



Civil Service Commission Regional Office VI

NOTICE OF AWARD

January 6, 2022

REY LECTA
Service Manager
EMCOR, Inc.
JVR Bldg., Diversion Road
Mandurriao, Iloilo City

Dear **Mr. Lecta**:

We are happy to notify you that the **PROCUREMENT OF QUARTERLY MAINTENANCE OF AIR-CONDITIONING UNITS IN CSC REGIONAL AND FIELD OFFICES FOR CY 2022** is hereby awarded to you as the Bidder with the Lowest Calculated and Responsive Quotation in the amount of **One Hundred Forty Five Thousand Pesos (Php145,000.00)**.

You are therefore required, within one (1) day from receipt of this Notice of Award, to formally enter into contract with us. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

Very truly yours,

NELSON G. SARMIENTO
Director IV

Conforme:

Signature over Printed Name of Bidder/ Representative

FRANK TINA
EMCOR, INC.
Name of Bidder

JAN 21 2022
Date

Bawat Kawani, Lingkod Bayani

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** entered and executed by and between:

CIVIL SERVICE COMMISSION REGIONAL OFFICE VI, a Government Institution, duly organized and existing under the laws of the Republic of the Philippines, with postal address at No. 7, Oñate Street, Mandurriao, Iloilo City, represented in this act by its Regional Director, **NELSON G. SARMIENTO**, duly authorized for the purpose, hereinafter referred to as the "**ENTITY**", for brevity;

-and-

EMCOR, INC., a domestic corporation organized and existing under the laws of the Philippines, duly licensed as a business enterprise with office address at JVR Bldg., Diversion Rd., Mandurriao, Iloilo City, represented in this act by its Service Manager, **REY LECTA**, hereinafter referred to as the "**SERVICE PROVIDER**", for brevity.

WITNESSETH:

WHEREAS, the **ENTITY** needs the services of a qualified **SERVICE PROVIDER** for the quarterly maintenance of Air-conditioning Units for a period of twelve months;

WHEREAS, the **ENTITY** has certified that funds have been duly appropriated for the purpose of this Contract and that the amount necessary to cover the contract for the current fiscal year is available for expenditure;

WHEREAS, a canvass was made for quarterly maintenance of Air-conditioning Units as required by Republic Act No. 9184 and its Implementing Rules and Regulations;

WHEREAS, the **SERVICE PROVIDER** was determined/declared eligible with the Lowest Calculated Responsive Price Quotation of **ONE HUNDRED FORTY FIVE THOUSAND PESOS (PhP 145,000.00)**;

WHEREAS, the **ENTITY** Bids and Awards Committee, after careful evaluation of the offer, recommend the award of the abovementioned services to the **SERVICE PROVIDER**;

WHEREAS, the **SERVICE PROVIDER** is ready and willing to provide the **ENTITY** a quarterly maintenance of Air-conditioning Units in the previously mentioned address shall commence upon signing of contract until December 31, 2022 or until a new contract will be executed per GPPB Resolution No. 23-2007 dated September 28, 2007 "Approving and Adopting the Revised Guidelines on the Extension of Contracts for General Support Services" subject to the agreement of both parties;

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

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** entered and executed by and between:


CIVIL SERVICE COMMISSION REGIONAL OFFICE VI, a Government Institution, duly organized and existing under the laws of the Republic of the Philippines, with postal address at No. 7, Oñate Street, Mandurriao, Iloilo City, represented in this act by its Regional Director, **NELSON G. SARMIENTO**, duly authorized for the purpose, hereinafter referred to as the "**ENTITY**", for brevity;


-and-

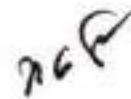
EMCOR, INC., a domestic corporation organized and existing under the laws of the Philippines, duly licensed as a business enterprise with office address at JVR Bldg., Diversion Rd., Mandurriao, Iloilo City, represented in this act by its Service Manager, **REY LECTA**, hereinafter referred to as the "**SERVICE PROVIDER**", for brevity.

