

CONTRACT NO. 2022- 3-021

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract"), made and entered into this ____ day of April 2022 in Pasay City, Philippines, by and between:

THE SECURITIES AND EXCHANGE COMMISSION, herein referred to as "**SEC**", a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal address at Secretariat Building, PICC Complex, Pasay City, represented herein by Human Resource and Administrative Department Director **FILBERT CATALINO F. FLORES III**, duly authorized to sign the contract per SEC Office Order No. 270, s. of 2019 (Annex "A");

EMR COURIER SERVICES INTERNATIONAL INC., herein referred to as "**EMR**", a corporation duly registered and existing under the laws of the Philippines, with its principal office address at Old Ever Gotesco Mall, Alabang Zapote Road, Pamplona 2, Las Piñas City, herein represented by **MR. MARK M. LAZO**, who is the duly authorized to sign this contract as indicated in the Authority of Signatory March 24, 2022 (Annex "B");

W I T N E S S E T H, that

Whereas, the SEC, through its Bids and Awards Committee (BAC), reposted the Request for Quotation (RFQ) No. 2021-SVP-032 for the **Supply of Services for the Delivery of Chairs to SEC Extension Offices** in the SEC and PhilGEPS websites as well as in the SEC Bulletin Boards continuously for at least three (3) days starting on March 24, 2022;

WHEREAS, the bid of **EMR** was declared as the Lowest Calculated and Responsive Quotation in the amount of **One Hundred Forty-Seven Thousand Pesos (Php147,000.00) inclusive of VAT**;

WHEREAS, pursuant to Section 37 and 39 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184, the Notice of Award was issued to **EMR** on February 23, 2022;

WHEREAS, on April 26, 2022, **EMR** posted its Performance Security in the form of Managers Check issued by Sterling Bank in the sum of **Seven Thousand Three Hundred Fifty Pesos (Php7,350.00)**;

NOW THEREFORE, and in view of the foregoing premises and in consideration of the mutual covenants and stipulations herein set forth, the parties agreed as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - 1.1. Notice of Award;
 - 1.2. BAC Resolution No. 2022-034 dated April 18, 2022;
 - 1.3. Performance Security;
 - 1.4. EMR's offer/bid/quotation, including the Technical and Financial Proposals;
and
 - 1.5. Technical Specifications



2. The Services referred to in this contract shall be delivered to the following SEC Extension Offices within thirty (30) days from the date of pick-up of eighty-nine (89) units of executive chairs (medium back) from the SEC Head Office in Pasay City;

Destination	Qty.	Address
Bacolod Extension Office	9 units	P. Hernaez St. Extension, Brgy. Taculing, Bacolod City
Baguio Extension Office	7 units	3/F Newton Square, Navy Base Road, Baguio City
Cagayan De Oro Extension Office	7 units	SEC Building, 14 th St. cor. Tomasaco Del Lara St., Cagayan De Oro City
Davao Extension Office	15 units	SDC Bldg., Ma-a Road, Brgy. Ma-a, Davao City
Cebu Extension Office	17 units	SEC Bldg., V. Rama Ave., Guadalupe, Cebu City
Legazpi Extension Office	7 units	2 nd Floor RDC Primeland Bldg., 1 Landco Business Park, Brgy. Capantawan, Legazpi City
Iloilo Extension Office	12 units	SEC Bldg., Gen. Hughes St., Iloilo City
Tarlac Extension Office	8 units	2/F Legislative Bldg., Tarlac City
Zamboanga Extension Office	7 units	SEC Bldg., San Jose Panigayan St., Zamboanga City

3. The Performance Security posted by **EMR** within ten (10) calendar days from receipt of the Notice of Award shall be forfeited in the event it is established that **EMR** is in default of any of its obligations under the contract. The performance security shall be in force and effect until issuance by **SEC** of the Certificate of Final Acceptance. For this purpose, **EMR** undertakes to renew its performance security whenever necessary and without need of prior notice of instruction from **SEC**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;
4. The consideration of the Contract Price mentioned herein to be paid by **SEC** to **EMR**, **EMR** hereby covenants, unto **SEC**, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
5. The method and conditions of payment to be made to **EMR** through the Government disbursement procedure within thirty (30) days from submission of documents under this Contract shall be as follows:

