

**CONTRACT FORM NO. 2022-03-007**

**SERVICE CONTRACT FOR THE JANITORIAL AND UTILITY MANPOWER SERVICES FOR SEC HEAD OFFICE AND EXTENSION OFFICES FOR A PERIOD OF ONE (1) YEAR**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this \_\_\_ day of March, 2022 at Pasay City, Metro Manila, Philippines by and between:

**SECURITIES AND EXCHANGE COMMISSION**, a government agency created by virtue of Commonwealth Act No. 83, with office address at 3<sup>rd</sup> Floor, PICC Secretariat Building, PICC Complex, Pasay City, represented herein by its Chairperson **EMILIO B. AQUINO**, hereinafter referred to as the "**SEC**";

**-AND-**

**LSERV CORPORATION (LSERV)**, a corporation duly registered and existing under the laws of the Philippines, with principal office address at Units C & D, 21<sup>st</sup> Floor, Petron Mega Plaza, 358 Sen. Gil Puyat Ave., Makati City herein represented by the President, **JOSEPH V. ANGELES**, who is duly authorized to sign this contract as indicated in the Authority of Signatory dated January 4, 2022, a copy of which is hereto attached as Annex "B", hereinafter referred to as "**LSERV**";

**WITNESSETH:**

**WHEREAS**, the SEC Bids and Awards Committee (BAC) conducted a public bidding for the project, **Service Contract for The Janitorial and Utility Manpower Services for Sec Head Office and Extension Offices for A Period of One (1) Year** with an Approved Budget for the Contract of Twenty-Four Million Nine Hundred Thousand Pesos (Php 24,900,000.00), which was posted on December 10, 2021 at PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards continuously for at least seven (7) days;

**WHEREAS**, the Bid of **LSERV** was declared as the Single Calculated and Responsive Bid in the amount of **Twenty-Four Million Four Hundred Twenty-Two Thousand Forty-Nine Pesos and Eight Centavos (Php 24,422,049.08) inclusive of VAT**;

**WHEREAS**, pursuant to Section 37 and 39 of the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184, the Notice of Award was issued to **LSERV** last February 17, 2022;

**WHEREAS**, on February 23, 2022, **LSERV** posted its Performance Security in the form of Surety Bond issued by Mercantile Insurance Co., Inc. in the sum of Seven Million Three Hundred Twenty-Six Thousand Six Hundred Fourteen and 73/100 Pesos (Php7,326,614.73);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the **General and Special Conditions of this Contract**.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:

<u>Annexes</u>	<u>Description of Document</u>	<u>No. of Pages</u>
C	SEC Bidding Document	63
D	Bid Bulletin No.1 dated December 29, 2021	1
E	Bidders Eligibility and Technical Documents	233
F	Bidders Financial Proposal	18
G	BAC Resolution No. 2022-009	2
H	Notice of Award	1
I	Performance Security	4

3. The Contract shall have a term of **one (1) year** commencing on **April 1, 2022 – March 31, 2023**.
4. In consideration of the payments to be made by SEC, LSERV hereby covenants with SEC to the Service Contract for the Janitorial and Utility Manpower Services for SEC Main Office and Extension Offices for a Period of One (1) Year in conformity in all respects with the provisions of this Agreement.

Should extra services beyond regular working hours be needed or required by SEC, its authorized representative/s may request LSERV to perform such services; provided that such extra services shall be within the scope of the existing contract. Payment for extra services actually rendered shall be made in a separate billing, the computation of which shall be on the employee's basic pay.

Further, services rendered in excess of the existing contract such as, but not limited to, extra services, and services rendered due to the exigency of the service, fortuitous events, force majeure, and those made pursuant to the COVID-19 response and recovery intervention policy of SEC maybe charged to the existing contract, provided that the same shall not exceed 10% of the approved contract price.

