and the unit prices, as contained in the Breakdown of Contract Amount/Bill of Quantities, from which these were derived are inclusive of the expanded value-added tax and all other taxes that the SPUDS might be liable to pay the government under this CONTRACT. It is clearly understood that the Contract Price likewise incorporates all costs that will be incurred by the SPUDS in the execution of the WORKS, including provisions for profit and general overhead, and including all other work that may not be specifically included in the plans and drawings but can be inferred therefrom to be required to complete the WORKS in accordance with the specifications.



3.2 Payment Terms (ACE)

- (a) Downpayment equivalent to 50% of the contract amount upon the ACE's issuance of the Notice to Proceed.
- (b) A partial payment equivalent to 20% of the contract amount shall be made upon submission of completed Rough-ins Report
- (c) A partial payment equivalent to 20% of the contract amount shall be made upon submission of completed End Port Termination Report
- (d) Payment of balance of 10% shall be made upon submission of End-User Acceptance Report.
- (e) In case of events beyond the control of both ACE & SPUDS, SPUDS can request for earlier release of appropriated payments subject to agreed signed order by ACE.

4.0 MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE

- (a) ACE and SPUDS shall enter into a confidential relationship with respect to the disclosure of certain Confidential Information and aim to ensure the same remains confidential.
- (b) Confidential information means all information in whatever form, whether disclosed to or learned by either ACE or SPUDS, pertaining in any manner to the business of the other Party, obtained directly or indirectly in writing, orally, or by investigation or inspection of tangible or intangible objects, computer hardware or software, including but not limited to: discussion and consultation, internal audit activities, IT activities, financial data, business plans, marketing plans, contractual agreements, documents, client names and client data. Confidential Information may also include information disclosed to a party by third parties with the mutual approval of ACE and SPUDS.



- (c) Confidential Information shall not, however, include information which:
 - (i) was public domain or made generally public prior to the time of disclosure;
- (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the other Party; or
- (iii) is in the possession of either ACE or SPUDS, without confidentiality restrictions, at the time of disclosure as shown by the files and records of the relevant Party immediately prior to the time of disclosure.
- (d) Non-use and Non-disclosure: Both ACE and SPUDS agree to restrict disclosure of Confidential Information solely to ACE's and executive level managers—specifically of ACE; and REINEER TE CHIONG of SPUDS. Neither ACE nor SPUDS shall share or reveal Confidential Information to any other staff or third parties, including independent SPUDS's or consultants, without the prior express written consent of DR. JAMES ROBERTSON PICHEL plus REINEER TE CHIONG. Both ACE and SPUDS agree to use reasonable means, not less than those used to protect its own proprietary information, to safeguard Confidential Information.



8.0 INDEMNIFICATION

SPUDS., Reineer Te Chiong, and SPUDS staff shall not be held liable for damages or losses directly or indirectly related to this Agreement.

9.0. MISCELLANEOUS PROVISIONS

9.1 In the event any provision of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

- 9.2 Except as expressly provided in this Agreement, the rights and obligations of either ACE or SPUDS under this Agreement shall not be assigned or transferred without the prior written consent of the other party.
- 9.3 The terms of this Agreement may only be varied or amended by agreement in writing between the Parties.
- 7.4 This Agreement is neither intended to create, nor shall it be construed as creating any joint venture or partnership or business relationship between ACE and SPUDS other than the engagement of SPUDS by ACE for Auxillary Works (Data/Voice/CCTV/FDAS).
- 9.5 This Agreement is executed and signed in two identical counterparts deemed to be one document. IN WITNESS WHEREOF, SPUDS and ACE, by their duly authorized representatives, have executed this Agreement on the date set forth below.

Reineer Te Chiong SPUDS Enterprises

157B Don Alfaro St. Tetuan Zamboanga City, Philippines

Signature

Dr. James Robertson Pichel
ACE Medical Center-Zamboanga City

Don Alfaro St. Tetuan Zamboanga City, Philippines

Signature

BEFORE ME, this 21st day of December, 2020, at the city above-named, Philippines, personally appeared DR. JAMES ROBERTSON PICHEL and REINEER TE CHIONG, with Driver's Lic. No. J04-95051111 and ID No. 2010-0722/37-C, respectively, both known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free acts and deeds, further acknowledging that the same is the act and deed of the corporate/business entity each represents and that they are duly authorized to sign the same.

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

Doc. No. 388; Page No. 79; Book No. 77; Series of 2020... ERNESTO S. GO

NOTARY PUBLIC

My commission expires on December 31, 2020

2nd Flr., 64 Tomas Claudio Street, Zamboanga City

Notarial Commission No. 4-2019

IBP OR No. 101722; 01-07-2020; IBP National, Manila

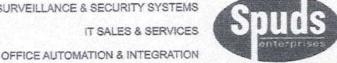
PTR OR No. 2017881; 01-02-2020; Z.C

Roll of Attorney No. 26793

TIN 114-347-902

SURVEILLANCE & SECURITY SYSTEMS

IT SALES & SERVICES



RENEWABLE ENERGY SOLUTIONS SOFTWARE SOLUTIONS

NETWORK INTEGRATION & SOLUTIONS

Manila (02)400-7701, Zamboanga (062)991-1177, Globe (0917)316-4731, Sun (0942)563-1359, Email: spudsenterprises@gmail.com

SCOPE OF WORK & TIMELINE (ANNEX E)

October 30, 2020

Dr. James Robertson Pichel ACE Medical Center-Zamboanga City Don Alfaro St. Tetuan Zamboanga City

Dear Dr. Pichel.

We are pleased to submit, for your kind consideration and approval, our scope of work and timeline for the ACE Hospital Auxillary Project (DATA/VOICE/CCTV/FDAS).

Scope of Work 1.0

Kickoff Meeting

- Project Design Planning (ACE & SPUDS) (a)
 - Proposed IT Architectural Mapping based on ACE floor plan (to be provided by ACE)
 - Conduct onsite premise survey with ACE designated personnel. (ii)
 - Collect information including (iii)
 - Main Server Room (Data/Voice/CCTV Servers)
 - 2. Sub-server Areas (By Floor)
 - Security Room (CCTV Monitoring Station)
 - 4. Office & User Requirements (Data/Voice/CCTV)
 - 5. Cabling Pathways (Vertical/Horizontal)
 - Data/Voice/CCTV/FDAS Port Locations (Ceiling/Wall/Floor)
 - Equipment Requirements (Data/Voice/CCTV/FDAS)
 - 8. Cabling Requirements (Data/Voice/CCTV/FDAS)
 - Discuss and formulate final project implementation plan based on above-mentioned (iv) gathered information for approval by ACE & SPUDS. (To be agreed & approved by both ACE & SPUDS designated personnel)
- Project Implemention Planning (ACE & SPUDS) (b)
 - Project Inception and Site Analysis Report
 - Minutes of the Kickoff Meeting
 - Site and User Survey Report (Actual vs Floor Plan)
 - 3. Recommendations & Remarks
 - Project Implementation Plan Presentation (ii)
 - Project Layout Plan (Cabling Layout & End Ports)
 - Project Timetable and Schedule (GANTT Chart)
- Final Project Implementation Plan (c)
 - Submit Final Project Implementation Plan (To be signed by ACE & SPUDS designated personnel)



SURVEILLANCE & SECURITY SYSTEMS

OFFICE AUTOMATION & INTEGRATION





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SOFTWARE SOLUTIONS

NETWORK INTEGRATION & SOLUTIONS

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1.2 Mobilization (SPUDS)

- (a) Submit a list of personnel to be assigned onsite with their corresponding roles based on Project Timetable & Schedule.
 - (b) Submit a list of deliverables per stage of implementation based on Project Timetable & Schedule.

1.3 Project Implementation (SPUDS)

- (a) Rough-Ins (Piping/Cabling)
 - (i) Network Backbone Rough-Ins
 - (ii) Vertical Cabling Rough-ins
 - (iii) Horizontal Cabling Rough-ins
- (b) End Port Termination (Switch-Port)
 - (i) Data Ports
 - (ii) Voice Ports
 - (iii) CCTV Ports
 - (iv) FDAS Ports
- (c) Data Cabinet Installation (Required Area to be Cleared & Secure)
 - (i) Main Server Data Cabinet (Data/Voice/CCTV)
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- (f) User Training
 - (i) Data Network User Orientation & Training (Data)
 - (ii) PBX Phone User Training (Voice)
 - (iii) CCTV User Training (CCTV)
 - (iv) FDAS Orientation & Training (FDAS)
- (g) Turnover & Final End-User Acceptance
 - (i) End-User Training Report
 - (ii) User Manuals & Guidelines
 - (iii) End-User Acceptance Certificate



SURVEILLANCE & SECURITY SYSTEMS

IT SALES & SERVICES





RENEWABLE ENERGY SOLUTIONS
SOFTWARE SOLUTIONS

NETWORK INTEGRATION & SOLUTIONS

Manila (02)400-7701, Zamboanga (062)991-1177, Globe (0917)316-4731, Sun (0942)563-1359, Email: spudsenterprises@gmail.com

IMPLEMENTATION TIMETABLE:

Legend:

- · Kickoff Meeting
 - o Project Design Planning
 - o Project Implementation Planning
 - Final Project Implementation Plan
- Mobilization
- Project Implementation
 - o Rough-Ins
 - Find Port Termination
 - Data Cabinet Installation (Requires Area to be Cleared & Secure)
 - Server Equipment Installation & Configuration (Requires Area to be Cleared & Secure)
 - End Port Equipment Installation & Commissioning (Requires Area to be Cleared & Secure)
 - User Training Turnover & Final End-User Acceptance

Note: Timeline is subject to change depending on area accessibility and clearance.

Month 1			Month 2			Month 3			Month 4				Month 5			Month 6		Month 7		4	Month 8							
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Thank you.

Truly Yours

Remeer Te Chiong

Manager | SPUDS Enterprises Conforme:



REPUBLIC OF THE PHILIPPINES Unified Multi-Purpose ID



CRN-0010-0525587-5



CHIONG GREEN MALE REINEER

TE
SEY M DATE OF BIRTH 1974/11/24
ADDRESS
UNIT 4 MURGA BLDG. TOMA

UNIT 4 MURGA BLDG. TOMAS CLAUDIO ST. ZAMBOANGA CITY ZAMBOANGA DEL SUR PHL 7000

SERVICE AGREEMENT

KNOW ALL MEN BY THIS PRESENTS:

This Contract is made and executed in the City of Zamboanga this ____ day of ____ by and between:

ACE MEDICAL CENTER INC. ZAMBOANGA, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office at Don Alfaro St, Brgy. Tetuan City of Zamboanga and duly represented by, DR. James Robertson Pichel, President hereinafter referred to as "OWNER";

-and-

PHILGEN ENVIRONMENTAL SERVICES CORP., a single proprietor and registered under Philippine laws, with postal address at 150 Philand Drive Ext., Tandang Sora, Quezon City and duly represented by its President, CHARLES B. CORDERO JR., herein called the "CONTRACTOR".

WITNESSETH THAT:

Whereas, the OWNER intends to build a Sewage Treatment Plant at "ACE MEDICAL CENTER INC. ZAMBOANGA Located at Don Alfaro St, Brgy. Tetuan City of Zamboanga hereinafter called the PROJECT;

Whereas, the CONTRACTOR has submitted a proposal for the design and building of said project, and Owner has accepted the said proposal;

Whereas, the CONTRACTOR, representing itself to possess the necessary license(s) and permit(s), experience, technical competence and financial capacity to undertake and satisfactorily complete the PROJECT, pursuant to its proposal dated _____ copies of which are attached hereto as Annex " " collectively and hereby made an integral part hereof;

Whereas, the OWNER, having ascertained that the bid proposal of the CONTRACTOR is responsive and advantageous, and relying on the CONTRACTOR'S representation of its competence and capability, has accepted the said proposal and awarded the CONTRACT therefor to the CONTRACTOR, in accordance with its Notice of Award dated ______, a copy of which is attached hereto as Annex "____" and hereby made an integral part hereof;

Whereas, the CONTRACTOR undertakes that it will diligently and continuously perform the WORK in accordance with the contract schedule approved by the OWNER;

NOW, THEREFORE, The Owner and the Contractor, for and in consideration of the foregoing premises and of the other covenants hereinafter named, agree as follows:





That the scope of work to be done by the Contractor, as herein authorized by the Owner for the subject Project herein referred to, consists of the following professional services:

- Process and equipment design of the Sewage and Medical Waste (pls coordinate with Rommel proper term) Treatment Plant for ACE MEDICAL CENTER INC. ZAMBOANGA, with a capacity indicated in the design basis. The designed treatment facility is capable of consistently reducing the BOD, COD, TSS, pH, Oil and Grease, and coli form surpassing to the DENR prescribed effluent requirements. Effluent must be detailed what criteria in the latest DENR requirements so that the design is responsive to the present and future standards as required by DENR (Coordinate with Engr Rommel). These detailed criteria shall be our baseline before accepting the work.
- Supply and installation of all electromechanical equipment STP specified under equipment summary.
- Supply and installation of necessary mechanical, plumbing and electrical works. Point of termination within the STP area only.
- Testing, start-up and commissioning of the wastewater treatment plant equipment and its appurtenances.
- Preparation and submission of three (3) sets of operation and maintenance manuals for the system.
- Prepare and submit BOQ that details the contract amount. The BOQ shall be the basis of progress and reference of the periodic invoice.
- Submission of three (3) sets Sign & Sealed as-built plan of Mechanical, Electrical and Plumbing Sanitary plans.
- Preparation of Engineers Report and assistance in processing of sewage treatment plant (STP) Discharge Permit to DENR with payment included.
- Promote necessary training to On-Site and Off Site ACE MEDICAL CENTER INC. ZAMBOANGA staff identified by the Owner for proper handling and operation of machineries and equipment.
- 10.0 Contractor's Safety Engineer The CONTRACTOR shall designate a responsible and competent person in-charge based on the Project Site, whose duty shall be the prevention of accidents and damage to the Project, the OWNER's property and adjoining property. The name and position of the person so designated shall be reported by the CONTRACTOR in writing to the OWNER for approval.
- 11.0 The implementation of the WORKS shall be in accordance with the construction schedule as approved by the OWNER and its Representative(s) referred to herein as the PROJECT MANAGEMENT TEAM (PMT). The CONTRACTOR shall likewise undertake all items and aspects of the WORKS in strict compliance with the design, plans and specifications prepared by the Contractor and approved by the OWNER for implementation.
- 12.0 The CONTRACTOR shall take all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project site and other persons who may be affected thereby; (2) the building and all materials and equipment to be incorporated therein; and, (3) other property at the site or adjacent thereto. The







CONTRACTOR shall indemnify the OWNER for any such damage, injury or loss to the OWNER, its officers, employees, agents and representatives.

3

Article II

CONTRACT AMOUNT AND MANNER OF PAYMENT

- 2.1 That the Owner agrees to pay the CONTRACTOR for professional services, the Contract amounting to Two Million Five Hundred Thousand Pesos (Php. 2,500,000.00)
- 2.2 That payments to the Contractor on account of the agreed Fee shall be made by the Owner as follows:
 - a. The OWNER agrees to pay the CONTRACTOR a down payment which is equivalent to **Thirty percent (30%)** of the Contract Price subject to recoupment upon receipt of NTP. The downpayment shall be released to the Contractor after 15 days from the receipt of the aforementioned contract documents.

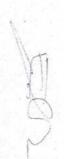
However, in the event that the CONTRACTOR failed to work on the schemes or drawings after payment is made, the CONTRACTOR shall return to the OWNER the down payment given to him within 10 days from the supposed commencement of the work. Failure of the CONTRACTOR to return the amount within the allotted time shall give the OWNER the right to impose a penalty of Two percent (2%) per month for every delay incurred in returning the entire amount equivalent to the down payment.

- b. The OWNER shall pay the CONTRACTOR the balance in a manner of progress billing in accordance with the value of the accomplished work. Upon submission of progress billing, the OWNER is given 30 days for payment settlement to review completion of specified scope of works.
- c. The remaining ten percent (10%) balance shall be paid <u>6 months after</u> the successful start-up and commissioning. Successful Start-Up and commissioning should be determined by result and passing the Effluent Analysis from the third party Laboratory that conform to the criteria set by the DENR.
- d. Any progress payment shall not be construed as an acceptance by the OWNER that the CONTRACTOR has satisfactorily performed or is satisfactorily performing the WORKS in accordance with the Contract Documents, or that such WORKS are free from defects of any kind, hidden or otherwise, or that the CONTRACTOR is complying or has complied with the provisions, terms, and conditions of the Contract Documents or of any of the CONTRACTOR's obligations thereunder.

Article III

Work Period and Liquidated Damages

3.1 The CONTRACT shall commence the work not later than five (5) days after the execution of this contract upon receipt of the notice to proceed, and shall regularly proceed and complete the work within Ninety (90) calendar days unless









prevented by fortuitous events, in which case the OWNER may extend the time accordingly.

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3.2 In the event that the work is not completed within the aforesaid period of time, the OWNER is entitled and shall have the right to deduct from any sum the amount equivalent ten percent (10%) of one percent (1%) of the contract price for every day of delay as LIQUIDATED DAMAGES, and not by way of penalty.

Article IV

Insurance

- 5.1 The Contractor shall take cognizance of the provisions of the other contract documents especially the Contractor's responsibilities and liabilities on materials, workmanship, labor and property as stipulated in the General Conditions. Performance Bond, equivalent to 20% of the Contract Price, to guarantee the faithful and satisfactory performance of the CONTRACTOR under this CONTRACT and to cover any claim of the OWNER against the CONTRACTOR, such as that for liquidated damages, such Performance Bond to remain valid until the WORKS has been completed and accepted by the OWNER, within fifteen (15) days after signing of the contract.
- 5.2 The CONTRACTOR shall render the OWNER, its officers or employees free and harmless from any obligation or liability that may arise from any claims and shall indemnify the OWNER, its officers or employees against such claims.

Article V

TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by either Party upon not less than seven (7) days written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination. If this Agreement is terminated due to Contractor's failure to substantially perform in accordance with the terms of this Agreement, Contractor shall receive no fees or reimbursable expenses other than those due for services actually rendered prior to the date of termination.
- 6.2 The OWNER may suspend or terminate the project or the CONTRACTOR's services at any time for convenience and without cause, upon written notice as stated above.
- 6.3 The OWNER may terminate the agreement at any time, upon written notice, if the architect fails substantially to perform any of the requirements of the agreement through no fault of the OWNER. Examples of an CONTRACTOR's substantial nonperformance includes but not limited to missing important deadlines, failing to follow the program or other OWNER instructions, failure to meet the OWNER's budget, or failure to keep the OWNER informed of important matters.
- 6.4 Habitual delay on delivering the contract documents required by the OWNER in accordance with the agreed time frame. Habitual delay means the CONTRACTOR's failure to deliver the documents on time for three times or oftener. In such case, the CONTRACTOR shall only be compensated with what has been accomplished prior to the termination of this agreement.







OTHER CONDITIONS ON SERVICES

7.1 Changes/Variation Orders

- The work and construction herein agreed to be done shall be subject to the directions of the OWNER's Engineer or Representative who shall supervise and certify the work hereby agreed to be done. No change orders shall be made by the CONTRACTOR unless the request came from the OWNER.
- b. Should the OWNER require the CONTRACTOR to perform work over and above that required by this Agreement, the additional cost shall be added to the Contract amount and, likewise, should he be ordered to omit work as required by this Agreement, the cost of work omitted shall be deducted from the Contract Amount. In either case, the cost of additions or reductions shall previously be mutually agreed upon in writing by both OWNER and CONTRACTOR upon recommendation of the Architect/Engineer before execution.
- 7.2 EQUIPMENT GUARANTEE. The contractor guarantees all the work and process equipment for a period of one (1) year from the date of final acceptance of the sewage treatment plant including but not limited to machineries & equipments, accessories and parts.

This warranty is subject to the following conditions:

- All design parameters and flow rate of the influent are strictly observed at all times within the specified limit as the data provided in our design;
- b. The equipment shall be properly maintained in accordance with the operation and maintenance manual and has never been subjected to external damages, overload conditions that may cause its early failure and void the guarantee.

Article VII

Dispute Resolution Between The Parties

- 8.1 The parties agree to settle disputes arising from any violation of the terms of this Contract among themselves by voluntarily attending scheduled meetings or negotiations for resolution purposes.
- 8.2 No party shall resort to any litigation without first availing of the dispute resolution between the parties.
- 8.3 In the event that settlement could not be attained or disputes cannot be resolved after the conducted meetings or negotiations, the dispute resolution shall now be elevated to the proper authority for arbitration.

Article VIII

Arbitration

9.1 The City Building Official shall act as an arbitrator/s to decide on the dispute arising from this Contract.







- 9.2 Notice of the demand for arbitration shall be filed by either party before the arbitrator/s with proper notice to the other party and demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by applicable statutes or laws for arbitration.
- 9.3 The Architect will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.
- 9.4 The award rendered by the arbitrator/s shall be final. Any award shall provide for payment within 30 days of the date of the award.

Article X

Other Conditions

- 10.1 No amendment or change of any of the provisions of this instrument shall bind either party unless agreed in writing by their duly authorized representatives or signatories.
- 10.2 The legal invalidity of any provision of this Contract or the Contract Documents shall not affect other provisions unless the latter are indispensably or inextricably related to the invalid one.
- 10.3 Any word or phrase used in this agreement shall be understood to have been used in its common definition. Any ambiguity as to the interpretation of technical terms or phrases used in this contract shall be resolved in favor of the OWNER.
- 10.4 This agreement contains the entire agreement of the parties. No other agreement, statement, or promises made on or before the effective date of this agreement will be binding on the parties, unless embodied in a separate agreement.
- 10.5 If any provision of this agreement is held in whole or in part to be void or unenforceable for any reason, the remainder of the provision or of the entire agreement will be severable and shall remain in effect.
- 10.6 This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
- 10.7 The parties hereby agree that any case arising from this agreement that cannot be resolved after exhausting all administrative remedies must be filed solely and exclusively in the appropriate courts of City of Zamboanga, Philippines.







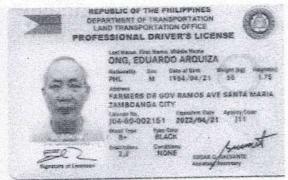
7

NOV 24 40
Done this at City of Zamboanga, Philippines.
ACE MEDICAL CENTER INC. ZAMBOANGA "Owner"
Represented by:
-0.
Calculation Rights
James Robertson Pichel PRESIDENT – ACE Medical Center
PHILGEN ENVIRONMENTAL SERVICES CORP.
"Contractor"
매우 승규는 얼마 가게 하는 것은 사람들이 가게 되었다.
Represented by:
CHARLES B. CORDERO JR. President
resident
Signed in the Presence of:
RODENTICO & SANCHEZ EDUARDO A. ONE
Republic of the Philippines)
City of Zamboanga)
ACKNOWLEDGMENT
a Notary Public for and in the City of Zamboanga this appeared the principal parties at the above-given place,
exhibiting competent proof of their identity as stated below:
ID Number Valid until/Issued on 1. James Robertson Pichel Driv. Liebox -95-05 IIII / PRC \$ 0092420
2. Charles Cordero Jr. Drive's Ucenst # N92-031236 Um10 # CRN-0099-4393573-2
known to me to be the same persons who executed the foregoing instrument and they
acknowledged to me that the same is their voluntary act and deed.
Doc. No. 211 ; ERNESTO S. GO
Page No. 44; My commission expires on December 31, 2020 Book No. 74; 2nd Fir., 64 Tomas Ciculio St., Zamboanga City

Series of 2019.

Notarial Commission No. 4 2019
IBP No. 069831; 01-17 2019; Manila
PTR No. 1825167; 01-03-2019; Z.C
Roll of Attorney No. 26793
TIN 114-347-902







General Contract

PROPOSED ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA OPERATING ROOM COMPLEX CONSTRUCTION

238 Don Alfaro St Tetuan Zamboanga City

CONTRACTOR AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into this __ day of JANUARY 2021, by and between:

ALLIED CARE EXPERT MEDICAL ZAMBOANGA, a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at 238 Don Alfaro St Tetuan Zamboanga, represented herein by its President, JAMES PICHEL, hereinafter referred to as the "ALLIED CARE EXPERT MEDICAL ZAMBOANGA"

-and-

CORPORATION, a corporation duly established and existing under and by virtue of Philippine laws with postal address at Unit 6 Wharf Plaza, 1010 Aurora Boulevard, Cubao Quezon City and the Team Leader of the Joint Venture of Mirae Construction, Inc., and OXUS MEDI-EQUIP PHILIPPINES CORPORATION, represented herein by its Managing Director, SEON HO CHOI, hereinafter referred to as the "CONTRACTOR";



WITNESSETH:

WHEREAS, ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA has accepted the bid of the CONTRACTOR for the construction of the 5 OPERATING ROOM, DELIVERY ROOM, OB-GYN ROOM AND RECOVERY ROOM for the ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA located at 238 Don Alfaro St Tetuan Zamboanga, herein after referred to as the "PROJECT".



WHEREAS, CONTRACTOR represented itself to be a legitimate labor contractor duly licensed and with an independent business having substantial capitalization and investment, fully equipped with the necessary tools, materials, equipment and manpower and possessing the necessary skills and competence to undertake the PROJECT and scope of works provided hereunder.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties to this Contract mutually agree, stipulate and covenant as follows:

ARTICLE 1 - SCOPE OF WORK

- 1.1 The CONTRACTOR shall undertake the design, supply and installation of proposed OPERATING ROOM, DELIVERY ROOM, OB-GYN ROOM AND RECOVERY ROOM for ALLIED CARE EXPERT MEDICAL ZAMBOANGA, located at 238 Don Alfaro St Tetuan Zamboanga City, in strict accordance with the negotiated Bid Proposals and subject to all conditions and requirements of the plans, drawings, specifications and other Contract Documents hereto attached and made integral part of this Contract.
- 1.2 The Scope of Work shall also include all activities needed to complete the PROJECT and as approved by ALLIED CARE EXPERT MEDICAL ZAMBOANGA. All the required activities are stipulated in the submitted proposal, which forms part of this Contract, including all undertakings, representations, warranties and answers to all queries, as clarified through emails, between the Parties.
- 1.3 The Scope of Work, as provided under Article 1 of this Contract and any revisions, alteration, as agreed to by both Parties, including any additional work and/or change order approved by the Owner is herein referred to as the "Work".

my -

ARTICLE 2 - CONTRACT PRICE

2.1 ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA hereby agrees to pay the CONTRACTOR for performance of the Work set forth in the Contract Documents the sum of Fifty-Nine Million Three Hundred Sixty-Six Thousand Two Hundred Sixteen Pesos (P59,366,216.40).



ARTICLE 3 - SCHEDULE OF PAYMENT

- 3.1 ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA shall pay the CONTRACTOR thirty percent (30%) of the Contract Price as Down payment. The payment will be paid by SOUTHWEST PREMIER HOSPITAL upon receipt of Performance bond (20% of Total contract value) or in the form of SURETY BOND as per clause 2.1.2.
- 3.2 ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA shall pay the CONTRACTOR forty percent (40%) 50 Days from the down payment as

2nd MILESTONE payment which compensates 40% Progress of the overall site works.

3.3 ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA shall pay the CONTRACTOR the remaining twenty percent (20%) 70 Days from the second payment equivalent to as 3rd MILESTONE payment which compensates 90% Progress of the overall site works during testing & commissioning.

3.4 ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA shall pay the CONTRACTOR the remaining 10% (last final payment) after achieving a substantial completion of the project with signed-off certificate of acceptance from PMT and with ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA

The Retention Amount shall only be released by the OWNER to the CONTRACTOR after the date the project has been handed over and submits warranty bond by CONTRACTOR, subject to the defect liability period. The defect liability period on all work performed on the Construction shall not be less than 2 (two) years from the acceptance by the OWNER of the certificate of completion of 100% of the Construction. This period shall not prejudice the OWNER as to any and all available rights and remedies afforded to it by governing law(s).

4.4. The balance of fifty per cent (10%) shall be paid in upon testing and commissioning.

ARTICLE 4 - CONFLICTS OR INCONSISTENCIES IN THE DOCUMENTS

4.1 In the event of any conflict or inconsistency between the provisions in the various Contract Documents, the documents shall have the following precedence:

First - Contract Agreement

Second - Uniform General Conditions of Contract CIAP 102 v. 2004.

Third - Specifications and Codes

Fourth - Drawings

Fifth - Any document incorporated as Sections or Appendices to

the contract agreement

Sixth - RFI's, SI's and Site Memos including Meeting minutes

ARTICLE 5 - TIME OF COMPLETION

5.1 The Contractor agrees to complete the entire work and turnover the Operating Room Complex within a time bar of 150 days from Receipt of Notice to Proceed (NTP) and Down payment.

ARTICLE 6 - LIQUIDATED DAMAGES

In the event that the CONTRACTOR refuses or fails to complete the Construction within the time specified herein or within the validity of extensions that may be granted by the OWNER, if any, the SOUTHWEST PREMIER HOSPITAL is hereby authorized to deduct liquidated damages from any amount due or which may hereafter become due to the CONTRACTOR as its fee under this Contract.





The liquidated damages shall be equivalent to 0.3% (zero point THREE percent) of the total contract amount for each calendar day of delay until the Construction is completed.

The payment and acceptance of liquidated damages shall not be construed as a waiver on the part of the PRINCIPAL of its rights under this Contract or pertinent law on the matter by reason of the refusal or failure of the CONTRACTOR to complete the PROJECT within the time frame specified in the Contract.

ARTICLE 7 - WITHHOLDING OF PAYMENT AND APPLICATION

The OWNER is authorized by the CONTRACTOR to withhold any payment due the latter and to apply such payment as settlement of an obligation but only to the extent of such lawful claim, demand, debt or obligation, in any or all of the following instances: (i) in case of breach by the CONTRACTOR of any of its representation, warranty/ies, obligation/s to the PRINCIPAL under this Contract; (ii) when the CONTRACTOR owes the PRINCIPAL a sum of money; (iii) when there is a lawful claim or demand made against the OWNER which will make or hold the PRINCIPAL liable therein; and (iv) analogous causes, or such other causes as may be authorized by existing laws.

ARTICLE 8 - ACCEPTANCE

The contractor hereby represents and warrants that every fact stated or represented by the Contractor, or by any personnel or agent of the Contractor, to the Owner, or to a personnel or representative thereof in or in connection with any proposal or bid made by the Contractor in respect of the Work, is true and agrees that the Owner shall be conclusively deemed to have relied on such representation or statement in entering into this Contract. The Contractor warrants that he is properly and completely licensed as required by the law and will assign competent and properly licensed personnel in the execution of the work.

ARTICLE 9 - LIABILITY

The CONTRACTOR shall hold ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA free and harmless from any claim or demand, or any obligation or liability it may incur in, carrying out this Contract regardless of its nature and source whatsoever.

The CONTRACTOR shall further hold ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA free and harmless from any claim or demand which may be filed, including any judgment or award obtained, by its workers against the PRINCIPAL by reason of their employment, or assignment under this Contract involving but not limited to violation of the Labor Code, and other labor laws, decree, order, rules and regulations, which are now in effect or which may hereafter be enacted, the intent and purpose being to absolve, free and discharge SOUTHWEST PREMIER HOSPITAL absolutely and unconditionally from any and all such claim, or demand.

