



Embassy of the Republic of the Philippines
Ambassade de la République des Philippines
Paris

NOTICE OF AWARD

Paris, 13 October 2021

SOLUBAT

4 Clos du Noyer
91720 Maise, France
Email : Despres.damien@outlook.fr

Dear Mr. DESPRES,

The Philippine Embassy informs that the contract for the waterproofing of the flooring of the porch located in the posterior area of the chancery is being awarded to your company, Solubat, in the amount of **ten thousand eight hundred and sixty Euros (€10,860.00)** equivalent to PHP685,537.50 only, inclusive of all taxes, lawful charges and fees.

Thank you.

Very truly yours,

DESPRES
Damien
Solubat



AILEEN S. MENDIOLA-RAU
Chargée d'affaires, a.i.



Embassy of the Republic of the Philippines
Ambassade de la République des Philippines
Paris

NOTICE TO PROCEED

Paris, 13 October 2021

SOLUBAT

4 Clos du Noyer
91720 Maise, France
Email : Despres.damien@outlook.fr

Dear Mr. DESPRES,

The Philippine Embassy informs that you are hereby given this Notice to Proceed in relation to the procurement activity "Waterproofing of the flooring of the porch located in the posterior area of the chancery", in the amount of **ten thousand eight hundred and sixty Euros (€10,860.00)** equivalent to PHP685,537.50 only, inclusive of all taxes, lawful charges and fees.

Thank you.

DESPRES
Damien
SOLUBAT

Very truly yours,

AILEEN S. MENDIOLA-RAU
Chargée d'affaires, a.i.

4 Clos du Noyer
91720 MAISSE
France
Phone : 06 11 04 43 38
11/10/2021
Despres.damien@outlook.fr

To the attention of :
The Philippine Embassy

In date of: 11/10/2021

CONTRACT

The following are the scope of the contract:

Waterproofing of the flooring of the porch located at the posterior area of the chancery as it shows signs of deterioration and needs to be replaced.


Upon completion of the waterproofing works, the Company shall install a protective wooden deck.

The amount of the repair work is **€10,860.00** taxes and charges included.

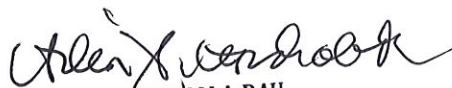
The Company commits to finish repair works within one (1) week and a half after starting works.

The SOLUBAT company commits to carry out repair works at THE PHILIPPINE EMBASSY based on the signed documents:

- **DEV-2020/10-0004**
- **General sales conditions**

DESPRES
Damien
SOLUBAT 

SIGNATURE OF CLIENT


AILEEN S. MENDIOLA-RAU

4 Clos Du Noyer
91720 MAISSE
France
Phone : 06 11 04 43 38
Despres.damien@outlook.fr

PHILIPPINE EMBASSY
4 HAMEAU DE BOULAINVILLIERS
75016 PARIS
France

Quotation n° DEV-2020/10-0004

Date: 11/10/2021

Valid for 2 months

Address for the project: 4 HAMEAU DE BOULAINVILLIERS
75016 PARIS – France

REPLACEMENT ROOF TOP WATERPROOFING

N°	Description	Qty	Unit price before taxes	VAT	Total before taxes
THE SURVEY HEIGHT IS INSUFFICIENT, YOU DO NOT CAN BENEFIT FROM THE TEN-YEAR GUARANTEE					
1	REMOVAL OF PREVIOUS WATERPROOFING SYSTEM <i>Tearing of the insulating complex Waterproofing Tearing of the upstands Removal of EP stump or ventilation</i>	1	910.00 €	20 %	910.00 €
2	VAPOR BARRIER SCREEN <i>Vapor barrier on masonry with welded bituminous screed on a primer after preparation of the support by drying, scraping and careful sweeping of the concrete slab</i>	1	860.00 €	20 %	860.00 €
3	VAPOR BARRIER BRACKET	1	405.00 €	20 %	405.00 €
4	WATERPROOFING <i>Elastomeric bituminous waterproofing, bilayer: 1st layer under self-adhesive side, 2nd layer mineral self-protection finish slate</i>	1	1,850.00 €	20 %	1,850.00 €
5	UPSTAND <i>30 to 40 cm by application in two coats of a single component polyurethane resin liquid waterproofing type Alsan flashing</i>	1	900.00 €	20 %	900.00 €
6	RAINWATER EVACUATION	1	150.00 €	20 %	150.00 €
7	DECK CREATION <i>Wooden deck for waterproofing UV protection</i>	1	2,100.00 €	10 %	2,100.00 €
8	FLATE RATE INTERVENTION <i>Travel expenses of a specialized team, 1supply of equipment and materials on the job, installation of means access and safety</i>	1	350.00 €	20 %	350.00 €
9	REMOVALS AND RETREAT <i>Cleaning, evacuation of rubbles and wastes to the rubbish plant, Removal of safety and site retreat</i>	1	1,700.00 €	20 %	1,700.00 €

				DEV-2020/10-0004	
N°	Description	Qty	Unit price before taxes	VAT	Total before taxes

Total before taxes	9,225.00 €
10% VAT	210.00 €
20% VAT	1,425.00 €
Total tax included	10,860.00 €


Payment by cash, by cheque or by bank transfer

The client

Handwritten note with date:


“Quotation received before carrying out the work.