5. The SEC hereby agrees to pay the LSERV the amount of "**Twenty-Four Million Four Hundred Twenty-Two Thousand Forty-Nine Pesos and Eight Centavos (Php 24,422,049.08) inclusive of VAT**" in consideration of its performance of the services and delivery of goods, under the provisions of this Agreement at the times and in the manner prescribed herein.
6. If before the expiration of this Contract, a successor-service provider shall not have been selected and qualified, the SEC, as its interest may require, may extend the same, on a month-to month basis, for a period not exceeding one year, until such time that a successor-service provider shall have been selected and qualified pursuant to the appropriate procurement process.
7. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the City of Pasay shall be the sole venue and jurisdiction for the filing of such action.
8. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provision hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. In carrying out provisions of this Agreement, there shall be no personal liability on the officials and employees of the SEC, it being understood that in such matters they act as agents and representatives of the SEC. Any right of action by LSERV against any official or employees of the SEC is waived.
10. Any amendment to, or modification of this Agreement will not be effective and binding unless reduced in writing and signed by the authorized representative of the parties.
11. LSERV shall not assign or otherwise transfer its obligation under this Agreement without the prior written consent of the SEC.
12. This Agreement may be terminated by either party upon written notice served on the other party at least thirty (30) days prior to the intended date of termination.

The foregoing notwithstanding, a party may terminate this Agreement, with the immediate effect upon receipt of the notice of termination, on the grounds of:

- a. Breach by the other party of its obligation herein, or
- b. Insolvency

Any termination effected under this provision shall be without prejudice to other remedies available to the party who is not in breach under applicable rules.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

**SECURITIES AND EXCHANGE  
COMMISSION**


**LSERV CORPORATION**

**TIN: 000-190-308-000**

**TIN: 004-983-987-000**

Signing for Commission by:

By:

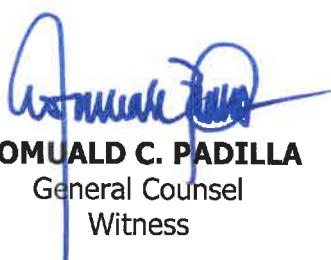
  
**EMILIO B. AQUINO**  
Chairperson  
TIN: 156-149-622

  
**JOSEPH V. ANGELES**  
President  
TIN: 121-427-075

SIGNED IN THE PRESENCE OF:

By:

By:

  
**ROMUALD C. PADILLA**  
General Counsel  
Witness

  
**GENEROSO T. CANLAS, JR.**  
Vice President

Certified Funds Available:

  
\_\_\_\_\_  
**DONDIE Q. ESGUERRA**  
Director, FMD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PASAY CITY ) S. S.

BEFORE ME, a Notary Public for and in the City of PASAY City on this 21 day of March 2022, personally came and appeared the following; and presenting competent evidence of identity, as follows:


<u>Name</u>	<u>Evidence of Identity</u>
<b>EMILIO B. AQUINO</b>	<b>TIN: 156-149-622</b>

all known to me and to me known to be the same persons who executed this Agreement consisting of four (4) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022 \_\_\_\_\_

  
 Atty. Jerry Lou F. Decano  
 Administering Officer  
 SEC, Securities Counsel II  
 Securities and Exchange Commission  
 Republic of the Philippines

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PASAY CITY ) S. S.

Makati City

MAR 31 2022


BEFORE ME, a Notary Public for and in the City of PASAY City on this \_\_\_\_day of \_\_\_\_\_ 2022, personally came and appeared the following; and presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
<b>JOSEPH V. ANGELES</b>	<b>TIN: 121-427-075</b>

all known to me and to me known to be the same persons who executed this Agreement consisting of four (4) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Doc. No. 498  
Page No. 101  
Book No. 01  
Series of 2022

Notary Public  
  
**CECILIA M. TUAZON**  
Commission No. M-009  
Notary Public for Makati City  
until December 31, 2023  
Roll No. 58750  
IBP No. 179800 / 27 January 2022 / Manila IV  
PTR No. 8852115 / 03 January 2022 / Makati City  
MCLE Compliance No. VI-00028347  
21st Floor, Petron Mega Plaza Building,  
358 Sen. Gil J. Puyat Ave., 1200 Makati City