In case a labor inspection is made at the premises of ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA where violations of labor laws, standards and social legislations are found, the CONTRACTOR shall defend the ALLIED CARE EXPERT MEDICAL CENTEE in such complaint or proceeding all at its own expense, further indemnifying the ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA for any damages including such expenses it may incur therein such as lawyer's fees and litigation expenses, the intent and purpose being to absolve, free and discharge the ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA absolutely and unconditionally from any and all liability, claim, or demand.

Finally, any and all expenses incurred by ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA in prosecuting and/or enforcing a claim against the CONTRACTOR, including litigation and attorney's fees, or defending its right or interest under this Contract from the latter or any third person, shall be for the sole and exclusive account of the CONTRACTOR, the intent and purpose being to absolve, free and discharge the ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA absolutely and unconditionally from incurring such expenses.





ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR shall be liable and indemnify the ALLIED CARE EXPERT MEDICAL ZAMBOANGA in full for any and all loss, damage or injury to the latter's property, and that of its officers and employees, or to any bodily injury including death of any person, if, upon and after proper investigation by the ALLIED CARE EXPERT MEDICAL ZAMBOANGA, the loss, damage or injury or death was due to the willful or negligent act or omission of its officers, employees and workers of the CONTRACTOR. These acts shall include but not limited to theft, robbery, damage to property, physical injuries, and other felonious and unlawful acts. The liability shall likewise include indemnification for all consequential losses and damages.

SPECIAL TERMS AND CONDITIONS

1.0 OWNER'S RESPONSIBILITIES

The Owner shall make the area available to the Contractor upon issuance of Notice to Proceed.

2.0 CONTRACTOR'S RESPONSIBILITIES

2.1 INSURANCES

2.1.1 The Contractor shall provide the following insurance coverage for this contract:

TYF	PE OF POLICY	AMOUNT						
(a)	Contractor's All Risk (CAR)	Material damage coverage equivalent to Contract Price with a deductible of P200,000 for acts of God or P100,000 for other perils.						
(b)	Third Party Liability	P100,000 combined single limit both of the bodily injury and property damage with a deductible of P50,000 for Third Party Property damage only						



2.1.2 The Contractor shall provide adequate Insurance including, but not limited to, Personal Accident Coverage of their own personnel amounting to P50,000, and Third-Party coverage of motor vehicle to be used within the Project amounting to P500,000.

2.2 BONDS

The contractor shall, at his own expense, submit to the Owner a Surety Bond for the entire amount of the Advance Payment (down payment).

2.3 TEMPORARY FACILITIES

Contractor shall provide at his own expense complete temporary facilities with complete area for sanitary, lightings, fire protection, ventilation, and the likes required for the execution of the works as follows:

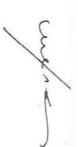
- 2.3.1 Barracks for construction workers
- 2.3.2 Perimeter fence
- 2.3.3 Project Office
- 2.3.4 Warehouse
- 2.3.5 Portalets at Construction's Area
- 2.3.6 Any other required temporary facility

2.4 CLEAN UP

- 2.4.1 The Contractor shall undertake a daily clean-up of the work area in compliance with Article 40 of General Terms and Conditions, Regular inspection of working area shall be undertaken by the PM. Processing of progress payment may be withheld for non-compliance for this provision.
- 2.4.2 The Contractor shall maintain properly all permanent / temporary roads / access during construction and shall ensure that all tires of trucks will be cleaned before leaving the project site to eliminate the possibility of transporting mud or debris off the site. Dust control will be maintained on all roads at all time. Street sweepers shall be maintained to ensure road to be free of dirt. Processing of progress payment may be withheld for non-compliance for this provision.
- 2.4.3 The Contractor shall provide containers for solid wastes. The containers shall be placed in conspicuous places and shall be disposed daily to disposal areas authorized by the approved Government agencies.
- 2.4.4 Human wastes shall be contained or deposited in storage tank thru Portalets and shall be regularly disposed to disposal area authorized by the approved Government agencies. Septic tanks are prohibited on the site.
- 2.4.5 The Contractor shall keep the project site free from any fuel, oil and lubricants spillage.
- 2.4.6 The Contractor shall execute the whole work (project) in an environmentally acceptable manner. The Owner has the authority to determine and request the Contractor the implementation and compliance of all environmental aspects in conjunction with DENR's requirements.

2.5 SAFETY

- 2.5.1 Contractor shall ensure compliance of the safety requirement
- 2.5.2 Contractor shall provide safety headgear, safety harness and foot protection to all workers within the project site at all times.
- 2.5.3 Contractor shall assign an accredited Safety Engineer on a full time basis.
- 2.5.4 Contractor shall provide and maintain accesses and egresses





on all work areas complete with required railings and landings.

2.6 FIRE PROTECTION AND DISASTER CONTROL

- 2.6.1 Contractor shall provide a fire protection and disaster control plan for the entire project execution of work.
- 2.6.2 Fire extinguishers shall be provided at all times when working involves open flames.
- 2.6.3 Adequate water reservoir with fire hoses shall be provided at the Contractor's temporary facilities.

2.7 SECURITY

- 2.7.1 The Contractor shall provide adequate security personnel to assure daily project security.
- 2.7.2 Security of the Owner's supplied materials shall be the responsibility of the Contractor. Loss of Owner supplied materials shall be replaced by the Contractor at his own expense.

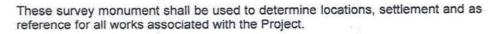
2.8 SITE CONDITIONS

It is agreed that the Contractor has examined the site of the work and has satisfied himself as to the nature and location of the work and local condition at the site, the equipment and facilities needed prior to and during the execution of the work, the means of access to the site, execution of the work, the means of access to the site, local accommodation and all necessary information as to risks, contingencies and circumstances and all other matters which can in any way affect the work. It is the responsibility of the Contractor to determine the completeness, accuracy and validity of all information and data relative to the Project. No claims arising from inaccurate, incorrect, or insufficient information from whatever source shall be entertained.



2.9 PERMANENT BENCH MARKS AND SURVEY MONUMENTS

The Contractor shall construct (2) permanent bench marks in a manner that precludes movement of settlement of same, near the sites of construction for the purpose of determining any settlement that may occur within the works during the progress of construction.





2.10 SPECIAL ENVIRONMENTAL REQUIREMENTS

2.10.1 The Contractor shall minimize generation of noise at the project site by installing temporary sound barrier system and by ensuring that all construction equipment are maintained, regularly checked and all silencing devices maintained fully operational.

2.11 UTILITIES

2.11.1 Water

The Contractor shall provide all water requirements needed for the entire duration of construction.

2.11.2 Power and other utilities

The Contractor shall provide all power and other utilities requirements needed for the completion of the project.

2.12 CHANGES

From time to time during the execution of the work, the Owner/Designer may issue technical and administrative instructions or changes and revisions to previously issued documents (including, but not limited to, drawings, specifications, design notes, memos, letters, field instructions and responses to Requests of Information). The routine issuance of these documents or revised documents cannot be interpreted as an Owner approved or instructed change to Contract Schedules, Prices, or Scope of Work but nevertheless Contractor shall proceed to comply with the content and intent of such documents.

In the event that any such document issued to the Contractor is considered by the Contractor to represent a change to Schedules, Contract Price or Scope of Work, or any other contract condition, then the Contractor shall notify the Owner at the earliest possible time. If there's no notification received by the Owner within ten (10) calendar days of the Contractor's receipt of the document, then it is agreed that no contract adjustment is required and the Contractor shall proceed to comply with the content and intent of such document.

If the Contractor notifies the Owner that the document in question <u>does</u> represent a change to a contract condition, the details and specific contract adjustment proposed by the Contractor shall be notified to the Owner within ten (10) calendar days of the issuance of the Contractor's Initial Notification.

In no case shall the Contractor proceed with any work which he considers requires an adjustment to the contract without written approval of the Owner.

R

NOW THIS AGREEMENT WITNESSETH

The OWNER engages the CONTRACTOR to provide those services described in the terms as set out in this Agreement, the CONTRACTOR agrees to provide those services on and

NOW THIS AGREEMENT WITNESSETH

for and on behalf of the

SIGNED

The OWNER engages the CONTRACTOR to provide those services described in the terms as set out in this Agreement, the CONTRACTOR agrees to provide those services on and

in the presence of

	ALLIED CARE		
	EXPERT MEDICAL		
	ZAMBOANGA		
	MR. JAMES PICHEL President	JEANNE J. PIOQUII. Witness	ψp
SIGNED	for and on behalf of		
	OXUS MEDI-EQUIP PHILE	S	
,	MR. SEON HO CHOI Managing Director	CAMPLE &	Home F. MADIDED
	ACKNO	WLEDGEMENT	
REPUBLIC CITY OF Z	OF THE PHILIPPINES} AMBOANGA	} S.S.	
BEFORE M personally a	IE, a Notary Public on this day of appeared:	f of	_ 2020 the following
NAME		CTC/ACR/Passport	Date/Place Issued

ALLIED CARE EXPERT MEDICAL ZAMBOANGA MR. JAMES PICHEL OXUS MEDI EQUIP PHILS. INC.

Diverti licenge no. Jo4-95-05/111

OXUS MEDI EQUIP PHILS. INC. MR SEON HO CHOI

G0000089646

July 12, 2018

Both known to me the persons who executed the foregoing instrument.

This instrument consisting of _____ (___) pages, including this whereon the acknowledgement is written, has been signed by the parties and witnesses on each and every page thereof and acknowledged to me that the same is their free and voluntary act and deed as well as of the entities they present.

WITNESS MY HAND AND NOTARIAL SEAL, this ___ day of _____

, this ___ day of __FEB 23 LUZI

at City of

Doc. No. 272; Page No. 56; Book No. 78; Series of 2021 ERNESTO S. GO
NOTARY PUBLIC
My commission expires in December 31, 2022
2nd Fir., 64 Tomas Cir. 14, Zamboanga City
Notarial Com. 14, Zamboanga City
Notarial Com. 16, 2023, 10F National, Manila
PTR OR No. 2017881; 01-02-2020; Z.C
Roll of Attorney No. 26793
Tin 114-347-902

and a





MANALANG AND SONS BUILDERS & DEVELOPERS INC.

Unit B-1, G/F Picar Building 1, 5470 Pres, Osmeña Highway cor. Gen. Mascardo St., Brgy. Bangkal, Makati City 1233 Telefax No.: +632 8365-2774 Email: info@mas.ph

DESIGN SERVICES PROPOSAL & AGREEMENT

PROJECT

ARCHITECTURAL INTERIOR DESIGN CONSULTANCY

LOCATION :

PROPOSED ACE MEDICAL CENTER, ZAMBOANGA CITY

OWNER/CLIENT : DR. JAMES ROBERTSON C. PICHEL

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this 7th day of January, 2021 by and between ALLIED CARE EXPERTS (ACE) MEDICAL CENTER - ZAMBOANGA CITY, INC. represented by its President, DR. JAMES ROBERTSON C. PICHEL, with postal address at CNN and Go Law Offices, 64 Tomas Claudio Street, Zamboanga City, the First Party, hereinafter called the OWNER/CLIENT, and MANALANG AND SONS BUILDERS & DEVELOPERS INC. (MAS INC.) represented by its CEO and Principal Architect, AR. MAILA MANALANG, with postal address at Unit B-1, G/F Picar Building 1, 5470 Osmeña Highway, Bangkai, Makati City, the Second Party, herein called the ARCHITECT.

WITNESSETH:

Whereas, the OWNER intends to have architectural interior design on the Proposed Southwest Premier Hospital in Zamboanga City, with a total floor area of 4000.00 sq.m., hereinafter called the PROJECT.

Whereas, the Architect is engaged in the business of providing the architectural interior design and consultation services required to be performed for the Project and the Owner desires to avail itself of the services of the Architect.

NOW, THEREFORE. The Owner and the Architect, for and in consideration of the foregoing promises and of the other covenants hereinafter named, agree as follows:

I. SCOPE OF THE WORK

(i) Design services cover the following areas:

GROUND FLOOR	Floor Area in SQ.M.
	232.34
Main Lobby	41.51
Lift Lobby	108.53
Cashier (Hallway)	100.35
THIRD FLOOR	
Hallway	509.94
Dialysis Department	330.51
FOURTH FLOOR	
Hallway	600,83
Female Common Toilet	21.68

Allied Care Expert Medical Center, 2C / MAS Inc., 2021-01-07



Tota	3771.22 SQ.M.
Cafeteria	- 159.80
Dental Clinic	97.5
Eye Center	114,01
TENTH FLOOR	
Chapel	125.65
NINTH FLOOR	
Children's Ward	184.87
Hallway	510.95
EIGHTH FLOOR	
Isolation Room 615	16.90
SIXTH FLOOR	
Nurse Station	22.13
Nurse Station	20.76
Patients Suite Room 530	24.96
Patients Room 542	16.81
Patients Room 524	19.08
Patients Room 501	16.19
Hallway	559.54
FIFTH FLOOR	· · · ·
Male MD's Toilet	8.81
Female MD's Toilet	15.24
PWD Common Toilet	3.69
Male Common Toilet	8.99

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II. RESPONSIBILITIES OF THE PARTIES

- (i) Owner shall:
 - a) Provide full information of the Project;
 - Designate a representative authorized to act on its behalf with respect to the Project. The authorized representative shall examine files submitted by the Architect and shall render recommendation pertaining thereto promptly;
 - c) Furnish required support and assistance as expeditiously as necessary for the orderly progress of the Architect's services;
 - d) Disburse the necessary payments to the Architect expeditiously upon completion of the targeted milestone outputs.
- (ii) Architect shall render professional services consisting generally of the following phases:
 - Phase 1 Technical Consultation and Design Phase
 - Phase 2 Design Development Phase
 - Phase 3 Contract Development Phase

Phase 1 - TECHNICAL CONSULTATION AND DESIGN PHASE

The services rendered during Phase 1 shall include the following:

- a) Consultation with Owner to determine the scope of the Project—conceptual designs for selection to the next phase, detailed works to be done, objectives and requirements, cost estimates, and schedules;
- b) Virtual investigation of the site and immediate vicinity through zoom or similar applications;
- c) Preparation of preliminary interior designs and layouts;

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d) Submission of electronic copy of schematic drawings to Owner through e-mail for comment and approval.

Phase 2 - DESIGN DEVELOPMENT PHASE

The services rendered during Phase 2 shall include the following:

- a) Based on approved preliminary designs, preparation of detailed plans, designs and specifications required for invitation to bid for the succeeding construction works;
- b) Submission of electronic copy to Owner for comment, final approval and authority to proceed further with design studies

Phase 3 - CONTRACT DEVELOPMENT PHASE

The services rendered during Phase 3 shall include the following:

- a) Prepare and develop working drawings based on the approved design development documents, set in detail all plans and estimates;
- b) Prepare comprehensive specifications, describe types, quality, materials and finishes;
- c) Suggest sources for specified materials;
- d) Prepare the bill of quantities, primarily needed for monitoring the most probable project costs;
- e) Furnish Owner with complete construction drawings, and comprehensive specification as necessary.

II. DELIVERABLES

- Electronic copy of preliminary/schematic drawings to be sent through e-mail(for initial review and approval of Client;
- (ii) Electronic copy of design development documents for final approval;
- (III) One set each:
 - Approved Final Architectural Interior Design Drawings in A3 size only, or soft copy
 - Approved Bill of Quantities/Bill of Materials in A4 size, or soft copy
 - Approved List of Sources for Materials (at least 3 brands) in A4 size, or soft copy

Approved Final Design, along with BOQ and List of Sources Materials shall be turned over to Client upon receipt of full payment of Phase 3 or Contract Development Phase.

III. CONTRACT AMOUNT AND TERMS OF PAYMENT

The Owner shall pay the Architect as consideration of the design services contemplated herein the amount of:

Php 1,000.00 per sq. m. x total area of 4000 sq. m. or FOUR MILLION PESOS (Php 4,000,000.00), VAT inclusive.

Total Contract Amount of FOUR MILLION PESOS (Php 4,000,000.00), VAT inclusive, shall be paid as follows:

- (i) Down payment in the amount of EIGHT HUNDRED THOUSAND PESOS (Php 800,000.00) representing Twenty Percent (20%) of the Contract Amount to be paid upon acceptance of this Agreement;
- (ii) First Progress Payment in the amount of ONE MILLION FOUR HUNDRES THOUSAND PESOS (Php 1,400,000.00), or 35% of Contract Amount payable upon submission of preliminary drawings for client's initial review
- (iii) Second Progress Payment in the amount of ONE MILLION FOUR HUNDRED THOUSAND PESOS (Php 1,400,000.00), or 35% of Contract Amount payable upon submission of revised drawings for client's review

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(iv) Full Payment in the amount of THREE HUNDRED THOUSAND PESOS (Php 400,000.00), or 10% of Contract Amount payable upon release of final design drawings and details.

IV. DURATION OF THE PROJECT

The Design Phase of the Project shall be completed in fifty (50) working days from date of receipt of down payment. The Project Duration may be changed/revised upon mutual agreement by the Parties.

The duration of work shall be reasonably extended if the following occurs:

- (i) Additional work is required other than approved scope of work
- (ii) Delayed response from Client regarding design feedback
- (iii) Additional revision on design beyond limit of 3 revisions
- (iv) Delayed Payments
- (v) Force Majeure or Civil Unrest

V. ARCHITECT-IN-CHARGE / PROJECT SUPERVISION

- (i) A Project Architect shall be assigned to handle the Project. He/She is in charge of handling the drawing production, work schedule, progress reports, endorsement of billing to MAS Inc. accountant, and other forms of communication pertaining to the project.
- (ii) Virtual meetings between Project Architect/Design Assistant and Client shall be conducted during workdays from Monday to Friday, within 9 AM to 5 PM only.

VI. REVISIONS / ADDENDUM

- (i) Revisions for final design shall be limited to three (3). Additional revisions will incur a drawing fee of Php 1,500.00 per area.
- (ii) Final set of designs shall be signed by Client as affirmation that all details have been reviewed and overall design is in accordance with his/her requirements. Any changes thereafter shall be treated as Addendum and Architect shall provide another contract for such.
- (iii) Items or works requested by Client that are not included in this Contract shall be treated as Addendum and Architect shall provide another contract for such.

VII. EXCLUSIONS

- (i) Architectural and Engineering Design Services
- (ii) As Built Documentation Design Services
- (iii) Site Construction Supervision Work and Construction Management Work
- (iv) Architectural-Related Supervision Work
- (v) Purchasing of Materials and Furniture Items or any Purchasing-Related Work
- (vi) Any other Design Service or Work not stated in the Scope of Work

VIII. LEGAL COMPLIANCE

Architect warrants that all designs and plans shall be in accordance with the existing and applicable laws for the Project such as but not limited to the National Building Code.

IX. SUSPENSION OF PROJECT

Architect reserves the right to suspend project if there is a delay in payment, refusal to pay by Client, or if payment made is less than what is due. Allied Care Expert Medical Center, ZC / MAS Inc., 2021-01-07

X. TERMINATION

This Agreement may be terminated by either party through a seven (7) day prior notice to the other party, provided, Architect shall be compensated with all the works rendered at the time of termination. This Agreement may also be terminated by either party by reason of breach, default or failure to comply with the terms and conditions herein by the other party. In case of breach or default, this Agreement may be terminated by giving the defaulting party at least seven (7) days prior notice, and Architect shall be compensated for all the works rendered at the time of termination.

XI. SETTLEMENT OF DISPUTE

Any dispute or conflict arising out of or in connection with this contract shall first be settled amicably by negotiation within twenty (20) working days from the notice of the occurrence of the dispute.

However, in the event that there is failure in the negotiation, both parties agree that any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the PDRCI Arbitration Rules as at present in force.

The place of Arbitration shall be in Makati City, Philippines. Any and all fees and expenses relative to said arbitration shall be equally borne by the parties.

IN WITNESS WHEREOF, the parties have executed this Design Service Agreement on the day and in the place first above written.

Owner:

Architect:

ALLIED CARE EXPERTS (ACE)
MEDICAL CENTER - ZAMBOANGA CITY, INC.

MANALANG AND SONS BUILDERS & DEVELOPERS INC.

BV

DR. JAMES ROBERTSON C. PICHEL

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ACKNOWLEDGEMENT

ATTY. HORERY M. D. UZ

NOTARYDUBLIZ

UNIT Consember 31 2021

Appl No M-37 Maketi City
IBP #136889 for 2021 RSM
SC Nell No 59597

PTR #85533515, Jan 04, 2021-Maketi
MCLE Complemes No VI-0028451
Issued on 08-28-2918, Valid until 04-14-2022
Unit 301 3 Fir Compos Rueda Bidg
101 Urban Ave. Brgy Pio del Pilar, Maketi City

AC. NO. 371

AE NO. 7(Allied Care Expert Medical Center, 2C / MAS Inc., 2021-01-07

MRK NO. 01

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ACKNOWLEDGMENT

Republic of the Philippines) Zamboanga City) S.S.

BEFORE ME, a Notary Public for and in the City of Zamboanga, personally appeared:

Name

Valid ID

JAMES ROBERTSON C. PICHEL

Driver's License No. J04-95-05111

known to me to be the same persons who executed the foregoing Deed of Assignment, consisting of six (6) pages, including this page, and they acknowledged to me that they executed the same as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set may hand and affixed my notarial seal this ____ day of ___FEB 17 2021_.

Doc. No. 179; Page No. 37; Book No. 78; Series of 2021. ERNESTO S. GO

NOTARY PUBLIC

My commission assets for December 31, 2024

2nd Fir., 64 Temas discident the est, Zamboanga City
Notarial Commission for 4-2019

IBP OR No. 101722; 01-07-2320, IBP National, Manila
PTR OR No. 2017831; 01-02-2020; Z.C

Roll of Attorney No. 26793

TIN 114-347-902

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CONSTRUCTION CONTRACT "LUMP-SUM"

(Ref No. ACESS-0001)

KNOW ALL MEN BY THESE PRESENTS:

This Construction Contract ("Contract") is entered into by and between:

ACE MEDICAL CENTER-ZAMBOANGA CITY INC., an organization duly registered and existing under and by virtue of the laws of the Philippines with principal office 228 DON ALFARO ST. TETUAN ZAMBOANGA CITY, herein represented by its PRESIDENT, DR JAMES ROBERTSON C. PICHEL, hereinafter referred to as "PRINCIPAL";

- and -

IS3 Industrial Solutions Corporation, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal place of business at Platinum St. San Rafael Village, Brgy. 10-A. Davao City, Philippines, herein represented by its Corporate Secretary, Leonardo I. Garcia hereinafter referred to as the "CONTRACTOR";

- WITNESSETH: That -

WHEREAS, the PRINCIPAL is undertaking rehabilitation and construction projects in various areas in the Philippines affected by calamities and natural disasters (the "PROJECT");

WHEREAS, the **PRINCIPAL** is in need of the services of a competent, responsible and bona fide contractor to undertake the construction of __(state small houses/ health center/ community water supply schemes etc.)__ for the PROJECT (the "Construction");

WHEREAS, the CONTRACTOR represents itself as a competent, responsible and bona fide contractor which is legally permitted under the laws of the Philippines to do business, and duly licensed under a valid and existing Certificate of Accreditation No. __(state number)__ issued by the Philippine Contractors Accreditation Board ("PCAB");

WHEREAS, the CONTRACTOR has offered its service and expertise to perform or complete the Construction for the PRINCIPAL and the latter has accepted the offer of the former;

NOW THEREFORE, for and in consideration of the foregoing premises, **PRINCIPAL** and **CONTRACTOR**, hereinafter collectively referred to as the "**Parties**," agree to the following terms and conditions:

1.0 DESCRIPTION OF THE JOB, WORK OR SERVICE

I.A SCOPE AND NATURE

The **CONTRACTOR** shall undertake the Construction for the **PRINCIPAL** in accordance with the Plans, Technical Specifications, General Conditions and other Contract Documents made a part hereof.

The PROJECT shall consist of all the necessary works for its completion, all in accordance with the design, drawings and BoQ given by the **PRINCIPAL** in the ITB Document and **CONTRACTOR** has agreed to implement the work through submission of bid.



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The **CONTRACTOR** shall faithfully and completely furnish the Construction in accordance with the agreed specifications which are clearly defined by the **PRINCIPAL**. All the necessary labor, supervision and management, tools, supplies, materials, shall be in strict compliance with the terms and conditions of the **CONTRACT** as well as any and all documents made a part hereof.

The **PRINCIPAL**'s appointed project manager (hereinafter "**PROJECT MANAGER**") shall have the authority to act as specified under this **CONTRACT** or as may be specifically delegated by the **PRINCIPAL** from time to time and shall be recognized by the **CONTRACTOR**.

The Construction shall be commenced by the CONTRACTOR on the date specified in the Notice to Proceed to be issued by the PRINCIPAL

I.B PLACE OF WORK

The **CONTRACTOR** shall provide, perform or complete the PROJECT at (specify the place where services will be rendered and performed), including such other places as may be designated by the **PRINCIPAL**.

I.C PERIOD

The CONTRACTOR shall commence immediately upon signature of the present CONTRACT with all necessary preparatory work and shall complete the Construction called for under this CONTRACT within 60 (Sixty) Working Days reckoned from the date of notification by the CONTRACTOR of the Notice to Proceed, but not later than __(state date)___, unless sooner terminated, extended, or renewed by mutual agreement of the parties. Works shall begin upon completion of the Owner's supply of materials and equipments.

Upon the end of the period, the **CONTRACTOR** shall peacefully leave and vacate the office, building and premises of the **PRINCIPAL** without any delay after obtaining the necessary clearances from the **PRINCIPAL**.

I.D CONTRACT DOCUMENTS

The following documents, which are marked hereto and made integral parts hereof, shall, except as modified by mutual agreement of the **Parties**, form part to this Contract:

- a) The signed form of Construction Contract
- b) The signed Uniform General Conditions of Contract CIAP 102 v. 2004.
- c) The Notification of Award
- d) The completed (as signed and submitted by the contractor) bid and all documents comprising the bid
- e) Approved Drawings
- f) Technical Specifications
- g) The priced Bill of Quantity and Schedules
- h) Detailed Construction Work Schedule
- i) Any other document listed in the bid forming part of the contract

I.E EXPECTED OR DESIRED RESULTS

The CONTRACTOR shall provide prompt, efficient, trustworthy, expert, and reliable services, which are the results expected or desired by the PRINCIPAL under this CONTRACT.





For this purpose, the **CONTRACTOR** shall assign a supervisor to be present physically at the construction area(s) to exercise control and supervision over its workers in accordance with its own pace, work methods, and schedules and to enforce discipline in accordance with its own rules and regulations, free from the control and direction of the **PRINCIPAL** in all matters connected with the performance of the work except as to the results thereof.

In case the CONTRACTOR fails or refuses to meet the results expected or desired by the PRINCIPAL, the PRINCIPAL may, at its option, elect to have the deficiencies removed or have another execute the same, all at the cost of the CONTRACTOR.

2.0 COMPLIANCE WITH LABOR STANDARDS AND OCCUPATIONAL HEALTH AND SAFETY, AND ADMINISTRATIVE FEE

The CONTRACTOR shall pay its workers their wages including but not limited to the mandated minimum wage, overtime pay, night shift differential pay, rest day pay, premium pay, holiday pay, etc., in accordance with the provisions of the Labor Code, and other employment benefits under other labor laws, and labor-related special laws including social or welfare legislations e.g. SSS, Philhealth, Pag-Ibig, ECC, assuming all obligations and responsibilities appurtenant thereto, including assumption of liabilities. For this purpose, the CONTRACTOR hereby authorizes the PRINCIPAL to inspect, examine, and copy and reproduce, the employment records of the CONTRACTOR's workers which under existing laws, must be kept and maintained at the main office or branch where the CONTRACTOR's workers are regularly assigned to work.

3.0 WARRANTIES OF THE CONTRACTOR

3.A INDEPENDENT CONTRACTOR

The **CONTRACTOR** warrants and represents that it carries on a business distinct and independent from the business of the **PRINCIPAL**, and undertakes to perform or complete the specific and/or specialized job, work or service on its own account and under its own responsibility according to its own manner and method, and free from the control and direction of the **PRINCIPAL** in all matters connected with the performance of the work except as to the results thereof.

3.B SUBSTANTIAL CAPITAL OR INVESTMENT

The CONTRACTOR warrants that it has substantial capital or investment. For avoidance of doubt, this means that the CONTRACTOR has adequate resources that are actually and directly used in the performance of its business, or operations. Adequate resources may come in the form of capital stocks and subscribed capitalization in the case of corporations, tools, equipment, implements, machinery, uniforms, protective gear, or safety devices actually used in the performance of the job, work or service contracted out. It likewise includes operating costs, administrative costs such as training and overhead costs, and such expenses as are necessary to enable the CONTRACTOR to exercise control, supervision or direction over its employees in all aspects of performing or completing the job, work or service contracted out.

3.C TECHNICAL CAPACITY

The **CONTRACTOR** warrants that it has the expertise and technical know-how, ability, experience and capacity to carry out promptly and efficiently the job, work or services stipulated in this Contract.









The **CONTRACTOR** also warrants that all construction works called for in this Contract shall be carried out in a workmanlike manner and in conformity with sound engineering practices. Any defect directly resulting from the **CONTRACTOR**'s non-compliance with its obligations shall be made good without any expense on the part of the **PRINCIPAL**.

The defect liability period on all work performed on the Construction shall be for 6 (six) months from the acceptance by the **PRINCIPAL** of the certificate of completion of 100% of the Construction. This period shall not prejudice the **PRINCIPAL** as to any and all available rights and remedies afforded to it by governing law(s).

3.D CONTRACTING CAPACITY

The **CONTRACTOR** further warrants and represents that is not a party to any agreement restricting its ability to enter into this Contract, and that its performance of this Contract does not require the consent of any third person or entity.

4.0 PAYMENT

4.A AMOUNT OF CONSIDERATION

The PRINCIPAL shall pay the CONTRACTOR in consideration of the full and faithful performance and accomplishment of all the obligations specified in Article 1 above, which the CONTRACTOR agreed to undertake, perform and accomplish under this Contract, the contract price of PESOS: TWENTY-FIVE MILLION SEVEN HUNDRED EIGHT THOUSAND SEVEN HUNDRED SIXTY-SEVEN AND 84/100 (Php 25, 708, 767.84), Philippine Currency, inclusive of VAT, and withholding tax (the "Total Contract Price"), the manner of payment of which shall be in accordance with Article 4.B. This Total Contract Price is without prejudice to any adjustments resulting from changes initiated or approved on the Construction by the PRINCIPAL or any changes recommended by the CONTRACTOR and duly approved by the PRINCIPAL.

Under no condition shall the Total Contract Price be escalated due to an increase in cost, including but not limited to the cost of labor, fuel, materials, equipment and other consumables during the period of implementation. The Total Contract Price shall include all prerequisites and ancillary services required for the due completion of the Construction, regardless of whether such prerequisites or ancillary services are mentioned in the Contract Documents or not.

4.B MANNER OF PAYMENT

The PRINCIPAL, upon written request from the CONTRACTOR, shall make advance payment to the CONTRACTOR 40% of the Contract Value.

- 1st Month-20% Amounting to FIVE MILLIONONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FIFTY THREE AND 57/100 (PHP 5, 141, 753.57)
- 2nd Month-20% Amounting to FIVE MILLIONONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FIFTY THREE AND 57/100 (PHP 5, 141, 753.57)

to be made in recoupment arrangements after submission by **CONTRACTOR** of the down payment guarantee bond in Article 5.A. The recoupment of down payment will be equivalent to the percentage of accomplishment per every progress billing made by **CONTRACTOR**.



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Progress Payments will be once a month, equivalent to whatever accomplishment the contractor may achieve as shown in the Monthly Physical Progress Report and Statement of Work Accomplished. The degree of work accomplishment shall be the basis of progress payment.