Valid for agreement.”



AILEEN S. MENDIOLA-RAU

Damien DESPRES



GENERAL TERMS FOR THE SERVICES

Any order for works means that THE PHILIPPINE EMBASSY unconditionally accepts the general terms below and waives its conditions, unless the Parties execute a special written agreement.

Article 1 – VALIDITY AND VARIATION

The Company's offer is valid for 2 months regarding works that are to be done within 3 months from the date of signing the agreement. Any additional order placed after this period of 3 months must be confirmed by the Company and must be covered by a separate agreement.

The Parties shall strictly abide by the agreements concerning the price, design and plans in connection with the project. Any variation shall be implemented only upon prior written consent of THE PHILIPPINE EMBASSY, and the cumulative increase in the price due to said variation shall not exceed 10% of the original contract.

THE PHILIPPINE EMBASSY'S signature on the quotation or order binds it to the contract.

Works are expressly limited to the ones indicated in the offer, quotation or order. Any additional works as well as potential maintenance works will be the subject of a separate contract, which must be agreed upon by the Parties at the time of the signing of the contract at hand.

Article 2 – PROPERTY OF QUOTATIONS AND PLANS

The Company's quotations, drawings, maps, scale models, descriptions and other work documents remain its exclusive property. Sharing them with other companies or third parties is forbidden, and THE PHILIPPINE EMBASSY, if found to have breached this provision, will be is liable of for **damages**. They have to be returned if THE PHILIPPINE EMBASSY does not place an order.

Article 3 – DELIVERY TIMES SCHEDULE

The schedule of delivery given is only an approximation, unless otherwise stated in the quotation submitted. The Company is not liable for any delays in its commitment regarding the delivery schedule in case:

- **When the terms of payment have not been complied with by THE PHILIPPINE EMBASSY,**
- When there are changes in the of works program;
- When the delay is caused by acts of State;
- When there are additional works to be done, upon prior agreement of the Parties;
- When the premises to be renovated are not placed at our disposal on the expected day; or
- On occasions of *force majeure* or events such as: war, strike by employees of the company, or by its supplier, transportation strikes, fire, extreme weather conditions, or stock shortage according to the supplier.

Article 4 – CONDITIONS OF EXECUTION

The Company shall start the work only based on the delivery schedules mentioned by in its offer. Work will commence only when the premises are placed at The Company's disposal.

The Company may also refuse to carry out the work in any of the following cases:

- When previous works on the premises make it structurally impossible to carry out the new works;
- When a defect, which does not conform to the plan, impedes the works to be carried out;
- When there are apparent defects that were not disclosed; or
- When there are health, safety and security issues in the worksite.

Article 5 – APPROVAL AND COMPLAINTS

The Company shall inform THE PHILIPPINE EMBASSY when the work has been completed. THE PHILIPPINE EMBASSY has seven (7) business days within which to accept the work as completed. If The Company does not receive THE PHILIPPINE EMBASSY's written approval within 10 days after the 7-day acceptance period, it shall be construed as having **unconditionally** accepted the works.

Article 6 – PAYMENT

Since The Company's works are entirely carried out upon order, the following are the payment schedules:

- **At the time of order: 15% of the contract price**
- The balance shall be paid after the work has been accepted, without discount, or reduction of payment of any type.

Article 7 – SUSPENSION OF WORKS

In case of non-compliance with the terms of payment, The Company reserves the right to suspend the works for three days after having sent a formal notice to THE PHILIPPINE EMBASSY to remind it to comply with its commitments.

Article 8 – PENALTY CLAUSES

In case THE PHILIPPINE EMBASSY terminates the contract, before The Company commences the work, the deposit paid at the time of order will be kept as compensation. THE PHILIPPINE EMBASSY shall also bear the expenses incurred for the pre-ordered supplies and materials.

In case THE PHILIPPINE EMBASSY terminates the contract while the work is in progress, it shall pay only such percentage of the contract price in proportion to the work accomplished. The Parties shall agree on the said percentage. In addition, THE PHILIPPINE EMBASSY shall pay 15% of the amount of taxes indicated in the order.

Based on the article L441-6 of the Trade Code, some penalties will necessarily apply in the case where the payment is paid after the due date indicated on the invoice.

The rate of these penalties for payment in arrears is equal to 1% per month of delay. The Company shall formally notify THE PHILIPPINE EMBASSY of the delay.

Article 9 – WARRANTY

The Company shall provide a 10-year warranty for its works under this contract, subject to relevant laws and regulations in force in France.

Article 10 – ADDITIONAL CLAUSES

The Parties further agree on the following:

- a. All costs for supervision, labor, materials and equipment in relation to the waterproofing project shall be borne by The Company.
- b. The Company shall assume full responsibility for the project from the time the waterproofing commenced up to final acceptance by THE PHILIPPINE EMBASSY, and shall be held responsible for any damage or destruction thereto, except those occasioned by force majeure. The Company shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the equipment, installation, and the like to be affected by his work.
- c. Nothing in this Contract shall be deemed to constitute a relationship of employer and employee between the Parties. Moreover, the Parties hereby declare that, to the best of their knowledge, none of their officials and/or employees are in any way related to one another – either by consanguinity or by affinity.