



Republic of the Philippines
CITY GOVERNMENT OF MUNTINLUPA
Bids and Awards Committee

NOTICE TO PROCEED

ROCKSPEED ELEVATOR & ESCALATOR CORPORATION
Magallanes, Makati City

Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given to **ROCKSPEED ELEVATOR & ESCALATOR CORPORATION** that the CONTRACT of the City Government of Muntinlupa for the "**Standard Maintenance of Elevators of Various Offices/Buildings of the City Government of Muntinlupa**", shall commence effective FIVE (5) DAYS after acknowledging receipt hereof.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and Schedule of Delivery.


Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,


Hon. **ROZZANO RUFINO B. BIAZON**
City Mayor

I acknowledge receipt of this Notice on MARCH 28, 2021

Name of the Bidder or Representative Celso A. Orta

Authorized signature 

CONTRACT OF AGREEMENT

STANDARD MAINTENANCE OF ELEVATORS FOR VARIOUS OFFICES/BUILDINGS OF CITY GOVERNMENT OF MUNTINLUPA

KNOW ALL MEN BY THESE PRESENTS:

This Contract for the Standard Maintenance of Elevators for Various Offices/Buildings of the City Government of Muntinlupa is made and entered into by and between:

CITY GOVERNMENT OF MUNTINLUPA, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at the City Hall Building, National Road, Putatan, Muntinlupa City, represented in this act by the City Mayor, **HON. ROZZANO RUFINO B. BIAZON**, hereinafter referred to as the "**PRINCIPAL**";

-and-

ROCKSPEED ELEVATOR AND ESCALATOR CORPORATION, a duly registered corporation, organized and existing under and by virtue of the laws of the Republic of the Philippines, duly licensed to engage in the business of provision of elevator and escalator maintenance services, with principal office address at _____, represented in this Contract by its _____, **GILBERT A. ORIBE**, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, one of the priority programs of the **CITY GOVERNMENT OF MUNTINLUPA (PRINCIPAL)** is the improvement of the facilities and services offered at the City Hall and its various offices and buildings;

WHEREAS, a dependable maintenance services for the elevators in its various offices and buildings is essential to the efficient and reliable delivery of public services as well as to comply with the provisions of pertinent laws and regulations;

WHEREAS, in order to attain this objective, the **PRINCIPAL** has caused the procurement of the said contract for the year 2025 through open and competitive bidding, in accordance with the provisions of Republic Act No. 9184, or the Government Procurement Reform Act;

WHEREAS, in the public bidding that was conducted by the Bids and Awards Committee (BAC), the bid proposal by the **CONTRACTOR** was found to be the Lowest Calculated and Responsive Bid (LCRB), for which a Notice of Award has been issued by the City Mayor;

NOW, THEREFORE, FOR, AND IN CONSIDERATION of the foregoing premises, and of the mutual terms and conditions hereinafter set forth, the parties hereto agree as follows:

A. DUTIES OF THE CONTRACTOR

- I. The **CONTRACTOR** shall perform Standard Preventive Maintenance and Load Testing of Passenger Elevators of the Various Offices and Buildings of the **PRINCIPAL** and in accordance with the Terms of Reference attached hereto. This shall consist of Cleaning of passenger elevator parts, lubricating, adjustment of roller parts, Checking of electronic and electrical components, Conduct of free check up in case of malfunction, Lubricate and adjust all machinery, control parts, doors, locks and accessory equipment including the hoisting and governor ropes, guide rails, guide shoes, switches and electrical wiring. (Frequency: every last Friday of the month for _____ (____) months) and recalibration/load testing applicable to elevators specification limit per unit (One time only). Services will also include supplies, materials and equipment necessary to perform such services;
- II. The Various Offices/Buildings consist of: City Hall Annex Elevator (1 Unit), Museo ng Muntinlupa Elevator (2 units), Plaza Central Elevator (1 unit), Resiliency Building Elevator (1 unit), Alabang Public Market Bldg. A Elevator (2 units), Alabang Public Market Bldg. B Elevator (2 units), Central Storage Elevator (1 unit), PLMUN Elevator (1 unit), CDM Building 1 Elevator (2 units), CDM Building 2 Elevator (2 units), MCTI Putatan (1 unit), Sucat Senior High Bldg. 1 (3 units) and Sucat Senior High Bldg. 2 (3 units).
- III. The **CONTRACTOR**, together with its employees and supervisor, agrees to abide with the performance and security requirements of the **PRINCIPAL** at all times;
- IV. The **CONTRACTOR** is absolutely prohibited to offer, promise, or give money or presents of any value to any official or employee of the **PRINCIPAL** for the purpose of securing this contract;
- V. In addition, the **CONTRACTOR** shall comply with the following **Terms of Reference**:
- a. All staff deployed shall be provided with uniforms and identifications and shall be worn at all times during the tour of duty at the cost of the **CONTRACTOR**.
 - b. The **CONTRACTOR** must be compliant with the existing laws and regulations of the Department of Labor and Employment (DOLE) such as Social Security System (SSS) and Philippine Health Insurance (PhilHealth) Laws.
 - c. The **CONTRACTOR** must submit a Monthly Accomplishment Report for review of the City Engineering Department.



B. LIABILITIES OF THE PARTIES

- I. The **CONTRACTOR** shall hold the **PRINCIPAL** free and harmless from any and all claims, demands, and/or liabilities, whether directly or indirectly, and any demand or loss caused by its personnel in the performance of their duties and functions;
- II. The **CONTRACTOR** shall be responsible for any damage, loss, or injuries caused by their deployed personnel in the **PRINCIPAL**. The

CONTRACTOR shall cause the repair, replacement, or payment for such damage without need for a written demand from the **PRINCIPAL**.