Any Progress Payment shall be paid by the **PRINCIPAL** within 15 (fifteen) working days from the receipt of the invoice and both parties signing on progress report. Payments to be made under this **CONTRACT** shall be in the form of cash, demand drafts, checks or other cash equivalents, as may be agreed upon by the **Parties**.

After the whole of the Construction has been completed, the **PROJECT MANAGER** or the **PRINCIPAL**'s representative shall certify after inspection and recommend to the **PRINCIPAL** the final acceptance thereof. Within a period of 30 (thirty) days after final acceptance by the **PRINCIPAL**, the **PRINCIPAL** shall pay the **CONTRACTOR** all amounts still due, less a Retention Amount of 10% (ten percent) of the total contract value.

The Retention Amount shall be only be released by the **PRINCIPAL** to the **CONTRACTOR** after the date the project has been handed over and submits warranty bond by **CONTRACTOR**, subject to the defect liability period in the last paragraph of Article 3.C above.

The **PRINCIPAL** shall withhold the applicable withholding tax payable on each payment and remit the amount withheld to the Bureau of Internal Revenue (BIR). The **PRINCIPAL** shall furnish the **CONTRACTOR**, within 30 (thirty) working days after demand, a 'Certificate of Final Tax Withheld' or any equivalent BIR form as may be prescribed by proper authorities.

The Documentary Stamp Tax, if any, and any other taxes, fees and charges, arising from this Contract shall be for the account of the **CONTRACTOR**.

4.C WITHHOLDING OF PAYMENT AND APPLICATION

The **PRINCIPAL** is authorized by the **CONTRACTOR** to withhold any payment due the latter and to apply such payment as settlement of an obligation but only to the extent of such lawful claim, demand, debt or obligation, in any or all of the following instances: (i) in case of breach by the **CONTRACTOR** of any of its representation, warranty/ies, obligation/s to the **PRINCIPAL** under this Contract; (ii) when the **CONTRACTOR** owes the **PRINCIPAL** a sum of money; (iii) when there is a lawful claim or demand made against the **PRINCIPAL** which will make or hold the **PRINCIPAL** liable therein; and (iv) analogous causes, or such other causes as may be authorized by existing laws.

4.D PAYMENT OF WAGES AND REMITTANCE FOR SSS/ECC/ PHILHEALTH/ PAG-IBIG CONTRIBUTIONS

The **CONTRACTOR** is solely responsible for payment of salaries, wages, and all other benefits and remunerations, required by and in accordance with existing laws, due to the employees and/or personnel of the **CONTRACTOR**.

The **CONTRACTOR** shall directly remit to the appropriate government agencies the prescribed monthly contributions both its share, and that of its workers without any delay, pursuant to and in accordance with the applicable social and welfare laws, rules and regulations.

The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of and compliance with all existing laws, rules, and regulation in relation to its employees, particularly with respect to the Labor Code of the Philippines and other Philippine Labor and Social Legislation, and CONTRACTOR agrees and binds itself to save, indemnify and hold the PRINCIPAL

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free and harmless from any and all liabilities, and/or claims with respect thereto and/or arising therefrom.

5.0 GUARANTEES AND INSURANCE

5.A PAYMENT PERFORMANCE BOND

The CONTRACTOR shall, likewise, at its own expense, post a PERFORMANCE BOND in an amount equivalent to Seven Million Seven Hundred Twelve Thousand Six Hundred Thirty Pesos and Thirty Pive Cents (Php2.712.630.30) to guarantee the return of the advance payment made by the PRINCIPAL in case the CONTRACTOR fails to complete 30% of the Construction to be delivered by the CONTRACTOR to the PRINCIPAL prior to the release of the second monthly Progress Payment.

5.B PERFORMANCE BOND

The CONTRACTOR shall, at its own expense, post and furnish the PRINCIPAL a performance security in the form of Security Bond amounting to 10% of the Contract Amount (Php? \$70.876.78). Two Million Eve Hundred Seventy Thousand Eight Hundred Seventy Six Pesox and Seventy Eight Cents.)—within 3 (three) working days from the issuance of Notification of Award for this Contract. This Security bond shall answer for any monetary judgment, order or award due to violation of the prescribed minimum wage, labor standards law and social or welfare legislations. In case the bond is not sufficient, the CONTRACTOR shall likewise assume and pay the balance thereof, in no case shall the bond posted be lower than the total contract cost as stipulated in this Contract.

5.C INSURANCE LIABILITY

The CONTRACTOR shall also secure and submit to the PRINCIPAL a CONTRACTOR'S ALL RISK insurance for the Construction in the name of both the PRINCIPAL and the CONTRACTOR within 15 (fifteen) working days after the signing of this Contract. The same shall be answerable against all loss or damage to the Construction from any cause whatsoever including any injury or damage caused to third persons or properties. The amount of insurance shall not be less than the total contract cost and shall be in such manner that both parties are covered under the insurance policy during the construction completion and warranty period of the Construction.

6.0 PRE-TERMINATION

A. <u>WITHOUT CAUSE</u>. Either party may terminate this Contract <u>without cause</u> at anytime before the end of the term by giving the other party a written notice of termination at least fifteen (15) days before the effectivity thereof.

B. <u>WITH CAUSE</u>. Either party may also terminate this Contract <u>for a valid cause</u> (e.g. breach of contract) without need of court action, effective upon written notice to the other party of such termination with a right to claim damages and indemnity, if any, against the party at fault in the event of termination on the ground of an intervening "force majeure" (natural disaster, war, etc.) recognized under governing law(s), each of the Party shall bear its own loss.

7.0 EFFECT OF TERMINATION UPON EFFECTIVITY

The **CONTRACTOR** shall immediately stop, cease and desist from further providing and performing, or completing its services to the **PRINCIPAL**, and peacefully vacate the office, building and premises of the **PRINCIPAL** without any delay.

In any event of termination, **CONTRACTOR** shall return to **PRINCIPAL** all property of the CLIENT in the possession of the **CONTRACTOR** within seven (7) days from the effectivity of such termination, without need of further demand.

8.0 DELAY AND EXTENSION OF TERM

If the **CONTRACTOR** is prevented or delayed in the execution of the Construction for reasons beyond its control, the **CONTRACTOR** shall apply in writing for an extension of time. The following are considered reasons beyond the control of the **CONTRACTOR**:

- Events occurring beyond the reasonable control of the CONTRACTOR, as determined by the PRINCIPAL.
- Suspension or stoppage ordered by the PRINCIPAL or its duly authorized representative other than reasons attributable to the fault of the CONTRACTOR.
- iii. Force majeure such as any event or circumstance (whether arising from natural causes, human agency or otherwise) beyond the control of the CONTRACTOR, including (but without prejudice to the generality of the foregoing) acts of God, acts of terrorism, civil commotion, flood, act of any government or authority whether de facto or de jure, or war;
- iv. Untimely release of progress payment stated in the manner of payment.

In any of the foregoing cases, period of completion may be extended for such time as will compensate for the time lost due to the aforesaid causes.

It is understood by the parties herein that time is of the essence and therefore, unjustified delays shall entitle the **PRINCIPAL** to exercise any of its rights granted herein or under Philippine

9.0 CHANGE ORDERS AND/ OR ADDITIONAL WORKS

The **PRINCIPAL** may, at anytime, by a written order, make deviations and/or alterations on the plans and specifications or require additions to the scope of work required under this Contract. The **CONTRACTOR** agrees to follow all such deviation and/or alterations and the provisions of this Contract shall apply to all such changes with the same force and effect as if they were embodied in the original plans and specifications. The **CONTRACTOR**, once given such a written change order, shall immediately study the effect of such change order on costs and shall inform the **PRINCIPAL** in writing of any such increase in costs. The **PRINCIPAL** shall conform to such increase in costs in writing prior to **CONTRACTOR** beginning such work.

If any such changes or additions cause an increase or decrease in the amount of work or time required for the performance of this **CONTRACT**, an equivalent adjustment shall be made in the total contract cost to be agreed upon by the **Parties** in writing.

10.0 DISPUTE AND ARBITRATION

In the event of any dispute or action between the parties hereto as to any matter arising out of, or relating to this **CONTRACT** or any stipulations herein, or with respect hereto which cannot be amicably settled by the parties themselves, the issue shall be referred to the Construction



Industry Arbitration Commission ("CIAC") located at the 4th Floor Trade and Industry Center, Tordesillas Street, Salcedo Village, Makati City for arbitration under the rules of the CIAC.

The decision, however, of such Commission shall not preclude the parties from ventilating the dispute before the appropriate courts of justice and in such event, the **PRINCIPAL** and **CONTRACTOR** agrees that any court action shall be commenced and tried only and exclusively in the proper courts of Zamboanga City, to the exclusion of all other courts.

11.0 LIABILITY

The **CONTRACTOR** shall hold the **PRINCIPAL** free and harmless from any claim or demand, or any obligation or liability it may incur in, carrying out this Contract regardless of its nature and source whatsoever.

The CONTRACTOR shall further hold the PRINCIPAL free and harmless from any claim or demand which may be filed, including any judgment or award obtained, by its workers against the PRINCIPAL by reason of their employment, or assignment under this Contract involving but not limited to violation of the Labor Code, and other labor laws, decree, order, rules and regulations, which are now in effect or which may hereafter be enacted, the intent and purpose being to absolve, free and discharge the PRINCIPAL absolutely and unconditionally from any and all such claim, or demand.

In case a labor inspection is made at the premises of the **PRINCIPAL** where violations of labor laws, standards and social legislations are found, the **CONTRACTOR** shall defend the **PRINCIPAL** in such complaint or proceeding all at its own expense, further indemnifying the **PRINCIPAL** for any damages including such expenses it may incur therein such as lawyer's fees and litigation expenses, the intent and purpose being to absolve, free and discharge the **PRINCIPAL** absolutely and unconditionally from any and all liability, claim, or demand.

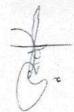
Finally, any and all expenses incurred by the **PRINCIPAL** in prosecuting and/or enforcing a claim against the **CONTRACTOR**, including litigation and attorney's fees, or defending its right or interest under this Contract from the latter or any third person, shall be for the sole and exclusive account of the **CONTRACTOR**, the intent and purpose being to absolve, free and discharge the **PRINCIPAL** absolutely and unconditionally from incurring such expenses.

12.0 INDEMNIFICATION

The **CONTRACTOR** shall be liable and indemnify the **PRINCIPAL** in full for any and all loss, damage or injury to the latter's property, and that of its officers and employees, or to any bodily injury including death of any person, if, upon and after proper investigation by the **PRINCIPAL**, the loss, damage or injury or death was due to the willful or negligent act or omission of its officers, employees and workers of the **CONTRACTOR**. These acts shall include but not limited to theft, robbery, damage to property, physical injuries, and other felonious and unlawful acts. The liability shall likewise include indemnification for all consequential losses and damages.

13.0 LIQUIDATED DAMAGES

In the event that the CONTRACTOR refuses or fails to complete the Construction within the time specified herein or within the validity of extensions that may be granted by the PRINCIPAL, if any, the PRINCIPAL is hereby authorized to deduct liquidated damages from any





amount due or which may hereafter become due to the CONTRACTOR as its fee under this Contract.

The liquidated damages shall be equivalent to 0.3% (zero point THREE percent) of the total contract amount for each calendar day of delay until the Construction is completed.

The payment and acceptance of liquidated damages shall not be construed as a waiver on the part of the PRINCIPAL of its rights under this Contract or pertinent law on the matter by reason of the refusal or failure of the CONTRACTOR to complete the PROJECT within the time frame specified in the Contract.

LICENSES/PERMITS/FEES AND COMPLIANCE WITH OTHER LAWS, AND **GOVERNMENT POLICIES, RULES AND REGULATIONS**

The CONTRACTOR warrants that it has all the licenses, clearances, or permits from the appropriate government agencies and local government units e.g. SEC, DTI, DOLE, City Hall, including the private owners/entities where it will operate and is fully compliant with all government laws, decrees, rules and requirements necessary to lawfully operate its business and to provide, perform and complete the job work or services stipulated herein.

The CONTRACTOR agrees to adhere to the Behavior Protocols of WORLD VISION's Child Protection Policy and resolves to require the same compliance from its employees and/or personnel. After being provided with the current copy of the Behavior Protocols of WORLD VISION's Child Protection Policy, CONTRACTOR undertakes to submit to PRINCIPAL a signed confirmation of its adherence thereto.

The CONTRACTOR warrants and agrees that it has complied and will comply with all applicable laws. The CONTRACTOR agrees to indemnify the PRINCIPAL and save the PRINCIPAL harmless from any claims, losses, damages, costs and legal expenses (including but not limited to attorneys' fees), resulting from the CONTRACTOR's failure to comply with the foregoing, and in the event of such failure, the PRINCIPAL may, in addition to all other rights and remedies the PRINCIPAL may have pursuant to this Contract or otherwise in law or in equity, immediately cancel this Contract.

15.0 INTELLECTUAL PROPERTY AND NON-DISCLOSURE

CONTRACTOR agrees and confirms that all materials, reports, information, documentation, inventions or other work products ("Intellectual Properties") which the CONTRACTOR may generate in the course and scope of its performance of services under this Contract are the property of the PRINCIPAL, and hereby assigns all rights, title and interest in and to such Intellectual Properties to the PRINCIPAL CONTRACTOR undertakes to sign a waiver of authorship of final output in favor of the PRINCIPAL.

Any other data and information learned or acquired by the CONTRACTOR in connection with or relative to the business operations or activities of the PRINCIPAL, its trademarks, brand names, trade or business secrets, or processes, accounting and financial records, and security details are considered the exclusive proprietary information of the PRINCIPAL and shall remain confidential perpetually, and not to be disclosed in any manner to any person not a party to this Contract.

16.0 ASSIGNMENT OF RIGHT AND SUB-CONTRACTING



Page 9 of 11





The **CONTRACTOR** is prohibited from assigning or transferring this Contract, and any interest or rights it may have to another person without the prior written approval of the **PRINCIPAL**.

The **CONTRACTOR** is likewise expressly prohibited and disallowed from subcontracting the job, work or service covered by this Contract without the prior written approval of the **PRINCIPAL**.

17.0 MISCELLANEOUS PROVISIONS

- i) Independent Contractor. The Parties accept and agree that they have the relationship of independent contractors. This Contract shall in no event be interpreted as establishing between the Parties, any sort of association, company, partnership (implied or otherwise), joint venture, or agency. As such, the PRINCIPAL does not authorize the CONTRACTOR to act as an agent of PRINCIPAL or to make any commitment in the name of the PRINCIPAL, to create any obligation or responsibility whatsoever, express or implied, in the name or on behalf of the PRICIPAL, or to suggest that an agency relationship exists between the CONTRACTOR and the PRINCIPAL. Consequently, no employer-employee relationship or agency likewise exists between the PRINCIPAL and the CONTRACTOR's employees.
- ii) Governing Laws. This Contract is governed by and is to be construed in accordance with the laws of the Philippines.
- iii) Notices. Any notice that is required to be issued by one party to the other shall be issued and sent to each of the **Parties** at their addresses as indicated herein.
- iv) Headings. The insertion of headings and the division of this Contract into sections are for convenience only and shall not affect the interpretation hereof.
- v) Severability. If any part, term or provision of this Contract shall become invalid or unenforceable, the validity or enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the **Parties** shall be construed as if this Contract did not contain the particular invalid or unenforceable part, term or provision.
- vi) Waivers. The waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of any other breach of the same or any other term, covenant or condition hereof.
- vii) Complete Agreement. This Contract including the attachments hereto constitute the complete agreement of the parties relating to the matters specified in this Contract and supersede all prior and contemporaneous representations or agreements with respect to such matters. No oral modifications or waiver of any of the provisions of this Contract shall be binding on either Party.

. IN WIT	NESS	WHEREOF,	the	Parties	hereto	duly	execute	this	Contract	and	affix	their
signatures this _	day	y of		, 2021 at								

DR. JAMES ROBERTSON C. PICHEL

President

ACE MED. CENTER-ZC INC.

Corporate Secretary

IS3 Industrial Solutions Corporation

SIGNED IN THE PRESENCE OF:

A. 02/16/21	
153 CORP.	EDUARDO A. ONC
ACKNOWLEDGMENT	
REPUBLIC OF THE PHILIPPINES)	
) S.S.	
	City of this day of FEB 17 2021
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personally appeared the following persons with	310 1010 11118 40 11
LEONARDO L. GARCIA	Passport No. <u>P4721396B</u> (Feb. 07, 2020)
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	ID: (Government issued and unexpired)
740	D D D C D D D D D D D D D D D D D D D D
DR. JAMES ROBERTSON C. PICHEL	DRIVER'S LICENSE No. JO4-95-051111
	Issued At: Zamboanga City, Philippines
	ID: (Government issued and unexpired)
known to me to be the same person	ons who executed the foregoing instrument and
This instrument consists of pages written and has been signed on the left man witnesses, and sealed with my notarial seal.	s including this page on which the acknowledgment is rgin of each page by the parties herein and their
This instrument consists of pages written and has been signed on the left mar witnesses, and sealed with my notarial seal.	s including this page on which the acknowledgment is
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GARCIA LEONARDO

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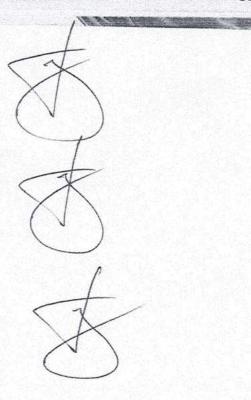
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CONTRACT AGREEMENT (HIC-19-002) Medical Oxygen Generating Plant

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 20th day of November, 2019, in the City of Zamboanga, Philippines, by and between:

ALLIED CARE EXPERT (ACE) MEDICAL CENTER - ZAMBOANGA., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with business address at Don Alfredo Street, Brgy. Tetuan, Zamboanga City hereinafter called the ACE MEDICAL CENTER - ZAMBOANGA and represented in this act by its President, DR. JAMES ROBERTSON PICHEL;

-and-

HUNDREDFOLDS INDUSTRIES, CORP., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with a main business address at HIC Building, Lot B4C, Park Avenue, Jereza Subdivision Brgy. Wilfredo Aquino, Agdao, Davao City, Philippines, hereinafter called the SUPPLIER and represented in this act by its President and General Manager, MR. ROMEO B. SONICO:

WHEREAS, ACE MEDICAL CENTER - ZAMBOANGA has decided to construct the proposed MEDICAL OXYGEN GENERATING PLANT, hereinafter referred to as the PROJECT:

WHEREAS, ACE MEDICAL CENTER - ZAMBOANGA desires to engage the services of a qualified and competent company to undertake the DESIGN, SUPPLY AND INSTALLATION OF A MEDICAL OXYGEN GENERATING PLANT;

WHEREAS, the SUPPLIER has represented itself to have the legal capacity, technical and financial capabilities, facilities, equipment, expertise and knowledge needed to undertake the design, supply and installation of the medical oxygen generating plant required by ACE MEDICAL CENTER - ZAMBOANGA;

WHEREAS, an offer and acceptance made by the parties herein, one with the other, ACE MEDICAL CENTER - ZAMBOANGA appoints the SUPPLIER to perform the works embodied in this agreement:

WHEREAS HIC will assist the buyer in the accreditation of the plant with DOH-FDA.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

That the SUPPLIER, in consideration of the payment to be made by ACE MEDICAL CENTER - ZAMBOANGA to the SUPPLIER of the sum of money hereinafter stipulated shall perform all works necessary to complete the DESIGN, SUPPLY AND INSTALLATION OF MEDICAL OXYGEN GENERATING PLANT excluding Civil Works









1. Included in the SUPPLIER's scope of work are but not limited to:

SUPPLY AND INSTALLATION OF OXYGEN GENERATING PLANT using modular and expandable type
Medical Grade Purity: 93 up to 96%
Consist of: Primary and Secondary Plant

Consist of: Primary and Secondary Plant
Oxygen Production Capacity: 11 M3/Hr

- a. 2 Air Compressor -
- b. 4 Pre- Filters (Particulate/Coalescing)
- c. 2 Air Dryer (Refrigerated Dryer)
- 4 After Filter (Particulate/Coalescing)
- e. 2 Air Receiver Tanks (1000L)
- f. 12 Filtration Units (Fine, Micro Activated Carbon)
- g. 2 Oxyswing OS-48- Master Unit
- h. 2 Oxygen Buffer Tanks (1500L)
- i. 1 Oxygen Storage Tank (2000L)
- j. 1 unit Sterile Filter for medical grade application
- k. Built-in zirconium analyser and graphical touch screen display.
 - Gas Monitoring Device for Oxygen Purity and CO and CO2 capable to monitor online

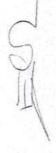
Engineering Services

1.

- The offer for Oxygen Gas Plant shall be furnished with complete technical information, design, technical parameters, constructional, dimensional, operational details, safety interlocks, layout plan etc.
- Submission of shop drawings, Brochures, Technical Data, etc shall be accompanied by a letter of transmittal in duplicate, containing name of project Supplier's name, number of drawings, titles, and other pertinent data.
- Equipment layout drawings with interface points designated.
 - The Supplier shall prepare and submit the Design, Plans and Specifications as per his Engineering Schedule to the Owner or his duly authorized representative(s) for approval.
- System installation and commissioning services.
 Submit Testing and Commissioning procedures for approval and reference.
- > Startup, operating, and maintenance procedures in English

Installation, Start-up & Commissioning Services

- The Supplier shall provide test certificate for the Oxygen Plant unit prior to Installation for approval and reference.
- > Electrical motor, control panel and other items will be subjected to quality and workmanship approval prior to installation
- > HIC shall provide installation, commissioning and start-up services at site of installation.
- The Supplier shall hold the ACE Medical Center Zamboanga, its Officers, agents and employees, free and harmless against any claim or losses, damages, or injuries of whatever kind or nature that may be filed or claimed against the ACE Medical Center - Zamboanga by any third person, firm or entity arising









out of or in connection with the construction undertaken by the Supplier under the Agreement or by the neglect of the Supplier, its agents, servants and employees.

- The ACE Medical Center Zamboanga warrants that all billings submitted by the Supplier for payment shall be attended to expeditiously by the ACE Medical Center - Zamboanga's Project Management Team (PMT) representative.
- The ACE Medical Center Zamboanga shall appoint and/or designate a Project Management Team (PMT) representative who will inspect all the phases of the work on a full time, day to day basis and who will be reporting directly to the ACE Medical Center - Zamboanga
- ACE MEDICAL CENTER ZAMBOANGA shall supply/provide the following at no cost to the SUPPLIER:

Utilities

a. Power Supply according the following table:

Equipment	Power Supply (V / Hz / Ph.)	Installed Power (KW)	Qty
Air Compressor RS45	220/60/3	30Kw	2
Air Dryer ACT-120	220/60/1	1.90 Kw	2
OXYSWING® PSA Generator OS-40	230 / 60 / 1	0,5 Kw	2

Tolerance on all indicated values: ± 10% Power supply to Dual Bank by Mester Station.

- Drainage for industrial discharge is to be provided at interface points noted on the final layout drawing.
 Drains may require heat tracing and insulation depending on local ambient conditions.
- c. Grounding for all supplied equipment

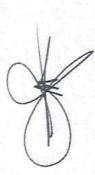
II. Site

- a. Site should be according design conditions of §1.0. Additionally the site should be clear, level, and easily accessible by large forklift or crane. Surrounding air quality should be reasonably dust free, at acceptable humidity levels and void of chemical contamination.
- b. Electrical designation of the site should be non-hazardous.
- ACE MEDICAL CENTER ZAMBOANGA shall secure all necessary permits for installation and operation of equipment.
- Site shall be available to HIC's authorized representatives, after obtaining proper clearance with plant personnel.
- e. Equipment foundation pad and electrical to foundation.
- f. ACE MEDICAL CENTER ZAMBOANGA will be responsible for the complete installation of Medical Oxygen Plant Housing (including materials, like e.g. cable ducts, cable wires, electrical panel board according to equipment electrical load capacity).

ARTICLE II - CONTRACT DOCUMENTS

That the Contract Documents which forms as an integral part hereof shall include this Contract Agreement and the "SUPPLIER's Proposal" dated February 25, 2019 (HIC-19-DAPPMC-0001-rev).





That each part of the Contract Documents described in the preceding paragraph is complementary. The contents of one document, though not contained in the other, shall be considered contained in all.

ARTICLE III - CONTRACT AMOUNT AND PAYMENT SCHEDULES

That for and in consideration of the faithful performance of this agreement, ACE MEDICAL CENTER - ZAMBOANGA shall pay the SUPPLIER the Contract Amount enumerated below, inclusive of 12 % Value Added Tax (VAT).

Differed payment for 60 months

- Down payment amounting to Two Million Pesos (Php2,000,000.00) is required upon signing of Contract. The Supplier, within seven (7) calendar days after being notified of the contract award, shall furnish the ACE MEDICAL CENTER - ZAMBOANGA a Surety Bond callable on demand to fully and faithfully guarantee the repayment of the down payment equivalent to the same amount as the Down Payment.
- A monthly payment from the hospital for the medical oxygen production amounting to Two Hundred Fifty Thousand Pesos (Php 250,000.00) for sixty (60) months once hospital is full operational
- 3. The hospital shall provide the location and housing of the proposed medical oxygen machine
- The hospital shall provide a power supply for the requirement for the proposed medical oxygen plant. The power consumption used for the operation of the proposed generating plant shall be at the hospital's account.
- HIC shall install the medical oxygen generating plant supply all the consumables parts for a period of sixty (60) months. Wearable and major parts not included in the supply.
- 6. HIC shall turn over the medical oxygen plant to ACE-ZAMBOANGA after the prescribed period.

That the SUPPLIER warrants that provision for any incremental increases in labor cost for the duration of the Contract Works deemed included in the Contract Amount.

ARTICLE IV -COMPLETION PERIOD

The Supplier shall develop and submit, for approval, the Schedule of Work in any other form acceptable to ACE MEDICAL CENTER - ZAMBOANGA or his duly authorized representative(s). The Schedule shall be thorough and complete, with all activities sequined using schedule logic (Predecessor and Successor).

That the SUPPLIER, shall commence and turnover the completed Scope of Works according to the approved schedule. Any unexcused delay incurred by the CONTRACTOR shall be subjected to liquidated damages equivalent to 1/10th of One Percent (0.1%) of the Contract Amount per calendar day of delay but not to exceed an amount equivalent to Ten Percent (10%) of the total Contract Amount.

The Supplier shall cover for all items erected & commissioned the Oxygen Plant in respect to design, material, construction, performance, Operation and against any manufacturing defects within six (6) months from the start-up and commissioning the supplier should provide free after sales service and free replacement of defective parts during the said period. Within the sixty (60) months differed payments the Supplier should provide free after sales







service and free replacement of consumable parts during the guarantee period. Wearable and major parts not included.

The Supplier shall provide operation, maintenance (mechanical, electrical and electronics) and for related safety procedures training to our engineers, supervisor & working staff free of charges.

The Supplier shall maintain, repair, and replace if necessary the Mechanical, Electrical and Electronics & parts of the oxygen Plant during and within the period of six (6) months.

ARTICLE V CONTRACTOR'S LIABILITIES

It is hereby agreed and understood that no employer-employee relationship exists between the ACE MEDICAL CENTER - ZAMBOANGA and all laborers, workers, employee and staff of the Supplier..

The Supplier binds itself to protect and immune the ACE MEDICAL CENTER – ZAMBOANGA and/or its representative(s) from any suit or liability resulting from claims of any nature, whether for death, injuries damages that may be suffered by Supplier's workers and third parties, and shall at all times stand liable and/or responsible for compliance with all existing laws, rules and regulations. The Supplier agrees and binds itself to save and hold the ACE MEDICAL CENTER - ZAMBOANGA. harmless from any and all liabilities with respect hereto or arising therefrom.

The Supplier shall bear all losses and damages arising out of or in connection with any accident which may happen to any person or persons by or on account of the implementation of the WORKS covered by Contract, which responsibility shall continue until the final acceptance of the work by the ACE MEDICAL CENTER - ZAMBOANGA.

In this connection, the Supplier shall provide all necessary safeguard, warning signs and all safety precautions for all works and third parties during the progress of the work.

ARTICLE VI - GOVERNING CLAUSE

The articles contained in the Contract Agreement shall be subject to and governed by the Contract Documents specified in Article II hereof, which documents form an integral part of this Contract Agreement.

That in case of conflict between the provisions of this Contract Agreement and the documents forming as part hereof, the provisions of this Contract Agreement shall be deemed correct and controlling.

ARTICLE VII - ARBITRATION

The parties hereto agree to settle any dispute arising from this agreement amicably in accordance with the provisions of applicable laws of the Republic of the Philippines. In the event of any judicial proceeding brought by either party against the other arising out of this agreement, the exclusive venue of the same shall be the appropriate Courts of Zamboanga City.

IN WITNESS WHEREOF, the parties hereto have on the day of the month first above written, hereunto set their hands at the bottom of this page and on the left margin of all pages of this Agreement.

IN WITNESS WHEREOF, the parties hereto have on the day of the month first above written, hereunto set their hands at the bottom of this page and on the left margin of all pages of this Agreement.

ALLIED CARE EXPERT (ACE) MEDICAL CENTER -ZAMBOANGA

(ACE MEDICAL CENTER - ZAMBOANGA)

DR. JAMES ROBERTSON PICHEL President

HUNDREDFOLDS INDUSTRIES, CORP.

(SUPPLIER)

President and Gener

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) CITY OF Lamboanga City S.S

107 2985075 ME, a Notary Public for and in the city of amboangs Compines on this day of 2019, personally appeared:

DR. JAMES ROBERTSON PICHEL

Res. Cert./Govt. Issued I.D. No. PRC 00924 30

Issued at

Driver's License No: Joy-95-ocyll issued at: Davao City

On

ROMEO B. SONICO

Res. Cert./Govt. Issued I.D. No. L02 95-111338

On: September 21, 2016

Both known to me to be the same persons who executed the foregoing CONTRACT and who acknowledged to me that the same is their free and voluntary act and deed, and that of the entitles they represent

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

Doc. No.