WITNESSETH:

WHEREAS, the **ENTITY** needs the services of a qualified **SERVICE PROVIDER** for the quarterly maintenance of Air-conditioning Units for a period of twelve months;


 **WHEREAS**, the **ENTITY** has certified that funds have been duly appropriated for the purpose of this Contract and that the amount necessary to cover the contract for the current fiscal year is available for expenditure;

 **WHEREAS**, a canvass was made for quarterly maintenance of Air-conditioning Units as required by Republic Act No. 9184 and its Implementing Rules and Regulations;

 **WHEREAS**, the **SERVICE PROVIDER** was determined/declared eligible with the Lowest Calculated Responsive Price Quotation of **ONE HUNDRED FORTY FIVE THOUSAND PESOS (PhP 145,000.00)**;

WHEREAS, the **ENTITY** Bids and Awards Committee, after careful evaluation of the offer, recommend the award of the abovementioned services to the **SERVICE PROVIDER**;

WHEREAS, the **SERVICE PROVIDER** is ready and willing to provide the **ENTITY** a quarterly maintenance of Air-conditioning Units in the previously mentioned address shall commence upon signing of contract until December 31, 2022 or until a new contract will be executed per GPPB Resolution No. 23-2007 dated September 28, 2007 "Approving and Adopting the Revised Guidelines on the Extension of Contracts for General Support Services" subject to the agreement of both parties;

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

ARTICLE V
CONSIDERATION

For and inconsideration of the service to be rendered by the **SERVICE PROVIDER** under this Contract, the **ENTITY** hereby agrees to pay the **SERVICE PROVIDER** the actual cost of services rendered, upon signing of contract until **December 31, 2022** or until it is rescinded/extended per GPPB Res. 23-2007 dated September 28, 2007 with the following cost distribution:

SCHEDULE OF REQUIREMENTS For Air-Conditioning Unit Maintenance for CY 2022					
LOCATION	TYPE OF AIR-CONDITIONING UNITS				
	Floor Mounted	Wall Mounted	Ceiling Mounted	Window Type	Mobile ACU (Bosney)
Aklan Field Office				1	
Antique Field Office	2				
Capiz Field Office				1	
Guimaras Field Office	2	2			
Iloilo Field Office	3	1		1	1
Negros Occidental Field Office	3				
CSC Regional Office	7	12	1	9	
No. of ACU	17	15	1	12	1
UNIT PRICE	950.00	850.00	850.00	500.00	500.00
TOTAL UNIT PRICE PER QUARTER	16,150.00	12,750.00	850.00	6,000.00	500.00
TOTAL NUMBER OF AC UNITS				46	
TOTAL CONTRACT COST				PHP 145,000.00	

ARTICLE VI

MANNER OF PAYMENT/BILLING

1. Quarterly payment upon completion of the general cleaning and maintenance base on the schedule to be provided by **ENTITY**;
2. Free labor charge in case of installation and/or replacement of damage parts; and
3. In case of failure to make the full delivery within the specific period herein stated, a penalty of one-tenth ($\frac{1}{10}$) of one (1) percent of every day delay shall be imposed.

ARTICLE VII

OBLIGATIONS OF THE SERVICE PROVIDER

The **SERVICE PROVIDER** shall:

1. Submit Billing/Service invoice on a per quarter basis to **ENTITY**; and
2. Submit Service accomplishment report diagnosis and recommendation on a per quarter basis to **ENTITY**.

ARTICLE VIII

TERMINATION OF THE CONTRACT

This Contract may be terminated due to any of the following grounds:

1. Violation by either party of any of the foregoing terms and conditions, at which instance, the other party may terminate this Contract;
2. The party desiring termination of this Contract shall give at least thirty (30) days prior written notice to the other party. Termination shall be effected immediately after the parties have agreed on the settlement of any obligations one may have with the other. However, in case of violation of any terms and conditions herein set forth, the termination is without prejudice to the liability of either party for damages under this Contract. Provided, that failure on the part of either party to enforce any of the provisions of this contract shall not be considered as a waiver of its right.

ARTICLE IX

VENUE OF COURT CASES

1. All actions and controversies that may arise from this Contract involving but not limited to, demands for specific performance of the obligations as specified in this Contract and enforcement of the terms and conditions as well as the interpretation of any provisions or clause herein stipulated may be brought by either party before the proper court in Iloilo City, the **Parties** hereby expressly waive any other venue;

2. Failure of the **ENTITY** to pay the **SERVICE PROVIDER** for the services rendered for the duration of the contract without valid reason, shall be sufficient cause for the **SERVICE PROVIDER** to terminate its services immediately, provided, the **SERVICE PROVIDER** will give the **ENTITY** thirty (30) days prior notice of the termination. If legal action is instituted to collect payment from the **ENTITY**, and additional ten (10) percent of the unpaid account claimed shall be due and demandable as Attorney's fees by the **SERVICE PROVIDER**.