- III. It is expressly understood that the personnel deployed by the **CONTRACTOR** to the **PRINCIPAL** are NOT employees of the **PRINCIPAL**. Hence, the **PRINCIPAL** shall not be liable nor responsible for any injuries or damages sustained or caused by the deployed personnel to the **PRINCIPAL** during lawful performance of their duties.
- IV. The **CONTRACTOR** shall all times stand solely liable and/or responsible for the enforcement and compliance with the Labor Code and its Implementing Rules and Regulations particularly the compliance with labor standards, required working conditions for laborers, and all other labor related issuances such as Workers Compensation Act, Social Security Law, Philippine Health Insurance (PhilHealth) Law.
- V. The **CONTRACTOR** warrants to comply with wage orders of Department of Labor and Employment and all other relevant issuances.

C. CONSIDERATION

The **PRINCIPAL** shall pay the **CONTRACTOR** the amount of **ONE MILLION EIGHT HUNDRED SEVEN THOUSAND THREE HUNDRED TEN Pesos (Php1,807,310.00)**, inclusive of all applicable government taxes, in installment basis. The monthly installment amounts to _____ Pesos (Php _____) inclusive of salaries, wages, and other compensation due to the **CONTRACTOR**'s staff and personnel, as well as cost of materials/ supplies to be used and other overhead expenses. Further, payment shall be in accordance with the Government Accounting Rules and Regulations per month payable in two (2) equal payments on the fifteenth (15th) and end of each calendar month.

All budgetary requirements shall be based on the available funds and existing laws, rules, regulations, and other related issuances.

D. VENUE OF ACTIONS

The parties agree to amicably settle any disputes arising from the contract. However, in the event of court action arising from this agreement the venue of the action shall only be in the Courts of Muntinlupa.

E. CONFIDENTIALITY CLAUSE

Both parties agree to protect and maintain the confidentiality of all information and data subjects in accordance with the existing governing laws. Further, parties agree that the activities covered by this agreement are confidential in nature, such that employees, personnel, agents, and representatives shall not, during this agreement, and in its termination, disclose to or furnish any person or entity or use for its own benefit or cause the publication or disclosure of any confidential information, which has come or may come to its knowledge in the course of the implementation of this agreement, or in the course of their stay within their places of assignment, and as an incident to this agreement.

F. MODIFICATION

All the stipulations of the parties are contained in this agreement. No amendment, revision, or modification shall be effective unless made in writing and mutually agreed by the parties.

G. CONTRACT VALIDITY

- I. Unless terminated for causes brought by the **CONTRACTOR** or by the **PRINCIPAL**, this Contract shall be valid and binding for a period of _____ months, starting _____ 2025 until 31 December 2025.
- II. The **PRINCIPAL** reserves the right to terminate this Contract of Agreement on the following grounds caused by the **CONTRACTOR**:
 - a. Unsatisfactory services;
 - b. Failure to comply with the provisions of this Contract of Agreement;
or
 - c. Failure to comply with the legal requirements provided under existing laws, rules, regulations, and other relevant issuances.

Prior to termination, the **PRINCIPAL** shall submit a written notice to the **CONTRACTOR** within thirty (30) days from knowledge of the above-enumerated grounds.

H. SEPARABILITY CLAUSE

If a provision of this contract is ruled by the proper court as invalid and therefore, of no legal force and effect, such invalidity shall not affect the enforceability of its other valid provisions.

IN WITNESS WHEREOF, the parties, through their duly authorized representative have hereunto set their hands this _____ day of APR 14 2025, 2025.

CITY GOVERNMENT OF MUNTINLUPA

**ROCKSPEED ELEVATOR AND
ESCALATOR CORPORATION**

Represented by:

Represented by:



MAYOR ROZZANO RUFINO B. BIAZON
City Mayor


GILBERT A. ORIBE
General Manager

Signed in the presence of the following witnesses of legal age and discretion:



(Name and Designation)



(Name and Designation)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ~~CITY OF PASIG~~) S.S.

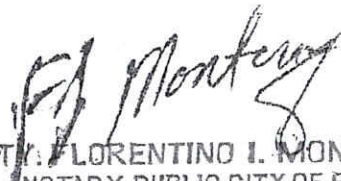
BEFORE ME, a Notary Public for and in the City of CITY OF PASIG this
_____ day of MAR 27 2025, personally appeared before me the following:

Name of the Party	Valid Government ID	Expiration Date of the ID
ROZZANO RUFINO B. BIAZON/City Mayor		
Gilbert A. Oribe/General Manager		

This document of ____ (____) pages including this page upon which this Acknowledgement is written and signed by the parties and their instrumental witness/es in the space provided for their signature on the left hand margin on every page whereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of CITY OF PASIG Philippines on this _____ day of MAR 27 2025 2025.

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Series of 2025


ATTY. FLORENTINO I. MONTEROSO
NOTARY PUBLIC CITY OF PASIG
COMMISSION NO. 2025-484 UNTIL DECEMBER 31, 2025
PTR NO. 0963158/1-2-2025 IBP NO. 191583/1-2-2025
(28) ROLL NO. 67842 MCLE COMPLIANCE V-0000168
PRESTIGE TOWER 16 FLOOR UNIT 1608 EMERALD AVE.
ORTIGAS CENTER PASIG CITY