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Page No. Book No. 43

Series of : 2019

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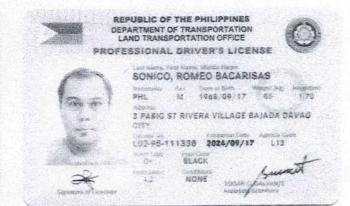
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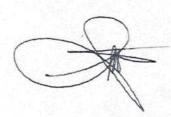


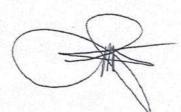


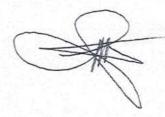
















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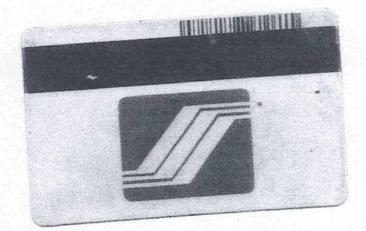
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ROMEO B. SONICO

AUTHORIZED SIGNATURE













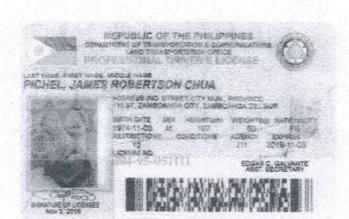
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Purchaser	Allied Care Experts Medical Center									
Address	Zamboanga City									
Attention	Dr. James Robertson Pichel									
Type of Building	Hospital									
No. of Units	4									
	Model	Lift No.	Units	Capacity	Stops	Floors	Speed	Opening		
	Main Offer:						T	4200		
Basic Elevator Specifications	VFI-II-1000-2560	BE 1-3	3	1000 Kgs.	105	10F	60 mpm	1200 mm		
	VFI-II-1000-2560	BE 4	1	1000 Kgs.	105	10F	60 mpm	1200 mm		
Delivery Period	Ex- Factory (After op	ening L/C 8	Drawing	g Approval): 8	Months					
	*If shipment is delayed at the request of the buyer , all additional costs, interest and expenses shall be for buyer's account									
			e buyer	will remmit in	full two m	onths before	e shipment:			
Payment Terms	DV I EIEBIODIIIC II ansi	By Telegraphic Transfer which the buyer will remmit in full two months before shipment:								
Payment Terms										
Payment Terms	CIF CDO									
Payment Terms	CIF CDO In favor of: HITACHI B	UILDING S	YSTEMS	CO., LTD.						
Payment Terms	CIF CDO In favor of: HITACHI B of Japan Forty-five (4	UILDING S 5) days or e	YSTEMS earlier aft	CO., LTD. er confirmed						
Payment Terms	CIF CDO In favor of: HITACHI B of Japan Forty-five (4)	UILDING S 5) days or e	YSTEMS earlier aft	CO., LTD. er confirmed						
Payment Terms Seller	CIF CDO In favor of: HITACHI B of Japan Forty-five (4: HITACHI BUILDING SV 2-101, Kanda-Awaji-C	UILDING S 5) days or e STEMS CO ho,Chiyoda	YSTEMS earlier aft	CO., LTD. er confirmed						
	CIF CDO In favor of: HITACHI B of Japan Forty-five (4)	UILDING S 5) days or e STEMS CO ho,Chiyoda	YSTEMS earlier aft ., LTD (H	CO., LTD. er confirmed BS)						
	CIF CDO In favor of: HITACHI B of Japan Forty-five (4: HITACHI BUILDING SV 2-101, Kanda-Awaji-C Tokyo, 101-8941 Japa	UILDING S 5) days or e STEMS CO ho,Chiyoda	YSTEMS earlier aft ., LTD (H	CO., LTD. er confirmed BS)						
	CIF CDO In favor of: HITACHI B of Japan Forty-five (4: HITACHI BUILDING SV 2-101, Kanda-Awaji-C Tokyo, 101-8941 Japa Tel: +81-3-3526-2815	UILDING S 5) days or e /STEMS CO ho,Chiyoda in Fax: +81-3	ystems arlier aft ., LTD (H a-Ku, :-3253-37	CO., LTD. er confirmed BS) 717	order					

Hitachi Elevator Philippines Corporation (Agent)

Johnny Yeo President

Conforme:

HITACHI BUILDING SYSTEMS CO., LTD. (Seller)

Hiroshi Kishi

Department Manager Global Marketing & Sales Department

	Commercial Conditions Products to be delivered by Seller to Purchaser under this Agreement shall, in all respects, conform to the specifications set forth in
Specification of Product	Products to be delivered by Seller to Purchaser under this Agreement shall, in an respects, combine to the Special Submitted final information including but not limited to specifications and drawings from Purchaser.
2. Philippines Taxes and Duties and Local Delivery charges	The price indicated shall not include sales tax, or any other taxes or custom duties levied or imposed by the Philippine Government. Any tax arising from the separate business activities conducted by Purchaser and Seller pursuant to this Agreement shall be borne and paid by the party upon whom such tax is imposed by applicable law.
	All expenses for the clearance of the shipment from Manila piers and delivery of same to the project site or from any warehouse of storage facility to the project site, as well as any loss or damage due to causes beyond reasonable control shall be for the account of the Purchaser.
3. Warranty	Seller warrants to Purchaser that each Products, when delivered, shall conform, in all respects, to the specifications set forth in submitted final information including but not limited to specifications and drawings from Purchaser, and will be free from defects in material and workmanship for a period of One (1) year from the commencement of normal operation or Eighteen (18) months from the date of issue of Bill of Lading or Air Way Bill, whichever comes first. However, this Guarantee shall not apply to Products: (a) which has not been properly protected, stored and/or used after completion of the installation (b) which has not been properly and timely maintained in accordance with the Seller's or Seller's affiliated companies' instructions and specifications (c) which is normally regarded as wear and tear during operation (d) which has been misused, involved in an accident or modified without authorization by or prior written consent of Seller or Seller's affiliated company (e) which has been used or mixed with the other parts manufactured or provided by other than Seller or Seller's affiliated companies.
	There are no warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, on Products sold to Purchaser other than as set forth in this Agreement. Except for its express liability under this Agreement, Seller assumes no obligations or liabilities in connection with such Products. Each Party agrees to indemnify, defend and hold harmless the other from and against any liabilities, claims, demands, damages and losses arising out of the death of or injury to any person or damages to any property alleged to have resulted from a defeat in or malfunction of any Products, to the extent that such alleged defect or malfunction resulted from any breach by such party of its respective obligations under this Agreement.
4. Limitation of Liability	In the event of the breach of this Agreement by Seller, the limit of Seller's liability shall be the actual damages directly sustained by Purchaser from such breach, which shall in no event exceed the contracted price mentioned in this Agreement and Purchaser shall certify the damage to have definitely occurred caused by Seller. In no event, Seller shall be liable for any indirect, special, incidenta or consequential damages for loss of revenue, cost of capital, claims of Purchaser for service interruptions, cost incurred in connection with substitute facilities or supply sources, or loss of profit of any kind, even if Seller and/or the affiliated company(les) of Seller has been advised of the possibilities thereof in advance. For the avoidance of doubt, all damages/losses caused by the delivery delay shall be included in above indirect damages.
5. Force Majeure	Neither party shall be liable for any failure to perform or delay in performing its obligations hereunder due to any causes beyond the control of either Party ("Force Majeure"), including but not limited to, act of God, acts of government or governmental authorities, compliance with law, regulations or orders, fire, storm, flood or earthquake, war (declared or not), rebellion, revolution, or riots, or strike or lockouts, or due to any labor, material, transportation or utility shortage or curtailment. If the Force Majeure continues for more than Three (3) months, the other party may be entitled to terminate this Agreement immediately by giving written notice.
6. Conditions on Prices	The quoted price on the elevator/escalator equipment shall be subject to adjustment upon fluctuations in currency exchange rate of 10% or more between the US Dollar and the Japanese Yen/Singapore Dollar or change in the taxes or other government charges in Japan/Singapore from the date of original submission by Seller until this Agreement is signed by Purchaser. In the event that the contracted amount was agreed upon but there was difficulty in establishing the Letter of Credit or Telegraphic Transfer remittance, the contract amount shall be valid within Two (2) months after which, a confirmation of the contract amount shall be required from Seller.
7. Risk and Titles	Risk of the Products shall pass to Purchaser when the Products are on board the vessel. Title of the Products shall be retained by the Seller until the Products are on board the vessel.

Johnny Yeo President (Sibage

Hiroshi Kishi Department Manager Global Marketing & Sales Department

	Commercial Conditions
8. Cancellation Clause	In cases that Purchaser decides to cancel this Agreement after being made and entered into, Seller shall charge 15% of contracted value in this Agreement or the actual cost incurred at the time of cancellation with reasonable overhead, whichever is higher. Seller may at its discretion cancel this Agreement in the case that: (a)Purchaser does not submit final information including but not limited to specifications and drawings within three (3) years from the date when this Agreement is made. (b)Serious change occurs in the assets, financial condition or business of Purchaser, and the attainment of the purpose of this Agreement thereby becomes impossible. In such case, Seller shall charge 15% of contracted value in this Agreement or the actual cost incurred at the time of cancellation with reasonable overhead, whichever is higher.
9. Compliance with Laws	Purchaser and Seller, but not limited to its agent, sub-contractors, consultants or employee, shall: (a) comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption (b) not engage in any conduct which would constitute an offence under any of the Bribery Laws (c) shall have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure complianc with the Bribery Laws and the Bribery Policies. (d) fully comply with all applicable national and international laws, rules and regulations in connection with the performance of this Agreement, including all applicable laws, rules and regulations on international trade, such as embargos, import and export control and sanctioned party lists.
10. Governing Law	This Agreement shall be governed by the Laws of Singapore. All disputes, controversies, or differences which may arise between the parties hereto, out of or in relation to this Agreement including any question regarding its existence, validity or cancellation, shall be referred to and finally resolved by arbitration in Singapore, in accordance with the Arbitration Rules of the Singapore International Arbitration Centre("SIAC Rules") for the time being in force, which rule are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English.
11. Expenses	All expenses regarding bank charges for the Letter of Credit, Bank Guarantee or Telegraphic Transfer shall be paid by Purchaser and bank charges outside the Philippines, if any, shall be paid by Seller.
12. Payment Party	All the payments of the Price and other payment pertaining to this Agreement if any, shall be made under the name of Purchaser. If Purchaser opens Letter of Credit ("L/C") under different entity name under reasonable and unavoidable circumstance ("Circumstance"), Purchaser shall issue written notice to Seller ("Request"). The Request shall be described about 1) the relationship between Purchaser and the said separate entity such as owner of such entity in detail and accurately, and 2) Circumstance, to Seller in writing before Purchaser made this Agreement valid by signing to it. If Circumstance does occur after this Agreement is made, Purchaser shall issue Request to Seller and obtain its written consent thereto from Seller at least thirty (30) days before Purchaser actually issues new L/C. In any case Seller may, at its discretion, reject Request.
13. Confidentiality	The information, documents, data and/or materials provided by one Party to the other Party shall be utilized by the other Party for the purpose of performing its responsibilities and obligations under this Agreement, and shall not be disclosed to a third party other than the Parties hereto, provided, however, that such other Party may disclose such information, documents, data and/or materials to a third party when required by law or judicial or other governmental proceedings to disclose them.
14. Survival Provisions	Except for the obligations assumed by the Parties under Articles 7, 8, 11, 14, 15, 16, 17, 18 hereof, upon expiration or termination, for any reason, of this Agreement, all rights accruing to either Party hereunder shall forthwith lapse.
15. Entire Agreement	This Agreement constitutes the entire and sole agreement between Parties and supersedes all previous negotiations, discussions, agreements and commitments with respect to the subject matter hereof. This Agreement shall not be amended, altered, changed or modified in any manner, except by an instrument signed by the duly authorized representative of each Party.
16. Severability	Should any provision of this Agreement be deemed to contradict the laws of any jurisdiction where it shall be performed or to be unenforceable for any person, such provision shall be deemed null and void, but this Agreement shall remain in force in all other respects.
17. Waiver	The failure of either Party hereto at any time to require performance by the other Party of any responsibility or obligation of this Agreement shall in no way affect the full right to require such performance at any time thereafter.
18. Assignment	Neither Party hereto shall assign or transfer this Agreement or any right or interest herein specified unless the other Party has given its prior written consent thereto except assignment to each Party's affiliated company or its parent company.
19. Headings	Headings in this Agreement are solely for convenience and shall not to be used for construing or interpreting this Agreement.
Hitachi Elevator Philippin	es Corporation Conforme: MITACHI BUILDING SYSTEMS CO., LTD. (Seller)

Hitachi Elevator (Agent)

Johnny Yeo President

HITACHI BUILDING SYSTEMS CO., LTD. (Seller)

@100/10

Hiroshi Kishi Department Manager Global Marketing & Sales Department

Date: June 18, 2019

HITACHI Inspire the Next

		S	Summary	Price for Equip	oment		Thought agreemen
lain Offer							
Model	Lift No.	Capacity	Speed	Stop/Floor	Qty	Equipment Cost per Unit (CIF CDO)	Total Equipment Cos (CIF CDO)
VFI-II-1000-2560	BE 1-3	1000 Kgs.	60mpm	10S/10F	3	USD 39,700.00	USD 119,100.0
VFI-II-1000-2560	BE 4	1000 Kgs.	60mpm	10S/10F	1	USD 39,500.00	USD 39,500.0
				Total Units:	4	TOTAL:	USD 158,600.0

*Note please refer to Appendix 1 for Deviations of Specifications

Hitachi Elevator Philippines Corporation

(Agent)

Johnny Yeo President

Conforme:

6120 1

Date:

HITACHI BUILDING SYSTEMS CO., LTD. (Seller)

Hiroshi Kishi Department Manager Global Marketing & Sales Department

Technical Specifications

HITACHI TECHNICAL SPECIFICATION Page: 1 of 3

Our Ref: EL-18J05750T7-19/CDO-0031

Date: June 18, 2019

Project Name: ACE MEDICAL CENTER ZAMBOANGA

HITACHI Inspire the Next

	Location	-65.AT	Zamboanga City				
	Main/Alternative		Main				
	Lift No.		BE 1-3	BE 4			
	Type		В	led			
	No. of Lift		Three (3)	One (1)			
	Model	See A	VFI-II-1	000-2860			
	Load kg			000			
1	No. of Person	No. of Person		15			
	Speed	m/m	6	50			
2	Travel	mm	32,600	32,600			
GENERAL	Service Stop Floors		G, 2, 3, 4, 5, 6, 7, 8, 9, RD	G, 2, 3, 4, 5, 6, 7, 8, 9, RD			
2	No. of Floors	300	10	10			
3	No. of Openings		10	10			
1	Front Served (Front)		10	10			
	Floor Served (Rear)			SI			
	Operation		3-Car Group	Simplex			
	Control System			quency with Microprocessor control			
	Width mm		1,500				
	Depth	mm	2,500				
	Car Height (False)	mm	2,300				
	Car Height (Bare)	mm	2,470				
3	Type of Buttons		OPS-UB15				
LIFT CAR	Car Position Indicator			Aatrix			
1	Location of Car Position Indicator	978		leturn Wall			
	Door Safety Devices			fety edge on one(1) side			
	Car Door Sill			rd Aluminum			
	Car Arrival Signal	Y AV		Top & Bottom			
	Overload Lamp & Buzzer	1	Prov				
	Width (per lift)	mm	2,300	2,350			
	Depth (per lift)	mm	3,263	3,263			
TOP	Overhead (Minimum)	mm	4,7	00			
2	Pit Depth (Minimum)	mm	15	00			
	Location		To	op			
LIVIK	Width	mm	7,340				
	Depth	mm	5,1				
	Height (to underside of hoisting hooks)	mm	2,2	00			
· >	Power Source		400	0V			
3 5	Lighting Source		230	OV ·			
POWER	Motor Capacity	kW	6.7kW/Li	ît (9 HP)			
S	Building Breaker per Lift	A	40A				



HITACHI TECHNICAL SPECIFICATION Page: 2 of 3 Our Ref: EL-18J05750T7-19/CDO-0031

Date: June 18, 2019

Project Name: ACE MEDICAL CENTER ZAMBOANGA



		Location	Zamboanga City				
		Main/Alternative	Main				
		Designation	BE 1-3 BE 4				
		Туре	Bed				
		No. of Lift	Three (3) One (1)				
		Model	VFI-II-1000-2S60				
		Door Type	2-Panel Side Opening				
		Door Width mm	1,200				
	₹.	Door Height mm	2,100				
L		Door sifl	Extruded Hard Aluminum				
	2	Door Panel Finishes	Stainless Steel Hairline Finish				
	FLOOR	Jamb Type & Finishes	AS-1X Narrow Jamb w/ Stainless Steel Hairline Finish				
ا پ	3	Transom Panel & Finishes	Stainless Steel Hairline Finish				
ANDING		Hall Indicator/Lantern	Hitachi Hall Indicator w/ Lantern: "HLS-025SD"				
5	5	Hall Indicator/Lantern Faceplace Finishes	Stainless Steel Hairline Finish				
3	GROU	Hall Button/Indicator	Hitachi Hall Button: "BL-UB-15S-3"				
1	3	Hall Button/Indicator Faceplace Finishes	Stainless Steel Hairline Finish				
T		Door Panel Finishes	Stainless Steef Hairline Finish				
1	2	Jamb Type & Finishes	AS-1X Narrow Jamb w/ Stainless Steel Hairline Finish				
	OTHER	Transom Panel & Finishes	Stainless Steel Hairline Finish				
18	6	Hall Button/Indicator	Hitachi Hall Button w/ Indicator: "VSDX-UB15S-3"				
		Hall Button/Indicator Faceplace Finishes	Stainless Steel Hairline Finish				
		Car Door	Stainless Steel Hairline Finish				
ES		Car Transom span across the Car width	Stainless Steel Hairline Finish				
SH		Car Operating Panel	Stainless Steel Hairline Finish				
LIFT CAR INTERIOR FINISHES		Car Sub Operating Panel	Nil				
F F		Front Wall	Stainless Steel Hairline Finish				
O		Rear Walls	Stainless Steel Hairline Finish				
28		Side Walls	Stainless Steel Hairline Finish				
Ę		Handrail	Flat-bar (H-100mm) on 3 sides				
5		Kickplate on 3 Walls	Stainless Steel Hairline Finish				
Y		Car Floor (Supply & Cut to size by Builder)	(Tiles by Owner) Recessed 30mm				
r		Car Bare Ceiling	Painted Steel Finish				
H		Car False Ceiling	SL-102S				
100		Maximum Allowable Deco Weight Kg	100kg				
	T.	Alarm Button	Interphone				
M.	SY	Alarm Button Location of Master Intercom	All underground pipes by others				
	_	Location of Electrical DB (By others)	To be located inside the Elev. Shaft (upper level); tapping point by others				
	-	Separator Beam, Trimmer Beam	Provisional Cost				
		I-Beams, Hoisting Beams, Hooks	By others				
L		Cat Ladders at Lift Pit or LMR	By others				
-	-	Grouting works for all openings	By others				





HITACHI TECHNICAL SPECIFICATION Page: 3 of 3 Our Ref: EL-18J05750T7-19/CDO-0031

Date: June 18, 2019

Project Name: ACE MEDICAL CENTER ZAMBOANGA



13.3	Location	Zamboan	ga City			
	Main/Alternative	Mai	n			
	Designation	BE 1-3	BE 4			
	Туре	Bed				
	No. of Lift	Three (3)	One (1)			
	Model	VFI-II-100	10-2S60			
13	Mischievous Call Cancellation	Provid	ied			
	Floor "Deselect" Function	Provid	led			
	Automatic Return Function	Provid	led			
	Car Call Cancellation	Provid	led			
	Arrival Chime	Provid	led			
	Automatic Turn-off of Car Light & Fan	Provid	led			
	Maintenance Operation	Provid	led			
	Overload Detection Device	Provid	led			
	Car Emergency Lighting	Provided				
	With Attendant Operation	Provided				
	Rescue Operation	Provided				
	Nearest Landing Operation for Minor Trouble	Provided				
	Interphone System	Provided				
	Door Safety Shoe (One side)	Provided				
	Multi-Beam Door Sensor	Provided				
	Door Safety Return System	Provided				
	Abnormal Speed Protection Function	Provided				
	Alarm for Stopping out of Open Zone	Provided				
4	Micro Leveling Operation	Provided				
	Independent Operation	Provided				
	Automatic Emegency Operation	Provid	ed			
	Fire Emergency Operation	Provid				
	Voice Synthesizer	Provid	ed			
	BGM Speaker	Provided				
	Provision for CCTV (Cable only)	Provid				
	Provision for Card Reader (Interface only)	Provid	ed			





ALLIED CARE EXPERT MEDICAL CENTER

Don Alfaro St., Tetuan, Zamboanga City

Attention

Dr. JAMES ROBERTSON PICHEL

Dear Sir.

RE: INSTALLATION SALES PROPOSAL FOR "ACE MEDICAL CENTER ZAMBOANGA"

We are pleased to quote for the installation of the subject elevators as follows:

1. COMPLETION OF INSTALLATION

We estimate to complete the installation work within <u>Six (6) months</u> after the signed handover of shaft to HEP, subject to force majeure, strikes, lock- outs, acts of God, acts of government and other factors beyond our control. Upon completion of installation and testing (permanent/temporary power) the equipment is immediately turned over for use. Subject to the provided construction schedule upon award.

TERMS OF PAYMENT FOR INSTALLATION

- a. 30% Upon acceptance of this offer
- b. 20% Upon arrival of elevator from factory
- c. 20% Upon completion of 50% of work
 - Upon presentation of accomplishment report from HEP to be acknowledged by the project manager
- d. 20% Upon completion of 90% of work
 - Upon presentation of accomplishment report from HEP to be acknowledged by the project manager
- e. 10% Upon Acceptenace of Owner
- f. Upon presentation of turnover documents from HEP to be acknowledged by the project manager

HEP

Hitachi Elevator Philippines Corporation

Executive and Sales Office
Unit 604 Penthouse Level, Oppen Bldg. 349 Sen. Gil Puyat Ave., Makati City Philippines Tel. +63-2-548-9000 FAX: +63-2-808-8363
MAIN OFFICE: Room 301, Oppen Building, 349 Sen. Gil Puyat Avenue, Makati City Philippines Tel: +63-2-548-9000 Fax: +63-2-808-8363
CEBU OFFICE: Unit 606, Club Ultima Phils. Osrneña Blvd. Cebu City Philippines Telefax: +63-32-253-6761
CBU OFFICE: RER Phase 1 National Highway Brgy. Kauswagan, Cagayan de Oro City, Philippines Tel. No.: (+632) (088) 881-5973 / 859-3379 / 859-3369



REMARKS: The terms of payment are based on no money retention. HEP reserves the right to suspend installation, if payment is not done based on the above terms. In case completion of installation based on the contract is delayed or extended for more than 60 days due to building side problems, HEP shall have the right to increase the installation price. Likewise, the quoted installation price is subject to adjustments due to change in cost of labor and materials as a result of any legislative enactment or the exercise of government powers. In the case of Progress Billing, HEP will prepare/submit accomplishment report with indicated progress and Customer shall evaluate and reply with 21 working days after the receipt of accomplishment report. Upon issuance of invoice by HEP billing shall be processed and paid to HEP within 30 days of invoice date. All installation payments are final and not refundable. In the case customer unreasonably withhold the evaluation or signing on COC through no fault of HEP, HEP may issue invoice and Customer shall pay the consideration by the due date.

2. INSTALLATION & DELIVERY

The number of months within which HEP shall complete the whole installation work shall be computed from date of receipt of all equipment and parts at the jobsite and subject further to the availability of the building to allow installation in accordance with the progress of construction of the same, provided that the elevator shaft/escalator well way shall have been accepted by HEP to be in accordance with its requirements at the time of delivery of equipment and parts of the jobsite. Our workmen shall be given a safe place in which to work as well as free board and lodging (for projects outside the boundaries of Metro Manila and Metro Cebu). Provided further that the terms of payment for installations have been complied with by the buyer. Should HEP be obstructed or delayed in the execution or completion of the work herein subject by any act, neglect, or default of the buyer or by any damage which may happen by reason of fire, lightning, earthquake or abandonment of work during general strikes, lock-outs, epidemic or other calamities or unavailability of material or such other causes beyond the control of HEP then the stipulated time for the completion of the work shall be extended for a period equivalent to the time lost by reason of the cases aforesaid.

3. ACCEPTANCE OF EQUIPMENT

The equipment shall be deemed accepted by the Buyer/Owner if any of the conditions exist:

- a. Turnover to or acceptance by the buyer.
- b. Actual use by Owner (s) representative or Construction Managers
- c. The lapse of Twenty-One (21) working days after final testing and turnover documents submitted to Owner (s) representative or Construction Managers, without any further action or communication from the buyer.

*Note: Turnover Documents:

- a. Permit to operate (Original copy) -**BY OWNER**
- b. 100% installation accomplishment report
- c. Turnover punch list report
- d. As built drawings

Hitachi Elevator Philippines Corporation

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CAGAYAN DE ORO OFFICE: RER Phase 1 National Highway Brgy. Kauswagan, Cagayan de Oro City, Philippines Tel. No.: (+632) (088) 881-5973 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-3379 / 859-33

TEP:



4. SITE CONSTRUCTION USE (SCU)

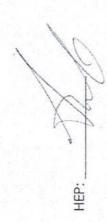
- a. SCU can only be used after signing of the 100% accomplishment report by the owner.
- b. All SCU agreements shall be agreed separately.

5. WARRANTY

The equipment covered by this proposal are guaranteed by HEP under normal operating conditions for a period of <u>One (1)</u> year from completion of installation or <u>Eighteen (18) months</u> from date of shipment, whichever comes first. Any part of material found to be defective within that period, not attributed to normal wear and tear or incorrect operation, shall be replaced free of charge.

6. MAINTENANCE:

- a. Free of charge monthly service and maintenance will be performed by our skilled technicians under the direct supervision of HITACHI Trained Engineers, once a month for a period of <u>Twelve (12)</u> <u>months</u> commencing from the signed 100% accomplishment report. (APPLICABLE FOR METRO MANILA, METRO CEBU AND CAGAYAN DE ORO PROJECT ONLY).
- b. Regular periodical servicing and maintenance after the first <u>Twelve (12) months</u> period will be undertaken by HEP after acceptance of the maintenance contract between BUYER and HEP.





Executive and Sales Office
Unit 604 Penthouse Level, Oppen Bidg. 349 Sen. Gil Puyat Ave., Makati City Philippines Tel. +63-2-548-9000 FAX: +63-2-808-8363
MAIN OFFICE: Room 301, Oppen Building, 349 Sen. Gil Puyat Avenue, Makati City Philippines Tel: +63-2-548-9000 Fax: +63-2-808-8363
CEBU OFFICE: Unit 605, Club Ultima Phils. Osmeña Blvd. Cebu City Philippines Telefax: +63-32-253-6761
CAGAYAN DE ORO OFFICE: RER Phase 1 National Highway Brgy. Kauswagan, Cagayan de Oro City, Philippines Tel. No.: (+632) (088) 881-5973 / 859-3379 / 859-3379 / 859-3379



Date: June 18, 2019

7. Summary of Price for Installation

EL no	Model	Stops	Floors	Qty	Installation Cost per Unit (PHP)	Total Installation Cost (PHP)
BE 1-4	VFI-II-1000-2S60	10	10	3	540,000	1,620,000
BE 3	VFI-II-1000-2S60	10	10	1	520,000	520,000
			Total	4		2,140,000

8. Summary of Other Costs

		Total:	Php	2,990,000.00
10.	Brokerage & Delivery to Site	Brokerage Fee, Trucking charges, from CDO Port to Jobsite	Php	820,000.00
9.	Taxes & Duties	Customs Releasing	Php	1,210,000.00
8.	Separator I-beams	Provisional cost	Php	340,000.00
7.	AVR/TVSS	Provisional cost	Php	570,000.00
6.	Scaffoldings		I	Provided by owner
5.	Safety Barricades		I	Provided by owner
4.	Temporary Utilities	Electrical & Water Consumption	Provided by ow	
3.	Permits, Licenses and Contractor's Tax	Permit to Install & Permit to Operate; Contractors tax and permits from municipalities	By owner (legwork owner; requirements be complied by H	
2.	Unloading & Hauling at Site	Unloading of equipment at site after delivery	Crane/boom/fork provided by ow	
1.	Mobilization / Demobilization	Transport of our installation equipment to site	Php	50,000.00

Very truly yours,

Hitachi Elevator Philippines Corporation

Johnny Yeo President

Conforme:

Name:

6120/19 Date:

Hitachi Elevator Philippines Corporation

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Page 4 of 6

^{*} Line items as per other costs can be removed should the required be provided by Owner.



Date: June 18, 2019

W ORKS TO BE DONE BY OTHER CONTRACTORS

All builders or other specialist works including but not limited to the following, shall be the design and work of the builder or other specialist contractors. These works shall under no circumstances be undertaken by the lift/escalator contractor and shall be provided at no cost to the lift/escalator contractor. If there are any contradictions between the following and the tender specifications, the following shall take precedence over the tender specifications:

- Providing a properly framed and enclosed hoistway (as per approved layout drawings) including vent opening at the
 top of the shaft leading to the external air, cat ladder, all emergency exit doors where applicable in the blind portion
 of the hoistway and if necessary its extension above the roof. It shall be the responsibility of the builder to ensure
 that the verticality of the individual hoistway and pit is constructed is within 25mm.
- Providing a water-proof lift pit of adequate depth (as per approved layout drawings) below the lowest landing with pit access door where applicable and buffer plinths.
- 3. Providing a water-proof, properly lighted, ventilated machine room (as per approved layout drawings) whether natural, forced or air-conditioned of the machine room, based on the heat dissipation data given by the lift contractor, and to provide proper, safe and adequate access thereto. The machine room floor or suitably positioned reinforced concrete plinths/wall pockets/structural supporting steel beams based on lift contractor's requirements shall be provided to directly support the machine and its supporting structure. (Not Applicable for Machine Room-Less (UAG/OUX) Elevators)
- Providing a suitable hoisting beam or hook (as per approved layout drawings) for hoisting and/or future maintenance purposes.
- 5. Providing all chasing and cutting of holes in the walls, floor or partitions including temporary void (if required) as the machine room floor for the purpose of hoisting lift equipment, together with any repairs, grouting and making good after installation of the lift equipment and accessories (as per approved layout drawings). The lift/escalator contractor shall co-ordinate with the main contractor and monitor the progress at site.
- 6. Provide filling, grouting, necessary anchorage and making good of the surrounding of landing door frames and casing for hall buttons and indicators, wall or floor penetrations for trunkings and conduits are required.
- 7. Providing all the necessary cement and/or concrete for grouting in brackets, anchor bolts, etc.
- 8. Providing and erecting suitable scaffoldings and all necessary alterations as required by HEP.
- Providing electrical works in the machine room including the design, supply and installation of distribution boards/circuit breakers and the single-phase supply to each lift to the lift/escalator contractor requirement.
- Providing proper lighting and temporary/permanent electrical supplies of adequate capacity including 3 phase power
 in the machine room for installation, testing and commissioning of lift/escalator.
- 11. Providing light, water, and other jobsite facilities.
- 12. Providing a permanent reference/datum line, until the lift/escalator is certified as completed in the lift shaft (on the shaft wall) near to each lift landing or closer to the escalator for the purpose of setting door sill/escalator level and centering of opening.

Hitachi Elevator Philippines Corporation Executive and Sales Office

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Owner. Show



Date: June 18, 2019

- Providing (including design) of the divider/separator beams in multiple hoist ways to the lift contractor's requirement.
- Providing the piping work for all underground/concealed wiring work when it is required for any facility or accessory related to the lift/escalator system.
- 15. Providing the necessary fire alarm signal and power supply failure signal terminated in every lift machine room and the inter-motor room linking for the activation of the emergency operation of the lifts including provision of the building standby generator and associated switch gear where applicable.
- 16. Providing the intercom units for the lift car, machine room and supervisory panel rooms or any other location required, when the lift communication system is required to be integrated with the building intercom system intended other than for lift car, machine room or lift supervisory panel communication.
- 17. Providing all cabling works between machine room and supervisory panel rooms or any other points of the lift or escalator to be monitored. Interface provided are limited to the following signals or functions shall be provided in the form of dry contacts by the lift contractor in individual lift machine rooms and escalator machinery compartment:
 - 17.1. Position of lift cars
 - 17.2. Travel direction of lift/escalator
 - 17.3. Remote parking of lift (on/off position)
 - 17.4. Emergency alarm bell
 - 17.5. Lift/escalator working under normal power supply
 - Lift/escalator under standby generator supply
 - 17.7. Lift working under standby generator supply
 - 17.8. Status of doors (fully opened or closed)
- 18. Providing dry and covered storage on site in the event that the building is not ready for the installation of the lift/escalator in accordance with the agreed programme which shall be finalized during the progress of construction by allowing sufficient lead time for delivery. If storage at site is not conducive of insufficient, off-site storage or cost of off-site storage including (but not limited to) payment for double handling shall be provided. For the purpose of progress payments, such material / equipment stored off-site shall deem to be material/equipment delivered to site. A lockable storage space at site shall be provided for tools or small parts necessary for the installation of the lift/escalator.
- 19. Provision of proper barricades to entrances and openings of the lift hoist way prior to handing over the lift hoist way to the lift contractor for the commencement of lift installation works. This is to prevent objects and debris from falling into the lift hoist way during the course of lift installation works.
- 20. Providing suitable access and supporting points for shifting of equipment to actual location for installation
- 21. Providing free use of tower cranes to hoist elevator/escalator to machine room
- 22. Providing free use of passenger hoist, workers lift (if available at site) during installation.

