

CONTRACT NO. 2022-3-021

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract"), made and entered into this JUN 17 day of 2022 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");

- and -

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, herein represented by its sole proprietor **MR. MARK M. LAZO**;

WITNESSETH, that

Whereas, the SEC, through its Bids and Awards Committee (BAC), reposted the Request for Quotation (RFQ) No. 2022-SVP-071 for the **Transportation Services for SEC Head Office** in the SEC and PhilGEPS websites as well as in the SEC Bulletin Boards continuously for at least three (3) days starting on May 18, 2022;

Whereas, on May 24 2022, the deadline for submission and opening of bids, the following submitted their quotations, together with the eligibility and technical documents;

Provider	Quotation (Php)
Cartrex Trucking	882,000.00
EMR Courier Services International Inc.	900,000.00
All Transport Network, Inc.	921,000.00

Whereas, after the issuance of Notice of Award on June 3, 2022, Cartrex Trucking, through a letter dated June 8, 2022, refused to receive the award;

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 the second lowest calculated and responsive bidder, **EMR**, in the amount of **Nine Hundred Thousand Pesos (Php900,000.00) inclusive of all applicable taxes**;

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. 2022-071 dated June 8, 2022;

- 1.3. Performance Security;
- 1.4. EMR' offer/bid/quotation, including the Technical and Financial Proposals; and
- 1.5. Technical Specifications

2. The Services* referred to in this contract shall be the provision of the following:

Description	Specification
Truck	Well-maintained 10-wheeler truck wing van
	20-ton capacity
	Inclusive of sufficient fuel per trip
	Estimated number of trips = 49
	Basic tools and spare tire
Driver	Pertinent documents for assigned function (e.g. Professional Driver's License, Company ID, Vehicle Insurance, etc.)
Helper	Pertinent documents for assigned function (e.g. Professional Driver's License, Company ID, etc.)
Loading and unloading	No limit/No grace period
Commodity	Office furniture, Unserviceable equipment, Documents at offices and warehouse, Modular partitions and the like

*Includes expenses in fuel, driver, helpers, parking fees, toll fees and other applicable fees. No hidden fees.

All necessary clearances/permits, coordination and their corresponding fees shall be borne with the SEC (i.e. Truck Ban Exemption or Travel Clearance between Local Government Units (LGUs) of Manila, Pasay, Makati, and Mandaluyong and all other similar requirements needed for the project.

3. Schedule of Services

All pick-up and drop-off transactions will be done on weekends:

Pick-up Location : SEC Head Office, Secretariat Bldg., PICC Complex Pasay City

Drop-off Location : SEC Headquarters, 7907 Makati Ave., Salcedo Village, Brgy. Bel-Air, Makati City (formerly known as UCPB Building

Or

SEC Building, EDSA Greenhills, Mandaluyong City

First Trip : 10:00 A.M. Estimated Time: 12:00 N.N.
of Arrival

Second Trip : 02:00 P.M. Estimated Time: 04:00 P.M.
(as the need arises) of Arrival

Estimated time of departures and arrivals may vary on actual transfer. Scheduling of trip shall be done 2 to 3 days prior to the actual date of delivery.

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:** Payments shall be made through progress billing under the following schemes:

First billing	-	after tenth (10th) trip
Second billing	-	after twentieth (20th) trip
Final billing	-	remaining trips until completion

Actual trips shall be properly documented with accomplishment reports submitted to HRAD-GSD and certified by the HRAD Director or his duly authorized representative.

Payment shall be made upon submission of complete delivery documents required in government accounting and auditing rules and regulations, subject to the "Warranty" provision in the form of 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 found during the contract implementation period due to the negligence of the **EMR**, such losses or damages shall either be replaced or paid by **EMR** at no additional cost to the **SEC**.

1.3. **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

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. 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

**EMR COURIER SERVICES
INTERNATIONAL INC.**
TIN: 008-981-00000

By:

By:


FILBERT CATALINO F. FLORES III
HRAD Director
TIN: 154-426-785-000


MARK M. LAZO
Authorized Representative
TIN: 248-872-409-000

SIGNED IN THE PRESENCE OF:

By:

By:


PEDRO ALFONSO DC. REGULTO JR.
Witness


REYNART CHAVEZ
Witness

CERTIFIED FUNDS AVAILABLE:


DONDIE Q. ESGUERRA
FMD Director

Funds Available:
ORS No.: 00-206-1601-2002-006-00147
Date: Dec 14, 2002

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay on this 20 day of June 2022, personally came and appeared the following and presenting competent evidence of identity, as follows:

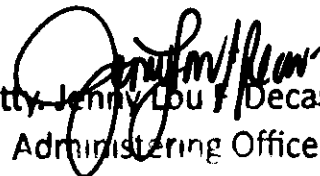
Name	Evidence of Identity
FILBERT CATALINO F. FLORES III	TIN: 154-426-785-000

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,

Notary Public

Doc. No. ____
Page No. ____
Book No. ____
Series of 2022


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 PINAS CITY**, S.

LAS PINAS CITY JUN 27 2022


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

Name	Evidence of Identity
MARK M. LAZO	<u>DL # N03-09-070493</u>

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,

Doc. No. 13
Page No. 4
Book No. LXV
Series of 2022

Notary Public 

NORBERTO R. MALIT JR.
NOTARY PUBLIC
UNTIL JUNE 30, 2022
PTR NO. 12253847J 1-3-22 LPC
IBF NO. 157895 2/13/21 PASIG CITY
ROLL NO. 32571/5-3-83
APPT. NO. LP 19-009
MCLE V 0026410/2-2-18
NAVARELO BLDB. PAMPLONA LPC