ARTICLE X

MISCELLANEOUS PROVISIONS

1. The **SERVICE PROVIDER** shall assign an employee who has passed the standards set by the **ENTITY**. For this purpose, the **SERVICE PROVIDER** may recommend the employee to be assigned by them subject to concurrence or approval by the **ENTITY**;
2. **SERVICE PROVIDER** agrees that the name, trademark and/or logo of **ENTITY** shall not be used by **SERVICE PROVIDER** or employee, in any sales or marketing publication or advertisement or in any other manner whatsoever without prior written consent of **ENTITY** in writing;
3. It is expressly understood and agreed that the employee assigned by the **SERVICE PROVIDER** to the **ENTITY** is, for all legal intents and purposes, the employee of the **AGENCY** and not the **ENTITY**, hence the **ENTITY** does not maintain any employee-employer relationship with said employee of the **SERVICE PROVIDER**. However, the **SERVICE PROVIDER** employee assigned to the **ENTITY** shall be subject to the latter's existing office rules, regulations and decorum. Accordingly, the **SERVICE PROVIDER** binds itself to save and hold harmless the **ENTITY** or any of its officials, employee and/or agents from any responsibility caused during the lawful performance of their duties within the premises of the **ENTITY**;

The **SERVICE PROVIDER** shall at all times stand fully and solely liable for the enforcement and/or compliance with all labor and social legislations as well as other pertinent laws and/or decrees and those that may be enacted thereafter;

4. The **SERVICE PROVIDER** shall be liable for all the losses and damages which may be caused through the fault or negligence of the employee assigned to the **ENTITY**, or the property and facilities of the **ENTITY**, provided that the **ENTITY** shall bring to the attention of the **SERVICE PROVIDER** such damages or losses within five (5) days from discovery or such losses or damages;
5. Any stoppage of work caused by the employee of the **SERVICE PROVIDER** for any reason whatsoever except due to fortuitous event or beyond human control, shall be the responsibility of the **SERVICE PROVIDER** and it shall be liable for any damages caused to the **ENTITY** by such work stoppage;
6. Should the **ENTITY** find the **SERVICE PROVIDER's** assigned employee undesirable or with unsatisfactory performance, the **SERVICE PROVIDER** shall, upon written request of the **ENTITY**, immediately replace the employee concerned with one acceptable to the **ENTITY**. Moreover, if said employee perform any act which may be prejudicial to the interest of the **ENTITY** or the said employee be found incompetent or negligent in the performance of his

functions, the **SERVICE PROVIDER** shall immediately replace him at the request of the **ENTITY**;

7. The **ENTITY** shall conduct a monthly performance-based evaluation to monitor the performance of the employee deployed by the **SERVICE PROVIDER** within the premises of the **ENTITY** and decide not only on any and all questions which may arise as to the quality and acceptability of the service rendered, but also on the capability, competence and readiness of the employee to perform their duties;
8. Provided however, that the undue refusal of the **SERVICE PROVIDER** to discharge the employee concerned shall give the **ENTITY** the right either to bar outright said employee from rendering further services or to terminate this Contract;
9. The **SERVICE PROVIDER** employee shall submit himself to bodily search by the **ENTITY** security before entering and going out from the building premises;
10. The **SERVICE PROVIDER** shall not assign or subcontract the services or any portion thereof covered by the Contract without the written approval of the **ENTITY**;
11. The **SERVICE PROVIDER** shall not, during the terms of this Contract disclose to any third party any information as to the state of affairs or business of the **ENTITY** which has come to the knowledge of the **SERVICE PROVIDER** by reason of this Contract;
12. The **SERVICE PROVIDER** employee assigned to the **ENTITY** shall not perform duties that are not normally related to the position for which he is hired, other than those agreed upon between the parties;
13. The **SERVICE PROVIDER** warrants that none of its official or representative has given or promised to give any money or gift to any official or employee of the **ENTITY** to influence the decision regarding the awarding of this Contract, nor did it exert or utilize any unlawful influence to solicit or to secure this Contract through an agreement to pay a commission, brokerage or contingent fee from the contract price. Anybody caught should be held civilly and/or criminally liable under the Anti-Graft Law or other applicable laws; and
14. That in the case of any violations, stipulations and covenants of this Contract by the **SERVICE PROVIDER**, the **ENTITY** shall automatically rescind and/or terminate the same with notice to the **SERVICE PROVIDER**, and the **ENTITY** shall be entitled to the refund of its payment including liquidated damages as herein stipulated in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or negotiate the said services to another **SERVICE PROVIDER**.