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Owner:

General Contract

PROPOSED ALLIED CARE EXPERT MEDICAL CENTER ZAMBOANGA DUCT, CHILLED WATER AND FCU DRAIN PIPING OF OPERATING ROOM CONSTRUCTION

228 Don Alfaro St Tetuan, Zamboanga City

CONTRACTOR AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into this pt day of March 2021, by and between:

ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at 228 Don Alfaro St Tetuan Zamboanga, represented herein by its President, JAMES ROBERTSON PICHEL, hereinafter referred to as the "ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC.":

-and-

GOOGOL CONSTRUCTION COMPANY, INC., a corporation duly established and existing under and by virtue of Philippine laws with postal address at 243 Sto. Entierro St. Sto. Cristo Angeles City, Pampanga, represented herein by its Managing Director, MR.YOUNG MUN LEE, hereinafter referred to as the "CONTRACTOR";

WITNESSETH:

WHEREAS, ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. has accepted the bid of the CONTRACTOR for the construction of the 5 OPERATING ROOM, DELIVERY ROOM, AND DOCTORS LOUNGE for the ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. located at 228 Don Alfaro St Tetuan Zamboanga, herein after referred to as the "PROJECT".

WHEREAS, CONTRACTOR represented itself to be a legitimate labor contractor duly licensed and with an independent business having substantial capitalization and investment, fully equipped with the necessary tools, materials, equipment and manpower and possessing the necessary skills and competence to undertake the PROJECT and scope of works provided hereunder.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties to this Contract mutually agree, stipulate and covenant as follows:

ARTICLE 1 - SCOPE OF WORK

- 1.1 The CONTRACTOR shall undertake the installation of Duct, Chilled Water and FDU Drain Piping in OPERATING ROOM, DELIVERY ROOM, DOCTORS LOUNGE for ALLIED CARE EXPERTS MEDICAL CENTER ZAMBOANGA CITY, INC. located at 228 Don Alfaro St Tetuan Zamboanga City, in strict accordance with the negotiated Bid Proposals and subject to all conditions and requirements of the plans, drawings, specifications and other Contract Documents hereto attached and made integral part of this Contract.
- 1.2 The Scope of Work shall also include all activities needed to complete the PROJECT and as approved by ALLIED CARE EXPERTS MEDICAL CENTER -ZAMBOANGA CITY, INC. All the required activities are stipulated in the

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submitted proposal, which forms part of this Contract, including all undertakings, representations, warranties and answers to all queries, as clarified through emails, between the Parties.

1.3 The Scope of Work, as provided under Article 1 of this Contract and any revisions, alteration, as agreed to by both Parties, including any additional work and/or change order approved by the Owner is herein referred to as the "Work".

ARTICLE 2 - CONTRACT PRICE

2.1 ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. hereby agrees to pay the CONTRACTOR for performance of the Work set forth in the Contract Documents the sum of THREE MILLION SIX HUNDRED FORTY SEVEN THOUSAND AND FIVE HUNDRED TWENTY TWO PESOS AND 00/100 (P 3,647,522.00)

ARTICLE 3 - SCHEDULE OF PAYMENT

3.1 ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. shall pay the CONTRACTOR forty percent (40%) of the Contract Price as Down payment. The payment will be paid by ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. upon receipt of Performance bond (20% of Total contract value) or in the form of SURETY BOND as per clause 2.1.2.

3.2 ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. shall pay the CONTRACTOR forty percent (40%) 50 Days from the down payment as 2nd MILESTONE payment which compensates 80% Progress of the overall site works.

3.4 ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. shall pay the CONTRACTOR the remaining 20% (last final payment) after achieving a substantial completion of the project with signed-off certificate of acceptance from PMT and with ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC.

The Retention Amount shall only be released by the OWNER to the CONTRACTOR after the date the project has been handed over and submits warranty bond by CONTRACTOR, subject to the defect liability period. The defect liability period on all work performed on the Construction shall not be less than 1 (one) year from the acceptance by the OWNER of the certificate of completion of 100% of the Construction. This period shall not prejudice the OWNER as to any and all available rights and remedies afforded to it by governing law(s).

ARTICLE 4 - CONFLICTS OR INCONSISTENCIES IN THE DOCUMENTS

4.1 In the event of any conflict or inconsistency between the provisions in the various Contract Documents, the documents shall have the following precedence:

First - Contract Agreement

Second - Uniform General Conditions of Contract CIAP 102 v.

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Third - Specifications and Codes

Fourth - Any document incorporated as Sections or

Appendices to the contract agreement

Fifth - RFI's, SI's and Site Memos including Meeting minutes

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ARTICLE 5 - TIME OF COMPLETION

5.1 The Contractor agrees to complete the entire work and turnover the Operating Room Complex within a time bar of 90 days from Receipt of Notice to Proceed (NTP) and Down payment.

ARTICLE 6 - LIQUIDATED DAMAGES

In the event that the CONTRACTOR refuses or fails to complete the Construction within the time specified herein or within the validity of extensions that may be granted by the OWNER, if any, the SOUTHWEST PREMIER HOSPITAL is hereby authorized to deduct liquidated damages from any amount due or which may hereafter become due to the CONTRACTOR as its fee under this Contract.

The liquidated damages shall be equivalent to 0.3% (zero point THREE percent) of the total contract amount for each calendar day of delay until the Construction is completed.

The payment and acceptance of liquidated damages shall not be construed as a waiver on the part of the PRINCIPAL of its rights under this Contract or pertinent law on the matter by reason of the refusal or failure of the CONTRACTOR to complete the PROJECT within the time frame specified in the Contract.

ARTICLE 7 - WITHHOLDING OF PAYMENT AND APPLICATION

The OWNER is authorized by the CONTRACTOR to withhold any payment due the latter and to apply such payment as settlement of an obligation but only to the extent of such lawful claim, demand, debt or obligation, in any or all of the following instances: (i) in case of breach by the CONTRACTOR of any of its representation, warranty/ies, obligation/s to the PRINCIPAL under this Contract; (ii) when the CONTRACTOR owes the PRINCIPAL a sum of money; (iii) when there is a lawful claim or demand made against the OWNER which will make or hold the PRINCIPAL liable therein; and (iv) analogous causes, or such other causes as may be authorized by existing laws.

ARTICLE 8 - ACCEPTANCE

6.1 The contractor hereby represents and warrants that every fact stated or represented by the Contractor, or by any personnel or agent of the Contractor, to the Owner, or to a personnel or representative thereof in or in connection with any proposal or bid made by the Contractor in respect of the Work, is true and agrees that the Owner shall be conclusively deemed to have relied on such representation or statement in entering into this Contract. The Contractor warrants that he is properly and completely licensed as required by the law and will assign competent and properly licensed personnel in the execution of the work.

ARTICLE 9 - LIABILITY

The CONTRACTOR shall hold ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. free and harmless from any claim or demand, or any obligation or liability it may incur in, carrying out this Contract regardless of its nature and source whatsoever.

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The CONTRACTOR shall further hold ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. free and harmless from any claim or demand which may be filed, including any judgment or award obtained, by its workers against the PRINCIPAL by reason of their employment, or assignment under this Contract involving but not limited to violation of the Labor Code, and other labor laws, decree, order, rules and regulations, which are now in effect or which may hereafter be enacted, the intent and purpose being to absolve, free and discharge ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. absolutely and unconditionally from any and all such claim, or demand.

In case a labor inspection is made at the premises of ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. where violations of labor laws, standards and social legislations are found, the CONTRACTOR shall defend the ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. in such complaint or proceeding all at its own expense, further indemnifying the ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. any damages including such expenses it may incur therein such as lawyer's fees and litigation expenses, the intent and purpose being to absolve, free and discharge the ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. absolutely and unconditionally from any and all liability, claim, or demand.

Finally, any and all expenses incurred by ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. in prosecuting and/or enforcing a claim against the CONTRACTOR, including litigation and attorney's fees, or defending its right or interest under this Contract from the latter or any third person, shall be for the sole and exclusive account of the CONTRACTOR, the intent and purpose being to absolve, free and discharge the ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. absolutely and unconditionally from incurring such expenses.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR shall be liable and indemnify the ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC. in full for any and all loss, damage or injury to the latter's property, and that of its officers and employees, or to any bodily injury including death of any person, if, upon and after proper investigation by the ALLIED CARE EXPERTS MEDICAL CENTER - ZAMBOANGA CITY, INC., the loss, damage or injury or death was due to the willful or negligent act or omission of its officers, employees and workers of the CONTRACTOR. These acts shall include but not limited to theft, robbery, and damage to property, physical injuries, and other felonious and unlawful acts. The liability shall likewise include indemnification for all consequential losses and damages.

SPECIAL TERMS AND CONDITIONS

1.0 OWNER'S RESPONSIBILITIES

The Owner shall make the area available to the Contractor upon issuance of Notice to Proceed.

2.0 CONTRACTOR'S RESPONSIBILITIES

2.1 INSURANCES

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2.1.1 The Contractor shall provide the following insurance coverage for this contract:

TYPE OF POLICY		AMOUNT
(a)	Contractor's All Risk (CAR)	Material damage coverage equivalent to Contract Price with a deductible of P200,000 for acts of God or P100,000 for other perils.
(b)	Third Party Liability	P100,000 combined single limit both of the bodily injury and property damage with a deductible of P50,000 for Third Party Property damage only

2.1.2 The Contractor shall provide adequate Insurance including, but not limited to, Personal Accident Coverage of their own personnel amounting to P50,000.00, and Third-Party coverage of motor vehicle to be used within the Project amounting to P500,000.00.

2.2 BONDS

The contractor shall, at his own expense, submit to the Owner a Surety Bond for the entire amount of the Advance Payment (down payment).

2.3 TEMPORARY FACILITIES

Contractor shall provide at his own expense complete temporary facilities with complete area for sanitary, lightings, fire protection, ventilation, and the likes required for the execution of the works as follows:

- 2.3.1 Barracks for construction workers
- 2.3.2 Perimeter fence
- 2.3.3 Project Office
- 2.3.4 Warehouse
- 2.3.5 Portalets at Construction's Area
- 2.3.6 Any other required temporary facility

2.4 CLEAN UP

- 2.4.1 The Contractor shall undertake a daily clean-up of the work area in compliance with Article 40 of General Terms and Conditions, Regular inspection of working area shall be undertaken by the PM. Processing of progress payment may be withheld for non-compliance for this provision.
- 2.4.2 The Contractor shall maintain properly all permanent / temporary roads / access during construction and shall ensure that all tires of trucks will be cleaned before leaving the project site to eliminate the possibility of transporting mud or debris off the site. Dust control will be maintained on all roads at all time. Street sweepers shall be maintained to ensure road to be free of dirt. Processing of progress payment may be withheld for non-compliance for this provision.

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- 2.4.3 The Contractor shall provide containers for solid wastes. The containers shall be placed in conspicuous places and shall be disposed daily to disposal areas authorized by the approved Government agencies.
- 2.4.4 Human wastes shall be contained or deposited in storage tank thru Portalets and shall be regularly disposed to disposal area authorized by the approved Government agencies. Septic tanks are prohibited on the site.
- 2.4.5 The Contractor shall keep the project site free from any fuel, oil and lubricants spillage.
- 2.4.6 The Contractor shall execute the whole work (project) in an environmentally acceptable manner. The Owner has the authority to determine and request the Contractor the implementation and compliance of all environmental aspects in conjunction with DENR's requirements.

2.5 SAFETY

- 2.5.1 Contractor shall ensure compliance of the safety requirement
- 2.5.2 Contractor shall provide safety headgear, safety harness and foot protection to all workers within the project site at all times.
- 2.5.3 Contractor shall assign an accredited Safety Engineer on a full time basis.
- 2.5.4 Contractor shall provide and maintain accesses and egresses on all work areas complete with required railings and landings.

2.6 FIRE PROTECTION AND DISASTER CONTROL

- 2.6.1 Contractor shall provide a fire protection and disaster control plan for the entire project execution of work.
- 2.6.2 Fire extinguishers shall be provided at all times when working involves open flames.
- 2.6.3 Adequate water reservoir with fire hoses shall be provided at the Contractor's temporary facilities.

2.7 SECURITY

- 2.7.1 The Contractor shall provide adequate security personnel to assure daily project security.
- 2.7.2 Security of the Owner's supplied materials shall be the responsibility of the Contractor. Loss of Owner supplied materials shall be replaced by the Contractor at his own expense.

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2.8 SITE CONDITIONS

It is agreed that the Contractor has examined the site of the work and has satisfied himself as to the nature and location of the work and local condition at the site, the equipment and facilities needed prior to and during the execution of the work, the means of access to the site, execution of the work, the means of access to the site, local accommodation and all necessary information as to risks, contingencies and circumstances and all other matters which can in any way affect the work. It is the responsibility of the Contractor to determine the completeness, accuracy and validity of all information and data relative to the Project. No claims arising from inaccurate, incorrect, or insufficient information from whatever source shall be entertained.

2.9 PERMANENT BENCH MARKS AND SURVEY MONUMENTS

The Contractor shall construct (2) permanent bench marks in a manner that precludes movement of settlement of same, near the sites of construction for the purpose of determining any settlement that may occur within the works during the progress of construction.

These survey monument shall be used to determine locations, settlement and as reference for all works associated with the Project.

2.10 SPECIAL ENVIRONMENTAL REQUIREMENTS

2.10.1 The Contractor shall minimize generation of noise at the project site by installing temporary sound barrier system and by ensuring that all construction equipment are maintained, regularly checked and all silencing devices maintained fully operational.

2.11 UTILITIES

2.11.1 Water

The Contractor shall provide all water requirements needed for the entire duration of construction.

2.11.2 Power and other utilities

The Contractor shall provide all power and other utilities requirements needed for the completion of the project.

2.12 CHANGES

From time to time during the execution of the work, the Owner/Designer may issue technical and administrative instructions or changes and revisions to previously issued documents (including, but not limited to, drawings, specifications, design notes, memos, letters, field instructions and responses to Requests of Information). The routine issuance of these documents or revised documents cannot be interpreted as an Owner

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approved or instructed change to Contract Schedules, Prices, or Scope of Work but nevertheless Contractor shall proceed to comply with the content and intent of such documents.

In the event that any such document issued to the Contractor is considered by the Contractor to represent a change to Schedules, Contract Price or Scope of Work, or any other contract condition, then the Contractor shall notify the Owner at the earliest possible time. If there's no notification received by the Owner within ten (10) calendar days of the Contractor's receipt of the document, then it is agreed that no contract adjustment is required and the Contractor shall proceed to comply with the content and intent of such document.

If the Contractor notifies the Owner that the document in question does represent a change to a contract condition, the details and specific contract adjustment proposed by the Contractor shall be notified to the Owner within ten (10) calendar days of the issuance of the Contractor's Initial Notification.

In no case shall the Contractor proceed with any work which he considers requires an adjustment to the contract without written approval of the Owner.

NOW THIS AGREEMENT WITNESSETH

The OWNER engages the CONTRACTOR to provide those services described in the terms as set out in this Agreement, the CONTRACTOR agrees to provide those services on and

SIGNED	for and on behalf of the	in the presence of
	ALLIED CARE EXPERTS MEDICAL CENTER – ZAMBOANGA CITY, INC.	
	JAMES ROBERTSON PICHEL	
	President	Witness
SIGNED	for and on behalf of	
	GOOGOL CONSTRUTION COMPANY INC.	

YOUNG MUN LEE Managing Director

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES} CITY OF ZAMBOANGA CITY } S.	S.	
BEFORE ME, a Notary Public on this of following personally appeared:	day of of MAR 15	5 2021 _{2021 the}
NAME	CTC/ACR/Passport	Date/Place Issued
ALLIED CARE EXPERTS MEDICAL - ZAMBOANGA CITY, INC.		
JAMES PICHEL ROBERTSON C. PICHEL, M.D.	Driver's License No. JO4-95-051111	Zamboanga City
GOOGOL CONSTRUCTION COMPANY INC.		
,		
Both known to me the persons who ex-	ecuted the foregoing instru	ument.
This instrument consisting ofacknowledgement is written, has been every page thereof and acknowledged act and deed as well as of the entities	signed by the parties and d to me that the same is they present.	witnesses on each and their free and voluntary
WITNESS MY HAND AND NOTARIAL City oZAMBOANGA CITY	SEAL, this day of _	MAR 13 2021 at
	\sim	
Doc. No. <u>388</u> ; Page No. <u>79</u> ; Book No. <u>78</u> ;	ATTY. ERNES	UBLIC
Series of 2021.	188 Gov. Ramos Ave., 1 Notarial Commission Until December IBP No. 157288; 0 PTR No. 2161953; Roll of Attorney I	1 No. 2021-023 31, 2022 12-13-2021 01-04-2021
	MCLE No. VI-0009551	1; 04-14-2022

CONTRACT FOR ELECTRICAL WORKS FOR THE ACE MEDICAL CENTER - ZAMBOANGA CITY PROJECT

Contract No. EE-

KNOW ALL MEN BY THESE PRESENTS:

This Contract for ELECTRICAL WORKS for the ACE MEDICAL CENTER - ZAMBOANGA CITY, referred to herein as the CONTRACT, entered into and executed by and between:

ACE MEDICAL CENTER - ZAMBOANGA CITY, referred to herein as the OWNER, a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Don Alfaro St., Tetuan, Zamboanga City, represented in this act by <u>DR. JAMES ROBERTSON PICHEL.</u>

And

EQUALECTRIC ENGINEERING SERVICES, a Single Proprietorship, duly-organized and existing under and by the laws of the Philippines, with address at <u>Blk1, Yellowbell</u>, <u>Sta Cruz, Koronadal</u>, <u>South Cotabato</u> Philippines, duly represented herein in this act by <u>ENGR. BRANDO TEKER</u>, referred to herein as the SPECIALTY CONTRACTOR,

WITNESSETH, THAT:

WHEREAS, the OWNER has decided to implement the construction of the ELECTRICAL WORKS Project, referred to herein as the PROJECT as part of the ACE Medical Center – Zamboanga City Building;

WHEREAS, the OWNER has invited separate proposals from prequalified SPECIALTY contractors to undertake the ELECTRICAL WORKS (collectively referred to as the "WORKS") for the PROJECT based on the plans, drawings and specifications provided in the bid documents issued by the OWNER;

WHEREAS, the CONTRACTOR, representing itself to possess the necessary license(s) and permit(s), experience, technical competence and financial capacity to undertake and satisfactorily complete the ELECTRICAL WORKS of the PROJECT, pursuant to its proposal dated July 23, 2019 with the final bid proposal dated July 23, 2019, copies of which are attached hereto as *Annex* "" collectively and hereby made an integral part hereof;

WHEREAS, the CONTRACTOR undertakes that it will diligently and continuously perform the WORK in accordance with the contract schedule approved by the OWNER;

WHEREAS, the OWNER, having ascertained that the bid proposal of the CONTRACTOR is responsive and advantageous, and relying on the CONTRACTOR'S representation of its competence and capability, has accepted the said proposal and awarded the CONTRACT therefor to the CONTRACTOR, in accordance with its Notice of Award dated September



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9, 2019, a copy of which is attached hereto as Annex "D" and hereby made an integral part hereof;

WHEREAS, the CONTRACTOR warrants that it is a bona fide independent contractor maintaining an independent business possessed with adequate capital and construction facilities and equipment to undertake the job contracted for.

NOW THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants, stipulations and agreements herein contained, and the payment by the OWNER of a sum of money in the manner hereinafter specified, the OWNER and the CONTRACTOR have agreed, as they do hereby agree, and contract as follows:

ARTICLE I - SCOPE OF WORKS

- The CONTRACTOR shall only provide labor for the entire project of OWNER SUPPLIED MATERIALS (OSM) and likewise provide the tools, supervision and other services necessary for the satisfactory completion of the same within the approved schedule.
- 2. The WORKS shall consist of, but not limited to, the following items of work as specified and called for in the approved plans, drawings, specifications and other Bid Documents for the PROJECT:
 - 2.1 General works and preliminaries, consisting of site facilities and services, mobilization, demobilization, bonds and insurances, personal protective equipment and safety, management and supervision, material testing and general overhead for the items of work specified in Item 2.2 hereof, and;
 - 2.2 Main works consisting of ELECTRICAL WORKS and miscellaneous works.
- 3. The implementation of the WORKS shall be in accordance with the construction schedule as approved by the OWNER and its Representative(s) referred to herein as the PROJECT MANAGEMENT TEAM (PMT). The CONTRACTOR shall likewise undertake all items and aspects of the WORKS in strict compliance with the plans and specifications prepared by Engr. Samuel S. Julio, PEE, MPA, ACPE referred to herein as the "PROFESSIONAL ELECTRICAL ENGINEER", and approved by the OWNER.
- 4. The CONTRACTOR shall use such methods and appliances for the performance of the WORKS as will ensure the completion of the Project of the required quality within the Completion Time. If, at any time before the commencement or during the progress of the construction works, such methods or appliances appear to the OWNER to be inefficient or inappropriate for producing the quality of work required, or insuring the required rate of progress, the OWNER may order the CONTRACTOR to increase the rate of their efficiency, or to improve their system of operation. The CONTRACTOR must comply with such order. Failure, however, of the OWNER to demand such increase of efficiency or improvement of the character or methods of work or of the appliances shall not relieve the CONTRACTOR from its obligation to turn out such quality of work and rate of progress as are called for in the CONTRACT.
- The CONTRACTOR recognizes the position of trust and confidence reposed upon it by the OWNER, and shall furnish its best skill and judgment in rendering efficient business

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administration and superintendence over the work herein set forth, and shall execute this Agreement in the soundest, most expeditious and economical manner consistent with the interests of the OWNER. However, it is agreed that the CONTRACTOR shall undertake the whole Project under the general supervision of the PMT.

- 6. Work that fails to comply with the Agreement is defective. Defective work shall be condemned by the OWNER upon discovery, and when such work has been condemned it shall be immediately removed by the CONTRACTOR and replaced in accordance with the Drawings and Specifications.
- 7. Contractor's Project Manager The CONTRACTOR shall designate an experienced, responsible and competent Project Manager based on the Project Site, whose duty shall be to ensure that the project is completed on time, shall oversee the day to day operation and ensure that work is done safely and to quality standard. The name and resume of the person so designated shall be reported by the CONTRACTOR in writing to the OWNER for approval.
- 8. Contractor's Safety Engineer The CONTRACTOR shall designate a responsible and competent person in-charge based on the Project Site, whose duty shall be the prevention of accidents and damage to the Project, the OWNER's property and adjoining property. The name and position of the person so designated shall be reported by the CONTRACTOR in writing to the OWNER for approval.

ARTICLE II - CONTRACT DOCUMENTS

- The following documents, including all amendments thereto, if any, shall be referred to collectively as the Contract Documents and shall comprise the entire contract between the OWNER and the CONTRACTOR, whether annexed hereto or made reference herein:
 - 1.1 This CONTRACT, including Annexes "A", "B", "C", and "D"

Annex	Document
A	Original Bid of Quantities and Conditions
В	Final Bid Proposal dated
С	Kickoff Meeting Minutes
D	Notice To Proceed

- 1.2 The Notice to Proceed dated July 27, 2020
- 1.3 Technical Annexes (approved construction schedule, manpower schedule, organizational chart, equipment schedule, "S-Curve")
- 1.4 Bid Bulletin Nos. _ to _, inclusive,
- 1.5 General and Special Conditions set forth in the Bid Documents
- 1.6 Technical Specifications for ______ dated _____
- 1.7 Plans and Drawings, per attached list and dates



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- 2. The various documents comprising the entire Contract Documents are meant to be complementary with each other, and what is called for or prescribed under one document shall be construed to be called for or prescribed under all the others. In case of any discrepancy, inconsistency, omission, or ambiguity between any or among all of the individual documents, the party who discovered the same shall inform the other party of such discrepancy, inconsistency, omission or ambiguity in writing at the earliest opportunity. Thereafter, the parties hereto, in consultation with the PMT and/or ARCHITECT, shall make a joint interpretation of the documents in the order of priority as stipulated in Item 1 above, which interpretation shall be reduced in writing, signed by both parties hereto and made integral parts of the Contract Documents.
- 3. The OWNER or the PMT, with the concurrence of the OWNER, shall have the right to issue to the CONTRACTOR, at any time during the progress of the WORKS, any additional plans, drawings, documents or instructions that may be deemed necessary for the proper and timely execution of the WORKS or any portion thereof, which plans, drawings, documents or instructions shall form integral parts of the Contract Documents. Any variation in quantities or change in the scope of the WORKS resulting from such issuances shall be treated in accordance with Article VI, hereof.
- 4. All CONTRACT DOCUMENTS including all additional instructions and copies thereof, furnished to the CONTRACTOR shall remain the property of the OWNER. They are not to be used by the CONTRACTOR on any other work, and, with the exception of the signed Agreement inclusive of CONTRACT DOCUMENTS, they shall be returned to the OWNER upon completion of the Project before Final Payment to the CONTRACTOR is made. In the event that the CONTRACTOR fails to return the CONTRACT DOCUMENTS, the CONTRACTOR undertakes not to use the same for any other project or construction works.
- The CONTRACTOR shall make no changes or alterations in the contents of this Agreement as well as those of the CONTRACT DOCUMENTS without the prior written approval of the OWNER or the latter's duly-authorized representative.
- 6. It is expressly agreed and understood that in case of conflict between or among the provisions of the various CONTRACT DOCUMENTS, an equitable interpretation thereof shall be adopted by the parties, considering all circumstances and the general principles of the construction trade, to the end that the intention of this Agreement be carried out in a fair and equitable manner. However, in case the conflict cannot be resolved by the foregoing, the following rules shall be observed:
 - 6.1 The Detailed Drawings shall prevail over the General Drawings;
 - 6.2 Words and figures shall prevail over the drawings;
 - 6.3 Words shall prevail over figures in the CONTRACT DOCUMENTS; and
 - 6.4 Written dimensions shall prevail over measured dimensions.

If the inconsistency is between this Agreement and the provisions of the CONTRACT DOCUMENTS, the latter shall be controlling, except in case which involve contract documents of which the OWNER has no participation in the preparation.

The OWNER shall be fully responsible for adequacy of the design and for sufficiency of the Drawings and Specifications. The complete requirements of the Work shall be set forth in

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Drawings and Specifications to be supplied by the Owner. However, if there be variance between the Drawings and Specifications, the provisions of the Specifications shall control.

In the event that any part or whole of the Works, when agreed upon, are designed by the CONTRACTOR, then all responsibilities assigned to the OWNER for the said design shall automatically be assigned to the CONTRACTOR as his responsibility.

- 8. The CONTRACTOR shall verify all Contract Drawings, Specifications and Contract Documents before any work could be commenced. The CONTRACTOR shall report to the OWNER any discrepancy in the figures in the drawings immediately upon its discovery. The OWNER shall make the necessary correction. The CONTRACTOR shall not be entitled to an adjustment of the Contract Price and Completion Time should its work be ordered re-done if such work was made without notifying the OWNER of the discovery of the discrepancy and before the OWNER makes the necessary correction.
- Failure of the CONTRACTOR to immediately report any discrepancy in the Drawings and Specifications shall be deemed that the CONTRACTOR had fully examined, reviewed and accepted the Drawings and Specifications as accurate and complete.
- 10. If the CONTRACTOR is a specialty contractor or is engaged by the OWNER as a specialty contractor, the OWNER's approval of shop drawings, material and equipment submittals will be general. It shall not relieve the CONTRACTOR of responsibility for accuracy of such shop drawings, nor for proper fitting, pipe and valve arrangement, and construction work, nor for furnishing of materials or work required by the Agreement and not indicated on the shop drawings. The OWNER's approval of such drawings, material and equipment or schedule shall not relieve the specialty contractor from responsibility for deviations from the Drawings or Specifications, unless the CONTRACTOR has, in writing, called the OWNER's attention to such deviations at the time of submission and secured the OWNER's written approval.
- 11. Unless specified to the contrary or unless the CONTRACTOR's submission is deficient, shop drawings, material and equipment Submittals approval by the OWNER shall be made within seven (7) working days of submission by the CONTRACTOR.

ARTICLE III - COMPLETION OF THE WORKS

1. The entire WORKS is hereby contracted to be completed in 8 months calendar days from the commencement date stated in the succeeding paragraph (the "Completion Period"). The Completion Period shall be extended only when the OWNER approves of the CONTRACTOR'S submission of a written request for extension and thereafter issues a corresponding change order with time extension. The CONTRACTOR shall inform the OWNER in writing of any event giving rise to excusable delay under the pertinent provisions of the Contract Documents within fifteen (15) days from the date it occurs. Any request for extension of time, which has not been approved by the OWNER within fifteen (15) days from receipt, shall be deemed as denied. Except as may provided for under Article IV, Section 4, in the event the OWNER approves the request for time extension, any

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- additional cost or expense that may be incurred due to the time extension shall be for the account of the CONTRACTOR.
- The CONTRACTOR shall submit all required bonds, documents and commence with the WORKS within seven (7) days after its receipt of the Notice to Proceed from the OWNER and shall fully complete the same within the Completion Period.
- The Completion Period stipulated herein shall include the time required by the CONTRACTOR for mobilization and construction of site facilities, inspection and testing of all items comprising the WORKS, rectification of all defects and deficiencies on any portion of the WORKS, clean-up and demobilization, and turn-over of the WORKS to the OWNER.
- 4. The CONTRACTOR shall coordinate with the PMT in the preparation and submission of an over-all program for the PROJECT, in Gantt Charts and CPM (Critical Path Method) Chart or any scheduling system acceptable to the OWNER and/or PMT, indicating therein the planned implementation schedule of each individual item of work comprising the WORKS and the deployment schedule for the various resources required therein. The program of work, upon approval by the PMT, with conformity of the OWNER, shall serve as the basis for monitoring the progress of the WORKS and completion thereof.
- 5. The CONTRACTOR shall be responsible for ensuring that the WORKS will be implemented diligently, continuously, expeditiously, SAFELY and within the approved schedule. It shall not, however, be liable for any delay in the execution of the WORKS or any item of work therein caused by force majeure or other events and circumstances beyond its control which might adversely affect the conduct of works at the project site. Such force majeure conditions include earthquakes, typhoons, floods, and other natural calamities, insurrection, rebellion, war and warlike conditions, and general strikes and lock-outs (except strikes and lock-outs initiated by or involving the personnel and employees of the CONTRACTOR and/or any of its sub-contractors). It shall be the responsibility of the CONTRACTOR to prosecute the WORKS with due diligence and care by safeguarding the site and all ongoing work from the effects of natural occurrences or force majeure events.
- The CONTRACTOR shall comply with and give all notices required by law, ordinance, rule, regulation, or lawful order of any public authority bearing on the performance of the WORKS, and shall promptly notify the OWNER if the Contract Documents are at variance therewith.
- 7. The CONTRACTOR shall, at all times, keep the project site and its adjoining ways and premises free from accumulation of waste materials or rubbish caused by its operations and shall maintain its working and storage area in a clean and non-hazardous condition. At the completion of the WORKS, the CONTRACTOR shall remove all waste materials and trash from and about the project site as well as its tools, construction equipment, machinery and surplus materials. In the event that the CONTRACTOR fails to remove the above, it shall be removed by the OWNER at the expense of the CONTRACTOR.
- In the event the CONTRACTOR fails or refuses to complete the WORKS or any portion thereof within the stipulated Completion Period, including all approved time extensions,

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if any, it shall pay the OWNER, by way of liquidated damages, an amount equivalent to one-tenth of one percent (1/10 of 1%) of the total contract price of the PROJECT for each and every calendar day of delay. It is understood that the aforesaid liquidated damages are fixed and that the OWNER shall not be under any obligation to prove that it has incurred actual damages on account of such delays. For the purpose of collecting any such liquidated damages, the CONTRACTOR hereby authorizes the OWNER to deduct the same from any sum of money or amount due and payable to the former under this CONTRACT and/or to claim against and collect on the former's Performance Bond. The payment of said liquidated damages by the CONTRACT shall not in any way excuse the latter from completing the WORKS.