- 1.1. **Payments:** Payment shall be made on full delivery of the eight-nine (89) units of chairs or 100% of the total contract price and upon submission of complete delivery documents. These documents shall include among others, Acknowledgement Receipt, Delivery Receipt, and Property Transfer Receipts/Inventory Custodian Slip, whichever is applicable, based on the documents required in government accounting and auditing rules and regulations, subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least **one percent (1%)** of the Contract Price required in Section 62 of RA 9184 and its IRR.

The retention money shall be released only after the issuance of the Certificate of Final Acceptance by the End-User Unit.

- 1.2. In case of losses or damages to the good/s incurred during the contract implementation period due to the negligence of **EMR**, such losses or damages shall either be replaced or paid equal to the amount or current market value whichever is higher and quantity of the lost or damaged good/s subject for replacement within sixty (60) days from receipt of the written report.
6. In case **EMR** encounters circumstance(s) impeding timely delivery of the goods, **EMR** shall promptly notify **SEC** in writing of such circumstance(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such request have become apparent. **EMR** shall provide sufficient proof to support any request for work suspension and/or contract delivery period extension. In accordance with Item 3 hereof, **EMR** shall show proof of the continuing validity or renewal of the validity of its Performance Security, as may be applicable;
7. **EMR** shall be liable for damages and delay in its performance of the Contract and shall pay **SEC** liquidated damages, not by way of penalty, in the amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services scheduled for delivery for every day of delay until such services are finally delivered and accepted by **SEC**. **SEC** shall deduct the liquidated damages from any money due or which may become due to **EMR**, or collect from any of the securities or warranties posted by the **EMR**, whichever is convenient to **SEC**. Once the cumulative amount of liquidated damages reached ten percent (10%) of the amount of this Contract, **SEC** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
8. Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, with the Philippines as the seat of arbitration according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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



**SECURITIES AND EXCHANGE
COMMISSION**

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

By:



FILBERT CATALINO F. FLORES III

HRAD Director

TIN: 154-426-785-000

EMR COURIER SERVICES INT'L INC.

TIN: **008-981-00000**

By:



MARK M. LAZO

Authorized Representative

TIN: 248-872-409-000



SIGNED IN THE PRESENCE OF:

By:



PEDRO ALFONSO DC. REGULTO JR.
Witness

By:



RONA M. CHATO
Witness

CERTIFIED FUNDS AVAILABLE:



DONDIE Q. ESGUERRA
FMD Director ↵

ACKNOWLEDGEMENT

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

28 APR 2022
BEFORE ME, a Notary Public for and in the City of Pasay on this ___ day of _____ 2022, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
FILBERT CATALINO F. FLORES III	TIN: 154-426-785-000

all known to me and to me known to be the same persons who executed this Contract, consisting of six (6) pages, 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,

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Page No. ____
Book No. ____
Series of 2022

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

ACKNOWLEDGEMENT

Republic of the Philippines)
Pasay City **LAS PIÑAS CITY**) S. S.

MAY 02 2022

LAS PIÑAS CITY

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

Name	Evidence of Identity
MARK M. LAZO	_____

all known to me and to me known to be the same persons who executed this Contract, consisting of six (6) pages, 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

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ATTY. JORREY T. SAMPIOR
 Notary Public
 For and in the City of Las Piñas, Metro Manila
 Appt. No. LP-21-019 until December 31, 2022
 IBP No. 137567-1/4/2021/Roll No. 56539
 MCLE NO VI-0022743-4/2/2019
 PTR No. 12263798-1/3/22 Las Piñas City
 254 Alabang Zapote Rd. Pamplona 2, Las Piñas City
 Tel. No. 02-877-6125/0916-546-4886