IN WITNESS WHEREOF, the parties hereto have affixed their signature at Iloilo City, Philippines this _____.

CIVIL SERVICE COMMISSION
REGIONAL OFFICE NO. 6
(FIRST PARTY)

EMCOR, INC.
Mandurriao, Iloilo City
(SECOND PARTY)

BY:

Handwritten signature of Nelson G. Sarmiento

NELSON G. SARMIENTO

CSC ID. No. 203021

Issued on November 20, 2017

Handwritten signature of Tina Arvelo

ARVELO TINA

Certified Funds Available:

WITNESSES:

Handwritten signature of Leo T. Longno
LEO T. LONGNO

Accountant III

BURS No. _____

Handwritten signature of Andre L. Ladigohon
ANDRE L. LADIGOHON

Chief HR Specialist

Handwritten signature of Susana Mae T. Millarueva

SUSANA MAE T. MILLARUEVA
Administrative Officer IV

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY AND PROVINCE OF ILOILO) S.S.

X-----X

BEFORE me, a Notary Public, for and in the City and Province of Iloilo, personally appeared this JAN 21 2022 in Iloilo, Philippines, **Director IV NELSON G. SARMIENTO** and _____ who have satisfactorily proven to me their identity through their CSC ID No. 203021 issued by Civil Service Commission and _____, respectively, that they are the same persons who executed and voluntarily signed the foregoing **CONTRACT FOR QUARTERLY MAINTENANCE OF AIR-CONDITIONING UNITS** which they acknowledged before me as their free and voluntary act and deed, that they are acting as the representative/attorney-in-fact of **CIVIL SERVICE COMMISSION REGIONAL OFFICE VI and NIG MARKETING CORPORATION**, respectively, and that they have the authority to sign in such capacity.

I further certify that the foregoing instrument relates to a "Contract for Quarterly Maintenance of Air-conditioning Units" and consisting of seven (7) pages including this page where the acknowledgment is written and signed on each and every page hereof by the parties and witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this JAN 21 2022 in the City of Iloilo.

DENNIS D. JUANON

NOTARY PUBLIC

UNTIL JUNE 30, 2022 PER SC EN BANC RESOLUTION

IN B.M. NO. 3795 DATED DECEMBER 1, 2020

NOTARIAL COMMISSION NO. 114

2nd FLR, A.F. LOPEZ BLDG, IZNART ST., ILOILO CITY-500*

IBP NO. 167887 / 11-25-2021/PASIG CITY

PTR NO. 7660603 / 07-03-2022/ILOILO CITY

ROLL NO. 26175-MCLEE NO. VI-00302*

No.: 81

Page No.: 18

Book No.: IV

Series of 2022



Civil Service Commission Regional Office VI

NOTICE TO PROCEED

January 6, 2022

REY LECTA
Service Manager
EMCOR, Inc.
JVR Bldg., Diversion Road
Mandurriao, Iloilo City

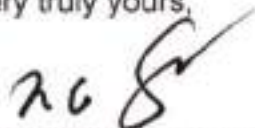
Dear **Mr. Lecta**:

The attached Contract Agreement having been approved, notice is hereby given to **EMCOR, INC.** that work may proceed on the **PROCUREMENT OF QUARTERLY MAINTENANCE OF AIR-CONDITIONING UNITS IN CSC REGIONAL AND FIELD OFFICES FOR CY 2022** effective one (1) day after the receipt of this notice.


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

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the CSC RO VI.

Very truly yours,


NELSON G. SARMIENTO
Director IV

ACKNOWLEDGEMENT and ACCEPTANCE:



Signature over Printed Name of Bidder/ Representative

JAN 21 2022

Date

Bawat Kawani, Lingkod Bayani