9. Upon completion of the WORKS, the CONTRACTOR shall notify the OWNER that the WORKS are ready for final inspection and acceptance. If the OWNER finds the WORKS to be acceptable, the latter shall signify its acceptance in the Certificate of Completion and Acceptance prepared by the CONTRACTOR, provided, however, that the OWNER, by accepting the WORKS, does not waive any of its rights arising from: (a) any faulty work or defects appearing after completion, turn-over and acceptance; (b) any WORKS that do not comply with the Contract Documents; and (c) CONTRACTOR's warranty on the WORKS.

In the event that the OWNER does not accept the WORKS, the latter shall signify its non-acceptance in writing within fifteen (15) days and shall state therein the deficiencies on the WORKS and the punch listing and other works which have to be made on the project building.

ARTICLE IV - CONTRACT PRICE

 For and in consideration of the CONTRACTOR's faithful performance and its satisfactory completion of the WORKS, the OWNER shall pay the former the total contract price of PHILIPPINE PESOS: TWELVE MILLION PESOS (12,000,000.00) only ("Contract Price").

All costs for the supply of labor, supervision, vehicles, tools, equipment, labor, overhead, insurance premiums, taxes, materials, scaffoldings, dewatering system, use of equipment, fuel, oils, tools, including the cost of continence, overtime or extra shift work, site and national income, personal and corporate taxes for its employees, required bonds and insurance policies, testing of materials, all permits, fees, temporary facilities, water and power requirements, overhead and all other costs necessary to properly complete the Works, including fees and costs payable to sub-contractors and service providers engaged by the CONTRACTOR, if any, shall be for the account of the CONTRACTOR.

- 2. Except those for the general works and preliminaries, the Contract Price stipulated above is derived from the unit prices submitted by the CONTRACTOR with its final proposal dated _____. The said unit prices shall be the basis for determining the value of the progress accomplishments of the CONTRACTOR on the WORKS and in calculating the corresponding payments to it and in pricing additive and deductive change orders works.
- The above-stipulated Contract Prices, and the unit prices, as contained in the Breakdown of Contract Amount/Bill of Quantities, from which these were derived are inclusive of the expanded value-added tax and all other taxes that the CONTRACTOR might be liable to



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pay the government under this CONTRACT. It is clearly understood that the Contract Price likewise incorporates all costs that will be incurred by the CONTRACTOR in the execution of the WORKS, including provisions for profit and general overhead, and including all other work that may not be specifically included in the plans and drawings but can be inferred therefrom to be required to complete the WORKS in accordance with the specifications.

- 4. Except for labor cost adjustments brought about by government-mandated wage increases and other cost adjustments directly resulting from new laws, statutes, ordinances, or government regulations enacted within the stipulated Completion Period for the WORKS, and for actual additional costs incurred by the CONTRACTOR that are covered by change orders approved by the OWNER, the total Contract price shall not be subject to escalation due to inflation or for any other reason whatsoever.
- 5. In the case of labor costs, the total Contract Price shall be adjusted by PHIL. PESOS: (PhP0.00) ONLY per Peso increase on the minimum wage mandated by law. Any such increase enacted within the duration of the approved Completion Period shall be applicable to all unaccomplished portions of the WORKS except those portions which are delayed. The resultant adjustment in the Contract Price shall be the product of the above-stipulated amount multiplied by the total Peso increase in the minimum wage multiplied by the percentage of the remaining unaccomplished work within the approved schedule.

ARTICLE V - MANNER OF PAYMENT

- The OWNER shall pay the total Contract Price to the CONTRACTOR, net of required withholding tax and other deductions, if any, in the following manner:
 - 1.1 A down payment equivalent to 20% of the contract amount upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR is required to submit performance bond equivalent to 20% of the total contract price.
 - 1.2 Regular progress payments equivalent to the value of actual accomplishments of the CONTRACTOR on the WORKS, minus mandated tax deductions, proportionate recoupment of the down payment, and 10 % provision for retention, payable on the succeeding Friday after thirty (30) days from the OWNER's receipt of the CONTRACTOR's acceptable billing, duly certified to and endorsed by the PMT. It is understood that all payment releases shall be made only on Fridays. If the 30th day does not fall on a Friday, the payment release shall be made on the next succeeding Friday, without the imposition of interest.
 - 1.3 The total accumulated retention money, equivalent to 10% of the total Contract Price, shall be released, without interest, upon CONTRACTOR'S request one (1) year after the final acceptance of the entire WORKS by the OWNER.
 - 1.4 PROGRESS PHOTOGRAPHS TO ACCOMPANY REQUEST FOR PAYMENT: The CONTRACTOR at his own expense shall furnish the OWNER or his duly authorized representative(s) progress photographs which shall be taken monthly, starting when the work begins and continuing so long as the work is in progress, on the outside of

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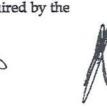


- the building, from station points designated by the OWNER or his duly authorized representative(s).
- 1.5 UPDATED CONSTRUCTION SCHEDULE TO ACCOMPANY REQUEST FOR PAYMENT: The CONTRACTOR shall also include a copy of the updated approved Construction Schedule showing the actual progress status of the project as of the payment request period. No partial payment shall be considered for approval without the above mentioned prints, updated schedule accompanying the Request for Payment.
- 2. Any progress payment shall not be construed as an acceptance by the OWNER that the CONTRACTOR has satisfactorily performed or is satisfactorily performing the WORKS in accordance with the Contract Documents, or that such WORKS are free from defects of any kind, hidden or otherwise, or that the CONTRACTOR is complying or has complied with the provisions, terms, and conditions of the Contract Documents or of any of the CONTRACTOR's obligations thereunder.
- 3. Unless otherwise agreed to by the OWNER, all upward adjustments on the Contract Price, whether for additional quantities or for additional items of work or for any other authorized adjustment within the scope of the WORKS stipulated herein, will not be provided with down payments. Payments for any such upward adjustment will be made by the OWNER in the manner prescribed under Items 1.2 and 1.3 of clause 1 hereof.
- 4. Unless otherwise agreed to by the OWNER, all materials and supplies delivered by the CONTRACTOR at the project site shall not be considered as part of its accomplishments on the WORKS until the same are actually installed or incorporated as integral parts of the WORKS in accordance with the plans, drawings and specifications provided by the OWNER.
- 5. No payment shall be made in excess of sixty five percent (65%) of the Contract Amount, unless a statement sworn to before any officer duly authorized to administer oaths is submitted by the CONTRACTOR to the effect that all bills for labor, other than current wages, all bills for materials, equipment, premiums and any monetary obligations incurred by the CONTRACTOR in connection with the Project, including all taxes due from the CONTRACTOR in connection with this Agreement, have been duly paid by the CONTRACTOR and its Sub-contractor, if any, excepting only such bills as may be enumerated in such sworn statement. The CONTRACTOR shall render the OWNER free and harmless from any claims and payment of such bills, and shall indemnify the OWNER the cost of defending himself against such claims.
- 6. In case the OWNER has reasonable grounds of belief that the CONTRACTOR has not remitted to the appropriate government agency the employer's and employee's contributions to the Social Security System or to Medicare, or the withholding tax on the employees' wages, the OWNER may require evidence of remittance of such contributions or withholding tax in addition to the sworn statement mentioned above, and withholding release of the amount sufficient to cover such payments until the evidence required by the OWNER is provided by the CONTRACTOR.

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- 7. In case the OWNER has reasonable grounds of belief that the CONTRACTOR has not remitted to the appropriate government agency the employer's and employee's contributions to the Social Security System or to Medicare, or the withholding tax on the employees' wages, the OWNER may require evidence of remittance of such contributions or withholding tax in addition to the sworn statement mentioned above, and withholding release of the amount sufficient to cover such payments until the evidence required by the OWNER is provided by the CONTRACTOR. Notwithstanding the aforestated conditions, the OWNER shall have the right to withhold any payments due to the CONTRACTOR on account of:
 - 7.1 Any legitimate claim against the CONTRACTOR is made and is coursed through the OWNER by a party for the payment of labor, services, supplies and/or materials, or for rentals for the use of tools and equipment, or in case of non-compliance or defective or irregular compliance with any of the CONTRACTOR's obligations under the Contract Documents;
 - 7.2 Any defective work not promptly remedied; or
 - 7.3 Reasonable evidence that the WORKS cannot be completed or will not be completed within the Approved Schedule.

The amounts withheld shall not be paid until the cause for withholding them has been satisfactorily removed or corrected by the CONTRACTOR.

ARTICLE VI - CHANGES IN THE WORK

- 1. At any time during the implementation of the WORKS, the OWNER and/or the PMT upon approval of OWNER, may direct the increase or decrease of the quantities or scope of any item of work contracted herein, or to require additional item/s of work to be incorporated in the WORKS. In the case of adjustments in quantities, the resultant change in the Contract Price shall be derived from the contract unit prices as reflected in the Breakdown of Contract Amount. In the case of additional items of work for which no unit prices have been established in the CONTRACT, the price adjustments shall be based on the total direct costs, including applicable taxes, mutually agreed upon between the OWNER and the CONTRACTOR, plus fifteen (15%) mark-up for overhead and profit.
- Within fifteen (15) calendar days from receipt of a change order notice or Site Instruction from the OWNER, the CONTRACTOR shall submit its estimate for the performance of extra works.
- In the event of deletion of items of work initiated by the OWNER, the provisions of Article 20.07, subparagraph C, paragraph 2 of CIAP 102, Revision 2004, shall not apply.
- For additive changes exceeding One Million Philippine Pesos (Php 1,000,000.00) and/or any contract time extension, the CONTRACTOR shall present to the OWNER proof of the

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acceptance by his bonding and insurance companies of the amendments or changes to the CONTRACT. Failure of the CONTRACTOR to secure acceptance of the amendments by its bonding and insurance companies shall not diminish the CONTRACTOR'S responsibility and liability for any circumstances that might arise from such failure.

ARTICLE VII - EQUIPMENT AND MATERIALS

- 1. The CONTRACTOR shall receive all Owner-Supplied Materials at a location jointly designated by the OWNER and the CONTRACTOR. The CONTRACTOR shall thereafter be responsible for its storage, preservation, care and custody. The CONTRACTOR shall inspect all deliveries of Owner-Supplied Materials and shall report any material that it refuses to accept due to quality issues and for deficient quantities. Any material that the CONTRACTOR accepts shall thereafter be considered of acceptable quality and complying with the approved specifications. Any wastage, damage or loss that may be incurred after its receipt of the materials shall be replaced by the CONTRACTOR with materials of equal quality and quantity. At the completion of the PROJECT, the CONTRACTOR shall prepare an accounting of all Owner-Supplied Materials it received and shall turnover all excess materials from within the maximum guaranteed quantities to the OWNER.
- The CONTRACTOR may, at its option, test any material furnished by the OWNER to satisfy its own quality requirements; the cost of such tests shall be borne by the CONTRACTOR.

ARTICLE VIII - PROTECTION OF PERSONS AND PROPERTY

- The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all
 safety precautions and programs including safety rules and regulations for the safe and
 unimpeded performance of the WORKS. It is the duty and obligation of the
 CONTRACTOR to strictly comply with the occupational safety and health standards issued
 by the Department of Labor and Employment, and to indemnify and hold the OWNER, its
 officers or employees free and harmless from any obligation or liability that may arise
 therein from non-compliance or violations thereof.
- 2. The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, materials issued to it, installations and the like to be affected by the construction work. The CONTRACTOR shall adequately protect adjacent property as provided by Law and this Agreement. Any neighbouring property or building which may be jeopardized in any manner must be thoroughly and substantially protected against damage during construction at the CONTRACTOR's expense. Likewise, the CONTRACTOR shall be liable for and pay for all damages to adjacent and existing utilities occasioned in any manner by his act or neglect, or by that of his agents, employees, or workmen.
- The CONTRACTOR shall take all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project site and other persons who may be affected thereby; (2) the building and all materials and equipment to be incorporated therein; and, (3) other



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property at the site or adjacent thereto. The CONTRACTOR shall indemnify the OWNER for any such damage, injury or loss to the OWNER, its officers, employees, agents and representatives.

- 4. The CONTRACTOR shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any relevant public authority bearing on the safety of persons and property and their protection from damage, injury or loss.
- 5. Work stoppage due to unsafe conditions, or violation of the occupational safety and health standards issued by the Department of Labor and Employment or any environmental laws, rules and regulations, shall be deemed a violation on the part of CONTRACTOR to comply with the Contract Documents and is not a ground for an extension of the Approved Schedule. If the CONTRACTOR fails or does not immediately adopt the necessary corrective measures, OWNER may perform them and deduct the cost thereof from any payments due to the CONTRACTOR.
- 6. The CONTRACTOR shall promptly remedy all damage to any portion of the PROJECT caused in whole or in part by the CONTRACTOR or any of the latter's sub-contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The CONTRACTOR shall be primarily responsible for all safety measures in prosecuting the Project in accordance with the <u>safety manual submitted and approved</u> by the PMT in accordance with the requirements of the Construction Industry Authority of the Philippines (CIAP).

ARTICLE IX - BONDS AND INSURANCES

- Within fifteen (15) days after the execution of this CONTRACT by both parties hereto, and as one condition for the OWNER's issuance of the Notice to Proceed and release of the down payment.
 - 1.1 Performance Bond, equivalent to 20% of the Contract Price, to guarantee the faithful and satisfactory performance of the CONTRACTOR under this CONTRACT and to cover any claim of the OWNER against the CONTRACTOR, such as that for liquidated damages, such Performance Bond to remain valid until the WORKS has been completed and accepted by the OWNER.
- 2. Subject to the OWNER'S approval, the CONTRACTOR may request to collect the accumulated retention money, or a portion thereof, from the OWNER before the lapse of the stipulated one-year warranty period, by submitting to the latter a guarantee bond, equivalent to the amount of the retention money being collected, issued by any bonding company acceptable to the OWNER and valid and effective up to the end of the aforesaid warranty period.
- 3. The validity and effectivity of any of the bonds and insurance coverages prescribed herein shall not in any way be diminished, impaired or adversely affected by any amendment to this CONTRACT or any alteration, revision, adjustment on any item or portion of the WORKS mutually agreed upon between the OWNER and the CONTRACTOR. It shall be

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this CONTRACT or any alteration, revision, adjustment on any item or portion of the WORKS mutually agreed upon between the OWNER and the CONTRACTOR. It shall be the sole responsibility of the OWNER to ensure the continuous and uninterrupted validity and effectivity of all the bonds and insurance coverage by causing the immediate amendment of the same, if necessary, to account for any such amendment to this CONTRACT or alteration, revision or adjustment on any item or portion of the WORKS.

4. The OWNER shall be responsible for ensuring that all the required bonds and insurance covers remain valid and fully effective throughout the prescribed periods therefor. The owner reserves the right to withhold any or all payments to the CONTRACTOR in case any of the said bonds and insurance covers will lapse, until the latter has caused the renewal or reinstatement of the same.

ARTICLE X - CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- The CONTRACTOR represents and warrants that it is fully aware of all the documents
 comprising the Contract Documents stipulated in Article II hereof, that it has complete and
 full understanding of the same in relation to this CONTRACT and the WORKS, and that it
 shall faithfully execute and satisfactorily complete the WORKS in accordance with the true
 intent and meaning of the Contract Documents taken together, whether the same, or any
 portion thereof, may or may not be specifically shown in the plans and drawings or
 described in the specifications, provided that the same can be reasonably inferred
 therefrom.
- 2. The CONTRACTOR represents that it has inspected the project site; that it has informed itself fully as to the conditions which might affect the nature, extent, and cost of the WORKS; and that the OWNER shall in no way be responsible for any costs or expenses which may develop on account of failure of the CONTRACTOR to make an accurate examination of present or future factors that may affect the cost of execution.
- 3. The CONTRACTOR represents and warrants that it shall undertake and complete the WORKS in the most safely, diligent, continuous and professional manner and with the highest possible quality of workmanship, that all materials and supplies that it will incorporate into the WORKS shall be free from any defect or quality deficiency. Shall be new and of recent manufacture, and that it shall fully conform to the generally accepted trade practices, methods and procedures in undertaking the WORKS. At the OWNER'S request, the CONTRACTOR shall provide documentation to show proof of the manufacture and fabrication dates of any material, equipment or appliance brought to or installed in the PROJECT.
- 4. The CONTRACTOR guarantees the WORKS against any and all defects, deficiencies and failures caused by or resulting from inferior materials it has supplied, used and installed, unsatisfactory workmanship and/or non-compliance with the Contract Documents and the like for a period of one (1) year reckoned from the day of final acceptance of the PROJECT by the OWNER. In case any defect, failure and poor workmanship of any part of the PROJECT is discovered during the said warranty period, except those resulting from negligence or misuse of the OWNER, the CONTRACTOR shall be bound to make good

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the PROJECT is discovered during the said warranty period, except those resulting from negligence or misuse of the OWNER, the CONTRACTOR shall be bound to make good such defect, failure or poor workmanship, without any cost or expense to the OWNER. In any case during the same period, the CONTRACTOR shall hold the OWNER free and harmless from any and all liabilities and damages that may be incurred as a result of any breach of the said CONTRACTOR's guarantees, including portions of the WORKS that may have been done by sub-contractors or service providers of the CONTRACTOR. It is hereby understood, however, that these stipulations shall not in any manner affect the rights and liabilities of the parties under Article 1723 and other provisions of the Civil Code, nor under any existing law, rules and regulations.

- 5. The CONTRACTOR shall, at its own expense, repair and/or rectify, to the OWNER's satisfaction, all defects or deficiencies noted in the WORKS within the said guarantee period. In the event the CONTRACTOR fails or refuses, for any reason whatsoever, to repair or rectify any defect, deficiency or failure in the WORKS within fifteen (15) days from receipt of notice, the OWNER reserves the right to undertake the said repair or rectification and charge the cost thereof against the retention money of the CONTRACTOR, or to collect from the guarantee bond, as the case may be.
- 6. The CONTRACTOR represents and warrants to engage only those sub-contractors and service providers with proven capability and track record to undertake any portion of the WORKS, that it will hire and/or assign only highly competent and qualified managers, supervisors, skilled personnel and laborers as part of its organization in the PROJECT, and that it shall be fully responsible for the proper conduct and satisfactory performance of all the personnel and workers under its employ. The CONTRACTOR warrants and confirms that its obligations under this CONTRACT are not lessened or otherwise affected by subcontracting the performance of those obligations. The CONTRACTOR shall likewise ensure that the sub-contractor and service providers that it will engage complies and shall continue to comply with all the requirements of the Philippine Contractor's Accreditation Board or the Department of Labor and Employment, and other government agencies, insofar as may be applicable. The OWNER reserves the right to monitor the conduct and performance of all personnel and laborers involved in the WORKS and demand the removal of any of them who may be found to be unqualified or to perform unsatisfactorily.
- 7. The CONTRACTOR represents and warrants that it shall comply with and abide by all the rules and regulations promulgated by the OWNER and enforced by the PMT at the project site, and that it shall ensure that all its personnel and workers shall do the same at all times. The OWNER, through the PMT, reserves the right to impose sanctions on the CONTRACTOR and/or on any of their personnel and workers, for any violation of the said rules and regulations.
 - 8. The CONTRACTOR represents and warrants that the total quantities of the OWNER-supplied materials, that it indicated in its bid proposal are the maximum quantities that will be used in the WORKS, and that it shall be responsible for the procurement, at its own expense, of any quantity of said materials in excess of the maximum guaranteed quantities under its bid proposal. The CONTRACTOR shall update the guaranteed maximum quantities as necessary following approved changes in the WORKS. In the event that the OWNER procures such excess quantities, the cost of the same shall be



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charged against and deducted from the first available billing of the CONTRACTOR after these are installed and incorporated into the WORKS. In the case of reinforcing steel bars and ready-mix concrete, the CONTRACTOR and PMT shall, immediately after the execution of this CONTRACT, jointly calculate the quantities of the same required for the WORKS. The resultant joint quantification of the CONTRACTOR and PMT, including a reasonable allowance of three percent (3%) for wastage and losses, upon approval by the OWNER, shall thence serve as the maximum guaranteed quantities. Any excess of the OWNER supplied materials from the maximum guaranteed quantities, including scrap materials generated therefrom, shall belong to the OWNER.

- 9. The CONTRACTOR represents and warrants that it is a duly licensed independent contractor that possesses all necessary licenses and permits, including the Philippine Contractors Accreditation Board license, resources, manpower, with substantial capital, tools, equipment and facilities necessary to perform its obligations under this CONTRACT and that the workers utilized to carry out its obligations herein are the CONTRACTOR's employees and that the workers' deployment in the PROJECT or the discontinuance of such deployment shall not affect the employment status of such workers with the CONTRACTOR. For this reason, it is the sole responsibility of the CONTRACTOR to comply with all labor and/or employment laws, rules and regulations. The CONTRACTOR shall comply with all laws, rules and regulations pertaining to labor employment such as, but not limited to, payment of the workers' wages, statutory benefits, as well as contributions to Social Security System, PagIBIG and PhilHealth.
- 10. The CONTRACTOR represents and warrants to defend the OWNER against any demand, charge or claim of any third party, including its sub-contractors, suppliers and service providers as well as its employees and workers and those of its sub-contractors and service providers, and to hold the OWNER free and harmless from any liability arising from any such demand, charge or claim or brought about by its failure or refusal to faithfully comply with the Contract Documents and/or with pertinent laws, ordinances, codes, standards, rules, regulations and/or generally accepted construction methods and practices. The CONTRACTOR further warrants to fully indemnify the OWNER for whatever loss or damage they or the PROJECT might suffer or incur from any demand, charge, claim or suit that might be brought by any said third party against them or the PROJECT resulting from the conduct of the WORKS.
- 11. The CONTRACTOR represents and warrants that it has secured the required authority from its Board of Directors and all other necessary consents and approvals for the validity of this CONTRACT, the appointment of its authorized representatives, and the execution and performance of its undertakings under the CONTRACT.

ARTICLE XI - SUSPENSION OF WORKS

 The OWNER and/or the CONTRACTOR may temporarily suspend the implementation of the WORKS or any portion thereof for not more than six (6) months under the following circumstances:

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- 1.1 Unforeseen delays in the approval of concerned government agencies of any permit or clearance requisite to the implementation of the WORKS or any portion thereof, provided, that the CONTRACTOR shall not be entitled to suspend the implementation of the WORKS if said delays in securing governmental approval are attributable to its fault or negligence;
- 1.2 Enactment of any law, ordinance, rule or regulation after the execution of this CONTRACT which will constitute a temporary constraint on the continuous implementation of the works;
- 1.3 Prolonged force majeure conditions or the direct effects thereof which might render the project site unsafe or unfit for the continuation of the WORKS; and
- 1.4 Protracted regional or global economic crisis or the effects thereof which might adversely impair or diminish the capability of the OWNER to financially support and sustain the regular pace or schedule of the WORKS.

ARTICLE XII - TERMINATION OF CONTRACT

- The OWNER reserves the right to terminate the CONTRACT, subject to thirty (30) days prior written notice to the CONTRACTOR, for the following reasons:
 - 1.1 In the event that the CONTRACTOR becomes insolvent or declares bankruptcy or assigns its assets for the benefit of its creditors;
 - 1.2 In the event that the CONTRACTOR incurs unjustified delay of more than fifteen percent (15%) in the implementation of the WORKS, or any portion thereof, from the schedule approved by the PMT and the OWNER;
 - 1.3 In case the CONTRACTOR, and/or any of its subcontractors and service providers, fail or refuse, without any justifiable reason, to conform to the plans, drawings, specifications, and other documents pertaining to the implementation of the WORKS, including any revision or modification therein, or the instructions of the ARCHITECT, PMT and/or OWNER with regard to the implementation thereof;
 - 1.4 In case the CONTRACTOR willfully and grossly violates any condition or stipulation of this CONTRACT or the Contract Documents, or in case it, and/or any of its sub-contractors and service providers, continuously willfully violate any of the rules and regulations enforced by the PMT at the project site;
 - 1.5 The CONTRACTOR becomes liable for liquidated damages in an amount corresponding to ten percent (10%) of the total contract amount;
 - 1.6 The CONTRACTOR is unable to secure or extend the validity and effectivity of any of the required bonds and insurances;
 - 1.7 The CONTRACTOR breaches any of its obligations, representations and warranties under this Contract; and

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1.8 The CONTRACTOR fails to undertake repairs and/or rectification works of defects discovered during inspection within thirty (30) calendar days from receipt of notice from the OWNER or the PMT.

Should any one of the aforecited events occur, the OWNER reserves the right to take over the WORKS and cause the completion thereof by other parties and to withhold any payment due the CONTRACTOR until the WORKS have been fully completed, without prejudice to other legal remedies that the OWNER may be entitled to. In case the cost of completing the WORKS exceeds the remaining portion of the total Contract Price at the time of the termination of this CONTRACT, the OWNER reserves the right to collect the excess from the CONTRACTOR through its withheld receivables and/or from its performance bond.

The CONTRACTOR shall, within thirty (30) days from receipt of the notice of termination, clear the worksite of all tools, implements and manpower/ personnel and demobilize all machineries and equipment thereat. Failure to do so shall entitle the OWNER to charge the CONTRACTOR reasonable storage fees for all tools, implements, machineries and equipment left at the worksite after sixty (60) days of inaction and forfeit the same as abandoned in favor of the OWNER. Further, the OWNER shall have the right to summarily ask the manpower/personnel of the CONTRACTOR who remains at the WORK site to leave the premises without prejudice to the right of the OWNER to seek the assistance of the local authorities in case of resistance to said request. Any damage that the OWNER may sustain as a result of the refusal of the CONTRACTOR to comply herewith shall entitle the OWNER to compensation for such damage. The OWNER reserves the right to retain at site and use any materials, tools, equipment and personnel of the CONTRACTOR towards the completion of the WORKS subject to payment of reasonable rental rates or wages.

The termination of this CONTRACT shall also result in the automatic termination of any contracts or arrangements that the CONTRACTOR may have with its sub-contractors or service providers. The CONTRACTOR shall make it clear to its sub-contractors and service providers that, upon the termination of the CONTRACT, they will have no direct recourse whatsoever to the OWNER for any compensation due to them.

- The OWNER may, at its sole option, also terminate the CONTRACT for the following reasons:
 - 2.1 Prolonged force majeure conditions or the direct effects thereof which might render the project site unsafe or unfit for the continuation of the WORKS beyond six (6) months from the start of the force majeure event;
 - 2.2 Protracted regional or global economic crisis or the effects thereof which might adversely impair or diminish the capability of the OWNER to financially support and sustain the regular pace or schedule of the WORKS; and
 - 2.3 In the event the Government enacts any law, statute, ordinance, rule or regulation, or imposes any condition or restriction, which will render the continuation of the development of the PROJECT impossible.
- The CONTRACTOR may terminate this CONTRACT, subject to thirty (30) days prior written notice to the OWNER, for the following reasons:

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- 3.1 In case the OWNER fails or refuses to comply with any of its obligations under this CONTRACT, including, but not limited to, non-payment of the certified billings of the CONTRACTOR, subject to the submission by the CONTRACTOR of a demand letter prior to the thirty (30) day notice period; and
- 3.2 In the event the Government enacts any law, statute, ordinance, rule or regulation, or imposes any condition or restriction, which will render the continuation of the WORKS impossible.

ARTICLE XIII - DETAIL DRAWINGS, SHOP DRAWINGS, AS-BUILD, AND INSTRUCTIONS

- SUPPLEMENTARY DRAWINGS AND INSTRUCTIONS: The drawings referred to in these Specifications will be further supplemented by additional detail drawings and instructions essential to the proper interpretation of the Drawings and the proper execution of the work. The CONTRACTOR shall furnish with reasonable promptness such additional detail drawings and instructions for approval prior to implementation at site.
- 2 All such detail drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. All such additional drawings and instructions are to be considered of equal force as those which originally accompany the specifications. The work shall be executed in conformity with such detail drawings and instructions, and the CONTRACTOR shall do no work without proper drawings and instructions.
- 3 SCHEDULE FOR SUBMISSION OF DETAIL, SHOP, AND AS-BUILD DRAWINGS: The CONTRACTOR shall prepare a schedule subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the CONTRACTOR shall furnish them in accordance with that schedule. Under like conditions, a schedule shall be prepared, fixing the dates for submission of the shop and As-build drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.
- 4 CONDITIONS IN THE PREPARATION OF SHOP DRAWINGS: The CONTRACTOR shall prepare at his own expense and submit with such promptness as 'to cause no delay in his own work or in that of any other Contractor doing work on the same building, two (2) copies of all shop or setting drawings, templates, patterns and models as well as schedule required for the work of the various trades, and the PMT/Architect shall pass upon them with reasonable promptness, making desired corrections. The PMT/Architect shall make any corrections as required and file with him original corrected copies and furnish such other copies to the CONTRACTOR.
- 5 INTERFACE CHECKING DRAWINGS OF SUB-CONTRACTORS. The CONTRACTOR shall coordinate with all assigned/nominated sub-contractors anticipated clashes in interface between disciplines. The OWNER will provide all approved installation drawings of other disciplines not part of construction agreement.



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- 6 LETTER OF TRANSMITTAL: Submission of shop drawings shall be accompanied by a letter of transmittal in duplicate, containing name of project. CONTRACTOR'S name, number of drawings, titles, and other pertinent data.
- 7 RESPONSIBILITY FOR ACCURACY: Approval of shop drawings will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor for proper fitting and construction of work, nor for furnishing of materials or work required by the Contract and not indicated on shop drawings. The PMT/Architect approval of such drawings or schedule shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing, called PMT/Architect attention to such deviations at the time of submission and secure his written approval, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

ARTICLE XIV - MATERIALS, FIXTURES, AND FITTING FURNISHED BY THE CONTRACTOR

- 1 MANUFACTURERS AND DEALERS: Names of proposed manufacturers, materials men, and dealers who are to furnish materials, fixtures, or other fittings shall be submitted to the OWNER, Architect and/or PMT for approval as early as possible, to afford proper investigation and checking. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation, adequate quality control and shall have successfully produced similar products. All transactions with manufacturers, or sub-contractors, shall be through the CONTRACTOR with the approval of the OWNER.
- 2 The CONTRACTOR shall provide manufacturer or dealer with complete information from Specifications and Drawings and shall inform manufacturer or dealer of all pertinent contract requirements. The manufacturer or dealer shall have the materials, equipment, fixtures, appliances or other fittings supplied by him properly coded or identified in accordance with the existing standards for same to indicate class grade or quality.
- 3 SAMPLES OF MATERIALS. The CONTRACTOR shall furnish for approval, with such promptness as to cause no delay in work, samples as specified or required. Work shall be in accordance with approved samples. Unless otherwise specified, three (3) samples shall be submitted, and of adequate size to show quality, type, color, range, finish and texture of material.
- 4 QUALITY OF MATERIALS: Unless otherwise specified, all materials shall be new. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and most acceptable manner in strict accordance with the requirements of the Drawings and Specifications.
- 5 The decision of the OWNER or his duly authorized representative(s) as to quality and quantity of work and materials shall be final and precedent to the CONTRACTOR'S right to receive any money hereunder.

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ARTICLE XV - OTHER PROVISIONS

- This CONTRACT and the Contract Documents identified herein embody the entire
 agreement between the OWNER and the CONTRACTOR with respect to the WORKS.
 Neither party shall be bound by and held liable for any statement, warranty, commitment
 or representation made or issued by either of them or their respective representatives which
 is not contained herein unless such statement, warranty, commitment or representation is
 reduced in writing, signed by both parties hereto and made an integral part of this
 CONTRACT.
- 2. It is expressly understood that any and all acts of tolerance or forbearance that the OWNER or any of its agents, such as the ARCHITECT and the PMT, or any of their designated representatives, shall not in any way or under any circumstance be construed as a renunciation or waiver of its rights, remedies and courses of action under this CONTRACT, or as valid and binding amendments hereto. The OWNER and/or any of its said agents reserves the right to enforce or apply any of the provisions of this CONTRACT or any of the Contract Documents at any time, including any which will correct or rectify previous errors of omission, notwithstanding the fact that it may have failed or refused to enforce or apply the same previously.
- This CONTRACT shall not be amended or modified in any way without the express
 consent of both the OWNER and the CONTRACTOR. All amendments hereto shall be valid
 and binding on both parties hereto only if the same are reduced in writing, signed by both
 parties and made integral parts of this CONTRACT.
- In the event any of the provisions of this CONTRACT is declared with finality as null and void by the proper courts, the other provisions hereof not adversely affected nor impaired thereby shall remain in full force and effect.
- 5. This CONTRACT shall take effect immediately upon its execution by both parties hereto and shall remain valid and binding until all of the obligations of both parties have been fully accomplished and discharged satisfactorily, unless the CONTRACT is terminated in accordance with the provisions of Article XII hereof. The actual execution of the WORKS shall, however, be subject to the issuance by the OWNER to the CONTRACTOR of the Notice to Proceed for each phase of the PROJECT, after the latter's completion and submission of all requisites for the issuance thereof.
- 6. The OWNER and CONTRACTOR hereby jointly make manifest their full commitment to work harmoniously together towards the satisfactory and timely completion of the WORKS. In the unlikely event of delay in the payment of the CONTRACTOR's progress billings under section 1.2 of Article V, the CONTRACTOR waives the benefit of extension of time of the completion period or any rights under Articles 22.01 and 22.05 of CIAP 102, Revision 2004.
- 7. The OWNER and CONTRACTOR hereby jointly make manifest their full commitment to work harmoniously together towards the satisfactory and timely completion of the WORKS. They likewise make manifest their commitment to endeavor to amicably settle all disputes, conflicts and differences, if any, pertaining to the WORKS and/or this CONTRACT. In the event, however, that all efforts by both parties towards the amicable settlement of any such dispute, conflict or difference fails, both parties hereto hereby agree

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the Construction Industry Arbitration Commission (CIAC), and R.A. 9285 (Alternative Dispute Resolution Act of 2004), including the 2009 Implementing Rules and Regulations thereto.

- 7.1 In the meantime that the disputes, conflicts and differences, if any, pertaining to the WORKS and/or this CONTRACT are being heard on referral before an arbitral body, the CONTRACTOR and OWNER shall as much as practicable, treat the dispute, conflict and/or difference as an isolated event which should not affect the continuity and satisfactory completion of the WORKS unless the disputes, conflicts and/or differences are such that would call for the termination of this CONTRACT.
- 7.2 The venue of the confirmation or vacation of an arbitral award, if any, shall be exclusively in Zamboanga City, Philippines.

exclusiv	ery in Zanabanga City, I imponies.	IG 14	วกวก
			2020
IN WITNESS	WHEREOF, the parties hereto have hereunto set their hands this	day	2.
of			

DR. JAMES ROBERTSON C. PICHEL

ENGR. ANDO F. TEKER

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Signed in the presence of:

ACKNOWLEDGEMENT

Republic of the Philippines	s)) S.S.
BEFORE ME, a Notary person evidence of identity as folk	Public for and in ZAMBONNGA OITY, this AUG 14 2020 day of nally appeared the following persons, with their competent ows:
Name	Evidence of Identity Date of Issue
JAMES ROBERTSON C. PLATE BRANDO F. TEKER	Drivers Lic. # Los-10-002591
foregoing instrumer act and deed and of the cor they have the authority to sthat their signatures above This instrument per Project consistir	o me known to be the same persons who executed the nt and declared to me that the same is their free and voluntary poration they respectively represent, of which corporation sign in a representative capacity, and further declared to me are affixed for the purpose stated in the foregoing. The tains to the Contract for for the ng of sixteen (16) pages including this page where the en, signed by the parties hereto and their instrumental
Doc. No. 289; Page No. 79; Book No. 74; Series of 2020.	ERNESTO S. GO NOTARY PUBLIC My commission expires on Decomber 31, 2020 2nd Fir., 64 Tomas Claudio Street, Zamboanga City Notarial Commission No. 4-2019 IBP OR No. 101722; 01-07-2020; IBP National, Manila PTR OR No. 2017881; 01-02-2020; Z.C. Roll of Attorney No. 26793 TIN 114-347-902
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CONTRACT FOR FIRE PROTECTION, PLUMBING AND SANITARY WORKS FOR THE ACE MEDICAL CENTER-ZAMBOANGA INC. PROJECT

Contract No. FRSP-2019-001

KNOW ALL MEN BY THESE PRESENTS:

This Contract for FIRE PROTECTION, PLUMBING AND SANITARY WORKS for the ACE MEDICAL CENTER-ZAMBOANGA INC PROJECT, referred to herein as the CONTRACT, entered into and executed by and between:

ACE MEDICAL CENTER-ZAMBOANGA INC. PROJECT, referred to herein as the OWNER, a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Don Alfaro St, Tetuan, Zamboanga City, represented in this act by Dr. James Robertson Pichel.

and

RFDG Construction and Development Corporation, a corporation duly-organized and existing under and by the laws of the Philippines, with address at Unit M1 Minnesota mansion, #267 Ermin Garcia St. Cubao Quezon City, Philippines, duly represented herein in this act by its president by Engr. Ritchie F. De Guia, referred to herein as the SPECIALTY CONTRACTOR,

WITNESSETH, THAT:

WHEREAS, the OWNER has decided to implement the construction of the FIRE PROTECTION, PLUMBING AND SANITARY WORKS Project, referred to herein as the PROJECT as part of the ACE Medical Center – Zamboanga Inc. Building.

WHEREAS, the OWNER has invited separate proposals from prequalified SPECIALTY contractors to undertake the FIRE PROTECTION, PLUMBING AND SANITARY WORKS (collectively referred to as the "WORKS") for the PROJECT based on the plans, drawings and specifications provided in the bid documents issued by the OWNER;

WHEREAS, the CONTRACTOR, representing itself to possess the necessary license(s) and permit(s), experience, technical competence and financial capacity to undertake and satisfactorily complete the FIRE PROTECTION, PLUMBING AND SANITARY WORKS of the PROJECT, pursuant to its proposal dated _____ with the final bid proposal dated 13 June 2019, copies of which are attached hereto as <code>Annex</code> "" collectively and hereby made an integral part hereof;

WHEREAS, the CONTRACTOR undertakes that it will diligently and continuously perform the WORK in accordance with the contract schedule approved by the OWNER;

WHEREAS, the OWNER, having ascertained that the bid proposal of the CONTRACTOR is responsive and advantageous, and relying on the CONTRACTOR'S representation of its competence and capability, has accepted the said proposal and awarded the CONTRACT therefor to the CONTRACTOR, in accordance with its Notice of Award dated 13 June 2019, a copy of which is attached hereto as *Annex "D"* and hereby made an integral part hereof;

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WHEREAS, the CONTRACTOR warrants that it is a bona fide independent contractor maintaining an independent business possessed with adequate capital and construction facilities and equipment to undertake the job contracted for;

NOW THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants, stipulations and agreements herein contained, and the payment by the OWNER of a sum of money in the manner hereinafter specified, the OWNER and the CONTRACTOR have agreed, as they do hereby agree, and contract as follows:

ARTICLE I - SCOPE OF WORKS

- The CONTRACTOR shall undertake the WORKS for the entire PROJECT and shall furnish/provide/supply & install at its own expense, all labor, materials (except those specifically identified as owner-furnished materials in the Bid Documents), supplies, equipment, machinery and tools, supervision and all other services necessary for the satisfactory completion of the same within the approved schedule.
- The WORKS shall consist of, but not limited to, the following items of work as specified and called for in the approved plans, drawings, specifications and other Bid Documents for the PROJECT:
 - 2.1 General works and preliminaries, consisting of site facilities and services, mobilization, demobilization, bonds and insurances, personal protective equipment and safety, management and supervision, material testing and general overhead for the items of work specified in Item 2.2 hereof, and;
 - 2.2 Main works consisting of FIRE PROTECTION, PLUMBING AND SANITARY WORKS and miscellaneous works.
- 3. The implementation of the WORKS shall be in accordance with the construction schedule as approved by the OWNER and its Representative(s) referred to herein as the PROJECT MANAGEMENT TEAM (PMT). The CONTRACTOR shall likewise undertake all items and aspects of the WORKS in strict compliance with the plans and specifications prepared by Arch Balce and Associates, referred to herein as the" ARCHITECT", and approved by the OWNER.
- 4. The CONTRACTOR shall use such methods and appliances for the performance of the WORKS as will ensure the completion of the Project of the required quality within the Completion Time. If, at any time before the commencement or during the progress of the construction works, such methods or appliances appear to the OWNER to be inefficient or inappropriate for producing the quality of work required, or insuring the required rate of progress, the OWNER may order the CONTRACTOR to increase the rate of their efficiency, or to improve their system of operation. The CONTRACTOR must comply with such order. Failure, however, of the OWNER to demand such increase of efficiency or improvement of the character or methods of work or of the appliances shall not relieve the CONTRACTOR from its obligation to turn out such quality of work and rate of progress as are called for in the CONTRACT.
- The CONTRACTOR recognizes the position of trust and confidence reposed upon it by the OWNER, and shall furnish its best skill and judgment in rendering efficient business administration and superintendence over the work herein set forth, and shall execute this



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fdg construction Edevelopment corporation Agreement in the soundest, most expeditious and economical manner consistent with the interests of the OWNER. However, it is agreed that the CONTRACTOR shall undertake the whole Project under the general supervision of the PMT.

- 6. Work that fails to comply with the Agreement is defective. Defective work shall be condemned by the OWNER upon discovery, and when such work has been condemned it shall be immediately removed by the CONTRACTOR and replaced in accordance with the Drawings and Specifications.
- 7. Contractor's Project Manager The CONTRACTOR shall designate an experienced, responsible and competent Project Manager based on the Project Site, whose duty shall be to ensure that the project is completed on time, shall oversee the day to day operation and ensure that work is done safely and to quality standard. The name and resume of the person so designated shall be reported by the CONTRACTOR in writing to the OWNER for approval.
- 8. Contractor's Safety Engineer The CONTRACTOR shall designate a responsible and competent person in-charge based on the Project Site, whose duty shall be the prevention of accidents and damage to the Project, the OWNER's property and adjoining property. The name and position of the person so designated shall be reported by the CONTRACTOR in writing to the OWNER for approval.

ARTICLE II - CONTRACT DOCUMENTS

- The following documents, including all amendments thereto, if any, shall be referred to collectively as the Contract Documents and shall comprise the entire contract between the OWNER and the CONTRACTOR, whether annexed hereto or made reference herein;
 - 1.1 This CONTRACT, including Annexes "A", "B", "C" and "D",

Annex	Document
A	Original Bid of Quantities and Conditions
В	Final Bid Proposal dated June 13,2019

- 1.2 The Notice to Proceed dated 13 June 2019
- 1.3 Technical Annexes (approved construction schedule, manpower schedule, organizational chart, equipment schedule, "S-Curve")
- 1.4 Bid Bulletin Nos. __ to __, inclusive,
- 1.5 General and Special Conditions set forth in the Bid Documents
- 1.6 Technical Specifications for Sanitary Plumbing Works and Fire Protection Works
- 1.7 Plans and Drawings, per attached list and dates,
- 2. The various documents comprising the entire Contract Documents are meant to be complementary with each other, and what is called for or prescribed under one document shall be construed to be called for or prescribed under all the others. In case of any discrepancy, inconsistency, omission, or ambiguity between any or among all of the individual documents, the party who discovered the same shall inform the other party of such discrepancy, inconsistency, omission or ambiguity in writing at the earliest

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opportunity. Thereafter, the parties hereto, in consultation with the PMT and/or ARCHITECT, shall make a joint interpretation of the documents in the order of priority as stipulated in Item 1 above, which interpretation shall be reduced in writing, signed by both parties hereto and made integral parts of the Contract Documents.

- 3. The OWNER or the PMT, with the concurrence of the OWNER, shall have the right to issue to the CONTRACTOR, at any time during the progress of the WORKS, any additional plans, drawings, documents or instructions that may be deemed necessary for the proper and timely execution of the WORKS or any portion thereof, which plans, drawings, documents or instructions shall form integral parts of the Contract Documents. Any variation in quantities or change in the scope of the WORKS resulting from such issuances shall be treated in accordance with Article VI, hereof.
- 4. All CONTRACT DOCUMENTS including all additional instructions and copies thereof, furnished to the CONTRACTOR shall remain the property of the OWNER. They are not to be used by the CONTRACTOR on any other work, and, with the exception of the signed Agreement inclusive of CONTRACT DOCUMENTS, they shall be returned to the OWNER upon completion of the Project before Final Payment to the CONTRACTOR is made. In the event that the CONTRACTOR fails to return the CONTRACT DOCUMENTS, the CONTRACTOR undertakes not to use the same for any other project or construction works.
- The CONTRACTOR shall make no changes or alterations in the contents of this Agreement as well as those of the CONTRACT DOCUMENTS without the prior written approval of the OWNER or the latter's duly-authorized representative.
- 6. It is expressly agreed and understood that in case of conflict between or among the provisions of the various CONTRACT DOCUMENTS, an equitable interpretation thereof shall be adopted by the parties, considering all circumstances and the general principles of the construction trade, to the end that the intention of this Agreement be carried out in a fair and equitable manner. However, in case the conflict cannot be resolved by the foregoing, the following rules shall be observed:
 - 6.1 The Detailed Drawings shall prevail over the General Drawings;
 - 6.2 Words and figures shall prevail over the drawings;
 - 6.3 Words shall prevail over figures in the CONTRACT DOCUMENTS; and
 - 6.4 Written dimensions shall prevail over measured dimensions.

If the inconsistency is between this Agreement and the provisions of the CONTRACT DOCUMENTS, the latter shall be controlling, except in case which involve contract documents of which the OWNER has no participation in the preparation

7. The OWNER shall be fully responsible for adequacy of the design and for sufficiency of the Drawings and Specifications. The complete requirements of the Work shall be set forth in Drawings and Specifications to be supplied by the Owner. However, if there be variance between the Drawings and Specifications, the provisions of the Specifications shall control.

In the event that any part or whole of the Works, when agreed upon, are designed by the CONTRACTOR, then all responsibilities assigned to the OWNER for the said design shall automatically be assigned to the CONTRACTOR as his responsibility.

The CONTRACTOR shall verify all Contract Drawings, Specifications and Contract
Documents before any work could be commenced. The CONTRACTOR shall report to the



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OWNER any discrepancy in the figures in the drawings immediately upon its discovery. The OWNER shall make the necessary correction. The CONTRACTOR shall not be entitled to an adjustment of the Contract Price and Completion Time should its work be ordered redone if such work was made without notifying the OWNER of the discovery of the discrepancy and before the OWNER makes the necessary correction.

- Failure of the CONTRACTOR to immediately report any discrepancy in the Drawings and Specifications shall be deemed that the CONTRACTOR had fully examined, reviewed and accepted the Drawings and Specifications as accurate and complete.
- 10. If the CONTRACTOR is a specialty contractor or is engaged by the OWNER as a specialty contractor, the OWNER's approval of shop drawings, material and equipment submittals will be general. It shall not relieve the CONTRACTOR of responsibility for accuracy of such shop drawings, nor for proper fitting, pipe and valve arrangement, and construction work, nor for furnishing of materials or work required by the Agreement and not indicated on the shop drawings. The OWNER's approval of such drawings, material and equipment or schedule shall not relieve the specialty contractor from responsibility for deviations from the Drawings or Specifications, unless the CONTRACTOR has, in writing, called the OWNER's attention to such deviations at the time of submission and secured the OWNER's written approval.
- 11. Unless specified to the contrary or unless the CONTRACTOR's submission is deficient, shop drawings, material and equipment Submittals approval by the OWNER shall be made within seven (7) working days of submission by the CONTRACTOR

ARTICLE III - COMPLETION OF THE WORKS

- 1. The entire WORKS is hereby contracted to be completed in _ ONE HUNDRED EIGHTY DAYS (180) calendar days from the commencement date stated in the succeeding paragraph (the "Completion Period"). The Completion Period shall be extended only when the OWNER approves of the CONTRACTOR'S submission of a written request for extension and thereafter issues a corresponding change order with time extension. The CONTRACTOR shall inform the OWNER in writing of any event giving rise to excusable delay under the pertinent provisions of the Contract Documents within fifteen (15) days from the date it occurs. Any request for extension of time, which has not been approved by the OWNER within fifteen (15) days from receipt, shall be deemed as denied. Except as may provided for under Article IV, Section 4, in the event the OWNER approves the request for time extension, any additional cost or expense that may be incurred due to the time extension shall be for the account of the CONTRACTOR.
- 2. The CONTRACTOR shall submit all required bonds, documents and commence with the WORKS within seven (7) days after its receipt of the Notice to Proceed from the OWNER and shall fully complete the same within the Completion Period
- 3. The Completion Period stipulated herein shall include the time required by the CONTRACTOR for mobilization and construction of site facilities, inspection and testing of all items comprising the WORKS, rectification of all defects and deficiencies on any portion of the WORKS, clean-up and demobilization, and turn-over of the WORKS to the OWNER.
- The CONTRACTOR shall coordinate with the PMT in the preparation and submission of an over-all program for the PROJECT, in Gantt Charts and CPM (Critical Path Method) Chart



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or any scheduling system acceptable to the OWNER and/or PMT, indicating therein the planned implementation schedule of each individual item of work comprising the WORKS and the deployment schedule for the various resources required therein. The program of work, upon approval by the PMT, with conformity of the OWNER, shall serve as the basis for monitoring the progress of the WORKS and completion thereof.

- 5. The CONTRACTOR shall be responsible for ensuring that the WORKS will be implemented diligently, continuously, expeditiously, SAFELY and within the approved schedule. It shall not, however, be liable for any delay in the execution of the WORKS or any item of work therein caused by force majeure or other events and circumstances beyond its control which might adversely affect the conduct of works at the project site. Such force majeure conditions include earthquakes, typhoons, floods, and other natural calamities, insurrection, rebellion, war and warlike conditions, and general strikes and lock-outs (except strikes and lock-outs initiated by or involving the personnel and employees of the CONTRACTOR and/or any of its sub-contractors). It shall be the responsibility of the CONTRACTOR to prosecute the WORKS with due diligence and care by safeguarding the site and all ongoing work from the effects of natural occurrences or force majeure events.
- The CONTRACTOR shall comply with and give all notices required by law, ordinance, rule, regulation, or lawful order of any public authority bearing on the performance of the WORKS, and shall promptly notify the OWNER if the Contract Documents are at variance therewith.
- 7. The CONTRACTOR shall, at all times, keep the project site and its adjoining ways and premises free from accumulation of waste materials or rubbish caused by its operations and shall maintain its working and storage area in a clean and non-hazardous condition. At the completion of the WORKS, the CONTRACTOR shall remove all waste materials and trash from and about the project site as well as its tools, construction equipment, machinery and surplus materials. In the event that the CONTRACTOR fails to remove the above, it shall be removed by the OWNER at the expense of the CONTRACTOR.
- 8. In the event the CONTRACTOR fails or refuses to complete the WORKS or any portion thereof within the stipulated Completion Period, including all approved time extensions, if any, it shall pay the OWNER, by way of liquidated damages, an amount equivalent to one-tenth of one percent (1/10 of 1%) of the total contract price of the PROJECT for each and every calendar day of delay, not to exceed a total of ten percent (10%) of the said total contract price. It is understood that the aforesaid liquidated damages are fixed and that the OWNER shall not be under any obligation to prove that it has incurred actual damages on account of such delays. For the purpose of collecting any such liquidated damages, the CONTRACTOR hereby authorizes the OWNER to deduct the same from any sum of money or amount due and payable to the former under this CONTRACT and/or to claim against and collect on the former's Performance Bond. The payment of said liquidated damages by the CONTRACT shall not in any way excuse the latter from completing the WORKS.
- 9. Upon completion of the WORKS, the CONTRACTOR shall notify the OWNER that the WORKS are ready for final inspection and acceptance. If the OWNER finds the WORKS to be acceptable, the latter shall signify its acceptance in the Certificate of Completion and Acceptance prepared by the CONTRACTOR, provided, however, that the OWNER, by accepting the WORKS, does not waive any of its rights arising from: (a) any faulty work or defects appearing after completion, turn-over and acceptance; (b) any WORKS that do not comply with the Contract Documents; and (c) CONTRACTOR's warranty on the WORKS.



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In the event that the OWNER does not accept the WORKS, the latter shall signify its non-acceptance in writing within fifteen (15) days and shall state therein the deficiencies on the WORKS and the punch listing and other works which have to be made on the project building.

ARTICLE IV - CONTRACT PRICE

 For and in consideration of the CONTRACTOR's faithful performance and its satisfactory completion of the WORKS, the OWNER shall pay the former the total contract price of PHILIPPINE PESOS: THIRTY TWO MILLION &/100 (PhP32,000,000.00) Only ("Contract Price").

All costs for the supply of materials, labor, supervision, vehicles, tools, equipment, labor, overhead, insurance premiums, taxes, materials, scaffoldings, dewatering system, use of equipment, fuel, oils, tools, including the cost of continence, overtime or extra shift work, site and national income, personal and corporate taxes for its employees, required bonds and insurance policies, testing of materials, all permits, fees, temporary facilities, water and power requirements, overhead and all other costs necessary to properly complete the Works, including fees and costs payable to sub-contractors and service providers engaged by the CONTRACTOR, if any, shall be for the account of the CONTRACTOR.

- 2. Except those for the general works and preliminaries, the Contract Price stipulated above is derived from the unit prices submitted by the CONTRACTOR with its final proposal dated 13 June 2019. The said unit prices shall be the basis for determining the value of the progress accomplishments of the CONTRACTOR on the WORKS and in calculating the corresponding payments to it and in pricing additive and deductive change orders works.
- 3. The above-stipulated Contract Prices, and the unit prices, as contained in the Breakdown of Contract Amount/Bill of Quantities, from which these were derived are inclusive of the expanded value-added tax and all other taxes that the CONTRACTOR might be liable to pay the government under this CONTRACT. It is clearly understood that the Contract Price likewise incorporates all costs that will be incurred by the CONTRACTOR in the execution of the WORKS, including provisions for profit and general overhead, and including all other work that may not be specifically included in the plans and drawings but can be inferred therefrom to be required to complete the WORKS in accordance with the specifications.
- 4. Except for labor cost adjustments brought about by government-mandated wage increases and other cost adjustments directly resulting from new laws, statutes, ordinances, or government regulations enacted within the stipulated Completion Period for the WORKS, and for actual additional costs incurred by the CONTRACTOR that are covered by change orders approved by the OWNER, the total Contract price shall not be subject to escalation due to inflation or for any other reason whatsoever.
- 5. In the case of labor costs, the total Contract Price shall be adjusted by PHIL. PESOS: (PhP0.10) ONLY per Peso increase on the minimum wage mandated by law. Any such increase enacted within the duration of the approved Completion Period shall be applicable to all unaccomplished portions of the WORKS except those portions which are delayed. The resultant adjustment in the Contract Price shall be the product of the above-stipulated amount multiplied by the total Peso increase in the minimum wage multiplied by the percentage of the remaining unaccomplished work within the approved schedule.

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ARTICLE V - MANNER OF PAYMENT

- The OWNER shall pay the total Contract Price to the CONTRACTOR, net of required withholding tax and other deductions, if any, in the following manner:
 - 1.1 A down payment equivalent to twenty percent (20%) of the contract amount upon the OWNER's issuance of the Notice to Proceed and the submission by the CONTRACTOR of a surety bond which is callable on demand and equal to the value of the downpayment to be paid, performance bond equivalent to twenty percent (20%) of the total contract price and Contractor's All-Risk Insurance in the amount equivalent to the Works. All bonds shall be procured from an insurance company acceptable to the OWNER.
 - 1.2 Regular progress payments equivalent to the value of actual accomplishments of the CONTRACTOR on the WORKS, minus mandated tax deductions, proportionate recoupment of the down payment, and twenty percent (20%) provision for retention, payable on the succeeding Friday after thirty (30) days from the OWNER's receipt of the CONTRACTOR's acceptable billing, duly certified to and endorsed by the PMT. It is understood that all payment releases shall be made only on Fridays. If the 30th day does not fall on a Friday, the payment release shall be made on the next succeeding Friday, without the imposition of interest.
 - 1.3 The total accumulated retention money, equivalent to twenty percent (20%) of the total Contract Price, shall be released, without interest, upon CONTRACTOR'S request one (1) year after the final acceptance of the entire WORKS by the OWNER.
 - 1.4 PROGRESS PHOTOGRAPHS TO ACCOMPANY REQUEST FOR PAYMENT: The CONTRACTOR at his own expense shall furnish the OWNER or his duly authorized representative(s) progress photographs which shall be taken monthly, starting when the work begins and continuing so long as the work is in progress, on the outside of the building, from station points designated by the OWNER or his duly authorized representative(s).
 - 1.5 UPDATED CONSTRUCTION SCHEDULE TO ACCOMPANY REQUEST FOR PAYMENT: The CONTRACTOR shall also include a copy of the updated approved Construction Schedule showing the actual progress status of the project as of the payment request period. No partial payment shall be considered for approval without the above mentioned prints, updated schedule accompanying the Request for Payment.
- 2. Any progress payment shall not be construed as an acceptance by the OWNER that the CONTRACTOR has satisfactorily performed or is satisfactorily performing the WORKS in accordance with the Contract Documents, or that such WORKS are free from defects of any kind, hidden or otherwise, or that the CONTRACTOR is complying or has complied with the provisions, terms, and conditions of the Contract Documents or of any of the CONTRACTOR's obligations thereunder.
- Unless otherwise agreed to by the OWNER, all upward adjustments on the Contract Price, whether for additional quantities or for additional items of work or for any other authorized adjustment within the scope of the WORKS stipulated herein, will not be provided with

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fdg construction Edevelopment corporation down payments. Payments for any such upward adjustment will be made by the OWNER in the manner prescribed under Items 1.2 and 1.3 of clause 1 hereof.

- 4. Unless otherwise agreed to by the OWNER, all materials and supplies delivered by the CONTRACTOR at the project site shall not be considered as part of its accomplishments on the WORKS until the same are actually installed or incorporated as integral parts of the WORKS in accordance with the plans, drawings and specifications provided by the OWNER.
- 5. No payment shall be made in excess of sixty five percent (65%) of the Contract Amount, unless a statement sworn to before any officer duly authorized to administer oaths is submitted by the CONTRACTOR to the effect that all bills for labor, other than current wages, all bills for materials, equipment, premiums and any monetary obligations incurred by the CONTRACTOR in connection with the Project, including all taxes due from the CONTRACTOR in connection with this Agreement, have been duly paid by the CONTRACTOR and its Sub-contractor, if any, excepting only such bills as may be enumerated in such sworn statement. The CONTRACTOR shall render the OWNER free and harmless from any claims and payment of such bills, and shall indemnify the OWNER the cost of defending himself against such claims.
- 6. In case the OWNER has reasonable grounds of belief that the CONTRACTOR has not remitted to the appropriate government agency the employer's and employee's contributions to the Social Security System or to Medicare, or the withholding tax on the employees' wages, the OWNER may require evidence of remittance of such contributions or withholding tax in addition to the sworn statement mentioned above, and withholding release of the amount sufficient to cover such payments until the evidence required by the OWNER is provided by the CONTRACTOR.
- 7. In case the OWNER has reasonable grounds of belief that the CONTRACTOR has not remitted to the appropriate government agency the employer's and employee's contributions to the Social Security System or to Medicare, or the withholding tax on the employees' wages, the OWNER may require evidence of remittance of such contributions or withholding tax in addition to the sworn statement mentioned above, and withholding release of the amount sufficient to cover such payments until the evidence required by the OWNER is provided by the CONTRACTOR. Notwithstanding the aforestated conditions, the OWNER shall have the right to withhold any payments due to the CONTRACTOR on account of:
 - 7.1 Any legitimate claim against the CONTRACTOR is made and is coursed through the OWNER by a party for the payment of labor, services, supplies and/or materials, or for rentals for the use of tools and equipment, or in case of non-compliance or defective or irregular compliance with any of the CONTRACTOR's obligations under the Contract Documents;

7.2 Any defective work not promptly remedied; or

7.3 Reasonable evidence that the WORKS cannot be completed or will not be completed within the Approved Schedule.

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The amounts withheld shall not be paid until the cause for withholding them has been satisfactorily removed or corrected by the CONTRACTOR.

ARTICLE VI - CHANGES IN THE WORK

- 1. At any time during the implementation of the WORKS, the OWNER and/or the PMT upon approval of OWNER, may direct the increase or decrease of the quantities or scope of any item of work contracted herein, or to require additional item/s of work to be incorporated in the WORKS. In the case of adjustments in quantities, the resultant change in the Contract Price shall be derived from the contract unit prices as reflected in the Breakdown of Contract Amount. In the case of additional items of work for which no unit prices have been established in the CONTRACT, the price adjustments shall be based on the total direct costs, including applicable taxes, mutually agreed upon between the OWNER and the CONTRACTOR, plus fifteen (15%) mark-up for overhead and profit.
- Within fifteen (15) calendar days from receipt of a change order notice or Site Instruction from the OWNER, the CONTRACTOR shall submit its estimate for the performance of extra works.
- 3. For additive changes exceeding One Million Philippine Pesos (Php 1,000,000.00) and/or any contract time extension, the CONTRACTOR shall present to the OWNER proof of the acceptance by his bonding and insurance companies of the amendments or changes to the CONTRACT. Failure of the CONTRACTOR to secure acceptance of the ammendments by its bonding and insurance companies shall not diminish the CONTRACTOR'S responsibility and liability for any circumstances that might arise from such failure.

ARTICLE VII - EQUIPMENT AND MATERIALS

- 1. The CONTRACTOR shall receive all Owner-Supplied Materials at a location jointly designated by the OWNER and the CONTRACTOR. The CONTRACTOR shall thereafter be responsible for its storage, preservation, care and custody. The CONTRACTOR shall inspect all deliveries of Owner-Supplied Materials and shall report any material that it refuses to accept due to quality issues and for deficient quantities. Any material that the CONTRACTOR accepts shall thereafter be considered of acceptable quality and complying with the approved specifications. Any wastage, damage or loss that may be incurred after its receipt of the materials shall be replaced by the CONTRACTOR with materials of equal quality and quantity. At the completion of the PROJECT, the CONTRACTOR shall prepare an accounting of all Owner-Supplied Materials it received and shall turnover all excess materials from within the maximum guaranteed quantities to the OWNER.
- The CONTRACTOR may, at its option, test any material furnished by the OWNER to satisfy its own quality requirements; the cost of such tests shall be borne by the CONTRACTOR.

ARTICLE VIII - PROTECTION OF PERSONS AND PROPERTY

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- The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs including safety rules and regulations for the safe and unimpeded performance of the WORKS. It is the duty and obligation of the CONTRACTOR to strictly comply with the occupational safety and health standards issued by the Department of Labor and Employment, and to indemnify and hold the OWNER, its officers or employees free and harmless from any obligation or liability that may arise therein from non-compliance or violations thereof.
- 2. The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, materials issued to it, installations and the like to be affected by the construction work. The CONTRACTOR shall adequately protect adjacent property as provided by Law and this Agreement. Any neighbouring property or building which may be jeopardized in any manner must be thoroughly and substantially protected against damage during construction at the CONTRACTOR's expense. Likewise, the CONTRACTOR shall be liable for and pay for all damages to adjacent and existing utilities occasioned in any manner by his act or neglect, or by that of his agents, employees, or workmen.
- 3. The CONTRACTOR shall take all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project site and other persons who may be affected thereby; (2) the building and all materials and equipment to be incorporated therein; and, (3) other property at the site or adjacent thereto. The CONTRACTOR shall indemnify the OWNER for any such damage, injury or loss to the OWNER, its officers, employees, agents and representatives.
- 4. The CONTRACTOR shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any relevant public authority bearing on the safety of persons and property and their protection from damage, injury or loss.
- 5. Work stoppage due to unsafe conditions, or violation of the occupational safety and health standards issued by the Department of Labor and Employment or any environmental laws, rules and regulations, shall be deemed a violation on the part of CONTRACTOR to comply with the Contract Documents and is not a ground for an extension of the Approved Schedule. If the CONTRACTOR fails or does not immediately adopt the necessary corrective measures, OWNER may perform them and deduct the cost thereof from any payments due to the CONTRACTOR.
- 6. The CONTRACTOR shall promptly remedy all damage to any portion of the PROJECT caused in whole or in part by the CONTRACTOR or any of the latter's sub-contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The CONTRACTOR shall be primarily responsible for all safety measures in prosecuting the Project in accordance with the <u>safety manual submitted and approved</u> by the PMT in accordance with the requirements of the Construction Industry Authority of the Philippines (CIAP).

ARTICLE IX - BONDS AND INSURANCES

Within fifteen (15) days after the execution of this CONTRACT by both parties hereto, and
as one condition for the OWNER's issuance of the Notice to Proceed and release of the down
payment, the CONTRACTOR shall submit to the OWNER verified original copies of the
following bonds and insurance policies issued by any of the bonding/insurance companies
acceptable to the OWNER.

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- 1.1 Surety Bond, which is callable on demand, equal to the value of the down payment to be paid by the OWNER, to guarantee the reimbursement of the said down payment, or any portion thereof, by the CONTRACTOR to the OWNER in the event of demand therefore, such surety bond to remain valid and effective until the total down payment paid to the CONTRACTOR has been fully recouped by the OWNER.
- 1.2 Performance Bond, equivalent to twenty percent (20%) of the Contract Price, to guarantee the faithful and satisfactory performance of the CONTRACTOR under this CONTRACT and to cover any claim of the OWNER against the CONTRACTOR, such as that for liquidated damages, such Performance Bond to remain valid until the WORKS has been completed and accepted by the OWNER.
- 1.3 Contractor's All-Risk Insurance in an amount equivalent to the Contract Price, for the purpose of insuring against any and all losses, damages and liabilities incurred by the OWNER or the CONTRACTOR, including work-related injuries of workers, death and dismemberment, including medical reimbursements, if any, during the course of the execution of the WORKS, and to remain valid and effective until the WORKS have been completed and accepted by the OWNER.
- 2. Subject to the OWNER'S approval, the CONTRACTOR may request to collect the accumulated retention money, or a portion thereof, from the OWNER before the lapse of the stipulated one-year warranty period, by submitting to the latter a guarantee bond, equivalent to the amount of the retention money being collected, issued by any bonding company acceptable to the OWNER and valid and effective up to the end of the aforesaid warranty period.
- 3. The validity and effectivity of any of the bonds and insurance coverages prescribed herein shall not in any way be diminished, impaired or adversely affected by any amendment to this CONTRACT or any alteration, revision, adjustment on any item or portion of the WORKS mutually agreed upon between the OWNER and the CONTRACTOR. It shall be the sole responsibility of the CONTRACTOR to ensure the continuous and uninterrupted validity and effectivity of all the bonds and insurance coverages, without need for reminders from the OWNER or the PMT, by causing the immediate amendment of the same, if necessary, to account for any such amendment to this CONTRACT or alteration, revision or adjustment on any item or portion of the WORKS. The inability or failure of the CONTRACTOR to secure the necessary bonds and insurance policies shall be a ground for the termination of the CONTRACT by the OWNER.
- 4. The CONTRACTOR shall be responsible for ensuring that all the required bonds and insurance covers remain valid and fully effective throughout the prescribed periods therefor. The OWNER reserves the right to withhold any or all payments to the CONTRACTOR in case any of the said bonds and insurance covers will lapse, until the latter has caused the renewal or reinstatement of the same.

ARTICLE X - CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The CONTRACTOR represents and warrants that it is fully aware of all the documents
comprising the Contract Documents stipulated in Article II hereof, that it has complete and
full understanding of the same in relation to this CONTRACT and the WORKS, and that it
shall faithfully execute and satisfactorily complete the WORKS in accordance with the
intent and meaning of the Contract Documents taken together, whether the same, or any

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portion thereof, may or may not be specifically shown in the plans and drawings or described in the specifications, provided that the same can be reasonably inferred therefrom.

- 2. The CONTRACTOR represents that it has inspected the project site; that it has informed itself fully as to the conditions which might affect the nature, extent, and cost of the WORKS; and that the OWNER shall in no way be responsible for any costs or expenses which may develop on account of failure of the CONTRACTOR to make an accurate examination of present or future factors that may affect the cost of execution.
- 3. The CONTRACTOR represents and warrants that it shall undertake and complete the WORKS in the most safely, diligent, continuous and professional manner and with the highest possible quality of workmanship, that all materials and supplies that it will incorporate into the WORKS shall be free from any defect or quality deficiency, shall be new and of recent manufacture, and that it shall fully conform to the generally accepted trade practices, methods and procedures in undertaking the WORKS. At the OWNER'S request, the CONTRACTOR shall provide documentation to show proof of the manufacture and fabrication dates of any material, equipment or appliance brought to or installed in the PROJECT.
- 4. The CONTRACTOR guarantees the WORKS against any and all defects, deficiencies and failures caused by or resulting from inferior materials it has supplied, used and installed, unsatisfactory workmanship and/or non-compliance with the Contract Documents and the like for a period of one (1) year reckoned from the day of final acceptance of the PROJECT by the OWNER. In case any defect, failure and poor workmanship of any part of the PROJECT is discovered during the said warranty period, except those resulting from negligence or misuse of the OWNER, the CONTRACTOR shall be bound to make good such defect, failure or poor workmanship, without any cost or expense to the OWNER. In any case during the same period, the CONTRACTOR shall hold the OWNER free and harmless from any and all liabilities and damages that may be incurred as a result of any breach of the said CONTRACTOR's guarantees, including portions of the WORKS that may have been done by sub-contractors or service providers of the CONTRACTOR. It is hereby understood, however, that these stipulations shall not in any manner affect the rights and liabilities of the parties under Article 1723 and other provisions of the Civil Code, nor under any existing law, rules and regulations.
- 5. The CONTRACTOR shall, at its own expense, repair and/or rectify, to the OWNER's satisfaction, all defects or deficiencies noted in the WORKS within the said guarantee period. In the event the CONTRACTOR fails or refuses, for any reason whatsoever, to repair or rectify any defect, deficiency or failure in the WORKS within fifteen (15) days from receipt of notice, the OWNER reserves the right to undertake the said repair or rectification and charge the cost thereof against the retention money of the CONTRACTOR, or to collect from the guarantee bond, as the case may be.
- 6. The CONTRACTOR represents and warrants to engage only those sub-contractors and service providers with proven capability and track record to undertake any portion of the WORKS, that it will hire and/or assign only highly competent and qualified managers, supervisors, skilled personnel and laborers as part of its organization in the PROJECT, and that it shall be fully responsible for the proper conduct and satisfactory performance of all the personnel and workers under its employ. The CONTRACTOR warrants and confirms that its obligations under this CONTRACT are not lessened or otherwise affected by subcontracting the performance of those obligations. The CONTRACTOR shall likewise ensure that the sub-contractor and service providers that it will engage complies and shall



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continue to comply with all the requirements of the Philippine Contractor's Accreditation Board or the Department of Labor and Employment, and other government agencies, insofar as may be applicable. The OWNER reserves the right to monitor the conduct and performance of all personnel and laborers involved in the WORKS and demand the removal of any of them who may be found to be unqualified or to perform unsatisfactorily.

- 7. The CONTRACTOR represents and warrants that it shall comply with and abide by all the rules and regulations promulgated by the OWNER and enforced by the PMT at the project site, and that it shall ensure that all its personnel and workers shall do the same at all times. The OWNER, through the PMT, reserves the right to impose sanctions on the CONTRACTOR and/or on any of their personnel and workers, for any violation of the said rules and regulations.
 - 8. The CONTRACTOR represents and warrants that the total quantities of the OWNER-supplied materials, that it indicated in its bid proposal are the maximum quantities that will be used in the WORKS, and that it shall be responsible for the procurement, at its own expense, of any quantity of said materials in excess of the maximum guaranteed quantities under its bid proposal. The CONTRACTOR shall update the guaranteed maximum quantities as necessary following approved changes in the WORKS. In the event that the OWNER procures such excess quantities, the cost of the same shall be charged against and deducted from the first available billing of the CONTRACTOR after these are installed and incorporated into the WORKS. In the case of reinforcing steel bars and ready-mix concrete, the CONTRACTOR and PMT shall, immediately after the execution of this CONTRACT, jointly calculate the quantities of the same required for the WORKS. The resultant joint quantification of the CONTRACTOR and PMT, including a reasonable allowance of three percent (3%) for wastage and losses, upon approval by the OWNER, shall thence serve as the maximum guaranteed quantities. Any excess of the OWNER supplied materials from the maximum guaranteed quantities, including scrap materials generated therefrom, shall belong to the OWNER.
- 9. The CONTRACTOR represents and warrants that it is a duly licensed independent contractor that possesses all necessary licenses and permits, including the Philippine Contractors Accreditation Board license, resources, manpower, with substantial capital, tools, equipment and facilities necessary to perform its obligations under this CONTRACT and that the workers utilized to carry out its obligations herein are the CONTRACTOR's employees and that the workers' deployment in the PROJECT or the discontinuance of such deployment shall not affect the employment status of such workers with the CONTRACTOR. For this reason, it is the sole responsibility of the CONTRACTOR to comply with all labor and/or employment laws, rules and regulations. The CONTRACTOR shall comply with all laws, rules and regulations pertaining to labor employment such as, but not limited to, payment of the workers' wages, statutory benefits, as well as contributions to Social Security System, PagIBIG and PhilHealth.
- 10. The CONTRACTOR represents and warrants to defend the OWNER against any demand, charge or claim of any third party, including its sub-contractors, suppliers and service providers as well as its employees and workers and those of its sub-contractors and service providers, and to hold the OWNER free and harmless from any liability arising from any such demand, charge or claim or brought about by its failure or refusal to faithfully comply with the Contract Documents and/or with pertinent laws, ordinances, codes, standards,

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rules, regulations and/or generally accepted construction methods and practices. The CONTRACTOR further warrants to fully indemnify the OWNER for whatever loss or damage they or the PROJECT might suffer or incur from any demand, charge, claim or suit that might be brought by any said third party against them or the PROJECT resulting from the conduct of the WORKS.

11. The CONTRACTOR represents and warrants that it has secured the required authority from its Board of Directors and all other necessary consents and approvals for the validity of this CONTRACT, the appointment of its authorized representatives, and the execution and performance of its undertakings under the CONTRACT.

ARTICLE XI - SUSPENSION OF WORKS

- The OWNER and/or the CONTRACTOR may temporarily suspend the implementation of the WORKS or any portion thereof for not more than six (6) months under the following circumstances:
 - 1.1 Unforeseen delays in the approval of concerned government agencies of any permit or clearance requisite to the implementation of the WORKS or any portion thereof, provided, that the CONTRACTOR shall not be entitled to suspend the implementation of the WORKS if said delays in securing governmental approval are attributable to its fault or negligence;
 - 1.2 Enactment of any law, ordinance, rule or regulation after the execution of this CONTRACT which will constitute a temporary constraint on the continuous implementation of the works;
 - 1.3 Prolonged force majeure conditions or the direct effects thereof which might render the project site unsafe or unfit for the continuation of the WORKS.
 - 1.4 Protracted regional or global economic crisis or the effects thereof which might adversely impair or diminish the capability of the OWNER to financially support and sustain the regular pace or schedule of the WORKS.

ARTICLE XII - TERMINATION OF CONTRACT

- 1. The OWNER reserves the right to terminate the CONTRACT, subject to thirty (30) days prior written notice to the CONTRACTOR, for the following reasons:
 - 1.1 In the event that the CONTRACTOR becomes insolvent or declares bankruptcy or assigns its assets for the benefit of its creditors;
 - 1.2 In the event that the CONTRACTOR incurs unjustified delay of more than fifteen percent (15%) in the implementation of the WORKS, or any portion thereof, from the schedule approved by the PMT and the OWNER.
 - 1.3 In case the CONTRACTOR, and/or any of its subcontractors and service providers, fail or refuse, without any justifiable reason, to conform to the plans, drawings, specifications, and other documents pertaining to the implementation of the WORKS.

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including any revision or modification therein, or the instructions of the ARCHITECT, PMT and/or OWNER with regard to the implementation thereof;

- 1.4 In case the CONTRACTOR willfully and grossly violates any condition or stipulation of this CONTRACT or the Contract Documents, or in case it, and/or any of its subcontractors and service providers, continuously willfully violate any of the rules and regulations enforced by the PMT at the project site;
- 1.5 The CONTRACTOR becomes liable for liquidated damages in an amount corresponding to ten percent (10%) of the total contract amount;
- 1.6 The CONTRACTOR is unable to secure or extend the validity and effectivity of any of the required bonds and insurances.
- 1.7 The CONTRACTOR breaches any of its obligations, representations and warranties under this Contract.
- 1.8 The CONTRACTOR fails to undertake repairs and/or rectification works of defects discovered during inspection within thirty (30) calendar days from receipt of notice from the OWNER or the PMT.

Should any one of the aforecited events occur, the OWNER reserves the right to take over the WORKS and cause the completion thereof by other parties and to withhold any payment due the CONTRACTOR until the WORKS have been fully completed, without prejudice to other legal remedies that the OWNER may be entitled to. In case the cost of completing the WORKS exceeds the remaining portion of the total Contract Price at the time of the termination of this CONTRACT, the OWNER reserves the right to collect the excess from the CONTRACTOR through its withheld receivables and/or from its performance bond.

The CONTRACTOR shall, within thirty (30) days from receipt of the notice of termination, clear the worksite of all tools, implements and manpower/ personnel and demobilize all machineries and equipment thereat. Failure to do so shall entitle the OWNER to charge the CONTRACTOR reasonable storage fees for all tools, implements, machineries and equipment left at the worksite after sixty (60) days of inaction and forfeit the same as abandoned in favor of the OWNER. Further, the OWNER shall have the right to summarily ask the manpower/personnel of the CONTRACTOR who remains at the WORK site to leave the premises without prejudice to the right of the OWNER to seek the assistance of the local authorities in case of resistance to said request. Any damage that the OWNER may sustain as a result of the refusal of the CONTRACTOR to comply herewith shall entitle the OWNER to compensation for such damage. The OWNER reserves the right to retain at site and use any materials, tools, equipment and personnel of the CONTRACTOR towards the completion of the WORKS subject to payment of reasonable rental rates or wages.

The termination of this CONTRACT shall also result in the automatic termination of any contracts or arrangements that the CONTRACTOR may have with its sub-contractors or service providers. The CONTRACTOR shall make it clear to its sub-contractors and service providers that, upon the termination of the CONTRACT, they will have no direct recourse whatsoever to the OWNER for any compensation due to them.

The OWNER may, at its sole option, also terminate the CONTRACT for the following reasons:

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- 2.1 Prolonged force majeure conditions or the direct effects thereof which might render the project site unsafe or unfit for the continuation of the WORKS beyond six (6) months from the start of the force majeure event.
- 2.2 Protracted regional or global economic crisis or the effects thereof which might adversely impair or diminish the capability of the OWNER to financially support and sustain the regular pace or schedule of the WORKS.
- 2.3 In the event the Government enacts any law, statute, ordinance, rule or regulation, or imposes any condition or restriction, which will render the continuation of the development of the PROJECT impossible.
- 3. The CONTRACTOR may terminate this CONTRACT, subject to thirty (30) days prior written notice to the OWNER, for the following reasons:
 - 3.1 In case the OWNER fails or refuses to comply with any of its obligations under this CONTRACT, including, but not limited to, non-payment of the certified billings of the CONTRACTOR, subject to the submission by the CONTRACTOR of a demand letter prior to the thirty (30) day notice period;
 - 3.2 In the event the Government enacts any law, statute, ordinance, rule or regulation, or imposes any condition or restriction, which will render the continuation of the WORKS impossible.

ARTICLE XIII - DETAIL DRAWINGS, SHOP DRAWINGS AND INSTRUCTIONS

- SUPPLEMENTARY DRAWINGS AND INSTRUCTIONS: The drawings referred to in these Specifications will be further supplemented by additional detail drawings and instructions essential to the proper interpretation of the Drawings and the proper execution of the work. The CONTRACTOR shall furnish with reasonable promptness such additional detail drawings and instructions for approval prior to implementation at site.
- 2 All such detail drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. All such additional drawings and instructions are to be considered of equal force as those which originally accompany the specifications. The work shall be executed in conformity with such detail drawings and instructions, and the CONTRACTOR shall do no work without proper drawings and instructions.
- 3 SCHEDULE FOR SUBMISSION OF DETAIL AND SHOP DRAWINGS: The CONTRACTOR shall prepare a schedule subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the CONTRACTOR shall furnish them in accordance with that schedule. Under like conditions, a schedule shall be prepared, fixing the dates for submission of the shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.
- 4 CONDITIONS IN THE PREPARATION OF SHOP DRAWINGS: The CONTRACTOR shall prepare at his own expense and submit with such promptness as ' to cause no delay in his own work or in that of any other Contractor doing work on the same building, two (2) copies of all shop or setting drawings, templates, patterns and models as well as

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schedule required for the work of the various trades, and the PMT/Architect shall pass upon them with reasonable promptness, making desired corrections. The PMT/Architect shall make any corrections as required and file with him original corrected copies and furnish such other copies to the CONTRACTOR.

- 5 INTERFACE CHECKING DRAWINGS OF SUB-CONTRACTORS. The CONTRACTOR shall coordinate with all assigned/nominated sub-contractors anticipated clashes in interface between disciplines. The OWNER will provide all approved installation drawings of other disciplines not part of construction agreement.
- 6 LETTER OF TRANSMITTAL: Submission of shop drawings shall be accompanied by a letter of transmittal in duplicate, containing name of project. CONTRACTOR'S name, number of drawings, titles, and other pertinent data.
- RESPONSIBILITY FOR ACCURACY: Approval of shop drawings will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor for proper fitting and construction of work, nor for furnishing of materials or work required by the Contract and not indicated on shop drawings. The PMT/Architect approval of such drawings or schedule shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing, called PMT/Architect attention to such deviations at the time of submission and secure his written approval, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

ARTICLE XIV - MATERIALS, FIXTURES, AND FITTING FURNISHED BY THE CONTRACTOR.

- 1 MANUFACTURERS AND DEALERS: Names of proposed manufacturers, materials men, and dealers who are to furnish materials, fixtures, or other fittings shall be submitted to the OWNER, Architect and/or PMT for approval as early as possible, to afford proper investigation and checking. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation, adequate quality control and shall have successfully produced similar products. All transactions with manufacturers, or sub-contractors, shall be through the CONTRACTOR with the approval of the OWNER.
- 2 The CONTRACTOR shall provide manufacturer or dealer with complete information from Specifications and Drawings and shall inform manufacturer or dealer of all pertinent contract requirements. The manufacturer or dealer shall have the materials, equipment, fixtures, appliances or other fittings supplied by him properly coded or identified in accordance with the existing standards for same to indicate class grade or quality.
- 3 SAMPLES OF MATERIALS. The CONTRACTOR shall furnish for approval, with such promptness as to cause no delay in work, samples as specified or required. Work shall be in accordance with approved samples. Unless otherwise specified, three (3) samples shall be submitted, and of adequate size to show quality, type, color, range, finish and texture of material.
- 4 QUALITY OF MATERIALS: Unless otherwise specified, all materials shall be new. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and most acceptable manner in strict accordance with the requirements of the Drawings and Specifications.

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5 The decision of the OWNER or his duly authorized representative(s) as to quality and quantity of work and materials shall be final and precedent to the CONTRACTOR'S right to receive any money hereunder.

ARTICLE XV - OTHER PROVISIONS

- This CONTRACT and the Contract Documents identified herein embody the entire
 agreement between the OWNER and the CONTRACTOR with respect to the WORKS.
 Neither party shall be bound by and held liable for any statement, warranty, commitment or
 representation made or issued by either of them or their respective representatives which is
 not contained herein unless such statement, warranty, commitment or representation is
 reduced in writing, signed by both parties hereto and made an integral part of this
 CONTRACT.
- 2. It is expressly understood that any and all acts of tolerance or forbearance that the OWNER or any of its agents, such as the ARCHITECT and the PMT, or any of their designated representatives, shall not in any way or under any circumstance be construed as a renunciation or waiver of its rights, remedies and courses of action under this CONTRACT, or as valid and binding amendments hereto. The OWNER and/or any of its said agents reserves the right to enforce or apply any of the provisions of this CONTRACT or any of the Contract Documents at any time, including any which will correct or rectify previous errors of omission, notwithstanding the fact that it may have failed or refused to enforce or apply the same previously.
- This CONTRACT shall not be amended or modified in any way without the express consent of both the OWNER and the CONTRACTOR. All amendments hereto shall be valid and binding on both parties hereto only if the same are reduced in writing, signed by both parties and made integral parts of this CONTRACT.
- In the event any of the provisions of this CONTRACT is declared with finality as null and void by the proper courts, the other provisions hereof not adversely affected nor impaired thereby shall remain in full force and effect.
- 5. This CONTRACT shall take effect immediately upon its execution by both parties hereto and shall remain valid and binding until all of the obligations of both parties have been fully accomplished and discharged satisfactorily, unless the CONTRACT is terminated in accordance with the provisions of Article XII hereof. The actual execution of the WORKS shall, however, be subject to the issuance by the OWNER to the CONTRACTOR of the Notice to Proceed for each phase of the PROJECT, after the latter's completion and submission of all requisites for the issuance thereof.
- 6. The OWNER and CONTRACTOR hereby jointly make manifest their full commitment to work harmoniously together towards the satisfactory and timely completion of the WORKS. In the unlikely event of delay in the payment of the CONTRACTOR's progress billings under section 1.2 of Article V, the CONTRACTOR waives the benefit of extension of time of the completion period or any rights under Articles 22.01 and 22.05 of CIAP 102, Revision 2004.
- 7. The OWNER and CONTRACTOR hereby jointly make manifest their full commitment to work harmoniously together towards the satisfactory and timely completion of the WORKS. They likewise make manifest their commitment to endeavor to amicably settle all disputes, conflicts and differences, if any, pertaining to the WORKS and/or this CONTRACT. In the

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event, however, that all efforts by both parties towards the amicable settlement of any such dispute, conflict or difference fails, both parties hereto hereby agree to submit themselves to arbitration pursuant to Executive Order No. 1008, including the Rules of Procedures Governing Construction Arbitration approved and promulgated by the Construction Industry Arbitration Commission (CIAC), and R.A. 9285 (Alternative Dispute Resolution Act of 2004), including the 2009 Implementing Rules and Regulations thereto.

- 7.1 In the meantime that the disputes, conflicts and differences, if any, pertaining to the WORKS and/or this CONTRACT are being heard on referral before an arbitral body, the CONTRACTOR and OWNER shall as much as practicable, treat the dispute, conflict and/or difference as an isolated event which should not affect the continuity and satisfactory completion of the WORKS unless the disputes, conflicts and/or differences are such that would call for the termination of this CONTRACT.
- 7.2 The venue of the confirmation or vacation of an arbitral award, if any, shall be exclusively in Zamboanga City, Philippines.

	AUG 2 3 2019
	EOF, the parties hereto have hereunto set their hands this day of at the parties hereto have hereunto set their hands this day of the parties hereto have hereunto set their hands this day of the parties hereto have hereunto set their hands this day of the parties hereto have hereunto set their hands this day of the parties hereto have hereunto set their hands this day of the parties hereto have hereunto set their hands this day of the parties hereto have here had been parties hereto have here at day of the parties hereto have here at day of the parties hereto have here at day of the parties here at day of
Ву:	
Ву:	Jontractor Luni Rim
	President
	Signed in the presence of:
	ORLANDO STRAMITTAN SH.

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ACKNOWLEDGEMENT

GUEZON L.) S.S.		
	AUG 2 3 2019	
BEFORE ME, a Notary Pu , personally	blic for and in, this day of appeared the following persons, with their competent	
evidence of identity as follows:		
Name Evider	nce of Identity Date of Issue	
n		
instrument and declared to me and of the corporation they in hority to sign in a representative	to be the same persons who executed the foregoing that the same is their free and voluntary act and deed respectively represent, of which corporation they have the capacity, and further declared to me that their purpose stated in the foregoing.	e
This instrument pertains to	the Contract forfor theProjec	t
sisting of twenty one (21) pages	including this page where the acknowledgement is	
sisting of twenty one (21) pages tten, signed by the parties hereto	including this page where the acknowledgement is and their instrumental witnesses. The second of the control o	
Doc. No. 70; Page No. 34;	ATTY. FLORIMOND C. ROUS Notary Public for Quezon City Until December 31, 2019	
Doc. No;	ATTY. FLORIMOND C. ROUS Notary Public for Quezon City Until December 31, 2019 PTR No. 7323525 / 01-03-19 / Q.C. IBP LIFETIME No. 10316 ROLL No. 25769 / TIN 142-154-935	
Doc. No. 13 ; Page No. 34; Book No. 40;	ATTY. FLORIMOND C. ROUS Notary Public for Quezon City Until December 31, 2019 PTR No. 7323325 / 01-03-19 / Q.C. IBP LIFETIME No. 10316	
Doc. No. 13 ; Page No. 34; Book No. 40;	ATTY. FLORIMOND C. ROUS Notary Public for Quezon City Until December 31, 2019 PTR No. 7323525 / 01-03-19 / Q.C. IBP LIFETIME No. 00316 ROLL No. 25758 / Thy 142-154-935 MCLE 5 Comp. 00001549: 1-22-2014	
Doc. No. 70; Page No. 34; Book No. 40;	ATTY. FLORIMOND C. ROUS Notary Public for Quezon City Until December 31, 2019 PTR No. 7323525 / 01-03-19 / Q.C. IBP LIFETIME No. 00316 ROLL No. 25758 / Thy 142-154-935 MCLE 5 Comp. 00001549: 1-22-2014	

REPUBLIC OF THE PHILIPPINES)	
CITY OF ZAMBOANGA)	S.S.
XX	
SEP n = 2010	

BEFORE ME, this _____ day of September, 2019, in the City above-named, personally appeared DR. JAMES ROBERTSON PICHEL with T.I.N. 918-509-920, known to me to the same person who executed the foregoing Contract and acknowledged that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

Doc. No. 267; Page No. 55; Book No. 73; Series of 2019...

ERNESTO 8. GO NOTARY FUBLIC

My commission expires on December 31, 2020
2nd Fir., 64 Tomac Cloudio St., Sambsanga Elly
Notarial Commission No. 1 7,019
IBP No. 059831; 01-17 2019; hiarila
PTR No. 1825167; 01-03-2019; 2.C.
Roll of Attorney No. 26793
TIN 114-347-902

DR. JAMES ROBERTSON PICHEL

Signed in the presence of:

Julianclan

and

Juanh



Ref. No.: PMCZ-NOA-001

September 09, 2021

Attention

: J-CONN BUILDIING SYSTEMS, INC.

Conchita "Connie" Y. Santos

General Manager

3410 Santan St. El Rio Vista Village, Phase 3, Davao City

Thru

: Norvin Sandalan

Project In-Charge

Subject

: Notice of Award - INSTALLATION AND DISMANTLING OF SCAFFOLDING AND

APPLICATION OF SEALANT @ ACP PANELS - Premier Medical Center

Zamboanga

Dear Engr. Mark,

We are pleased to inform you that subject to the details below, we are awarding you the Installation and Dismantling of Scaffolding and Application of Sealant @ ACP Panels of Premier Medical Center Zamboanga. Details are as follows:

1. The Contract Price for the Work is

Php 117,000.00

12% VAT

Php 14,040.00

Grand Total:

Php 131,040.00

2. Works include supply of Labor, Supervision and shall be performed to industry standards.

3. Full payment upon issuance of Certificate of Accomplishment for the works.

Completion Date for the above contract shall be September 30, 2021.

Should you accept this award, kindly sign at the conforme below. This will serve as our agreement.

Thank you for your interest and working with us. We look forward to a mutually beneficial relationship and collaboration for the success of this project.

Very truly vours.

Ar. Melly Ann B. Serdoncillo, UAP

Project Manager-PMCZ

Approved by:

VIPP

Dr. James Pichel President-PMCZ Conforme and Acceptance:

C/O Norvin Sandalan Project In-Charge

Conchita "Connie" Y. Santos General Manager

C.C. C. 10-14-7



CONTRACT / PO : Cost Plus for Application of Sealant						PROGRESS BILLING ACCOMPLISHMENT BREAKDOWN								
tom	CONTRACT / PO : Cost Plus	s for Application of Sealant				Previous			Present			Överall		
No.	Description	Quantity	Unit	Rate	Amount	Quantity	%	Amount	Quantity	%	Amount	Qty.	%	Amount
1.0	Installation and Dismantling of Scaffolding. Application of Sealant at ACP Panel	1.0	lot		117,000,000.00				1.00	100.00%	117,000,000.00			
	12% Vat				14,040,000,00						14,040,000.00			
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									less 10 9	6 retention :	13,104,000.00			Trans.

PREMIER MEDICAL CENTER ZAMBOANGA

SERVICE PROVIDER

Approved by:

AR. JELLY ANN PRABONCILLO

PROMIS A BELTSON C. PICHEL

J-CONN BUILDING SYSTEMS, INC.