

**CONTRACT AGREEMENT**  
**SVP-2022.005**

THIS AGREEMENT made this JUN 27 2022 day of \_\_\_\_\_ 20\_\_\_\_ by and between:

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU (DENR-EMB)** as represented herein by **ENGR. WILLIAM P. CUÑADO**, Director, with address at DENR Compound, Visayas Avenue, Diliman, Quezon City hereinafter called the "**PROCURING ENTITY**".

-AND-

**EMMARS AIRCONDITIONING SERVICES**, (hereinafter called "the **SUPPLIER**"), a corporation duly organized and existing under the laws of the Republic of the Philippines, represented by its General Manager, **MR. SONREY Y. MONTECER** with principal office address at 301 JP Rizal St. Purok 3 Arenda Brgy. Sta. Ana, Taytay, Rizal of the other part'.

**WHEREAS**, the **PROCURING ENTITY** invited Bids for certain goods and ancillary services, viz., **Supply of Labor and Materials for Preventive Maintenance and General Cleaning of Aircondition Units of EMB Central Office and Guest House for Three (3) Quarters of the Year 2022** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Six Hundred Forty-Two Thousand Pesos (PhP642,000.00)** (hereinafter called "**the Contract Price**").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract being referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Quotation Form with Technical Specifications;
  - b. Mayor's/Business Permit;
  - c. PhilGEPS Registration number/Proof of PhilGEPS Registration;
  - d. Tax Clearance or Annual Income Tax Return;
  - e. BAC Resolution Recommending the Award of Contract;
  - f. Post Qualification Evaluation Report;
  - g. The Entity's Notification of Award;
  - h. The Entity's Notice to Proceed;
  - i. Omnibus Sworn Statement – original & notarized; and
  - j. Other documents that may be required by existing laws, rules and regulations and/or the Entity.
3. The **SUPPLIER** shall be fully responsible for the timely delivery of Goods upon acceptance of Notice to Proceed (NTP) at the specified site as stated in the Schedule of Requirement.
4. If the **SUPPLIER** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extension if any, the **PROCURING ENTITY** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the

**Contract No. SVP-2022.005**

amount of contract. Once the maximum reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

5. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
6. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
7. The **SUPPLIER** is hereby ensured that no intentional release of refrigerants will occur.
8. If the **SUPPLIER** has recovered refrigerants, the **SUPPLIER** shall provide unto the **PROCURING ENTITY** such proof of recovered refrigerants labeled with its name and quantity in kilograms.
9. All activities of the **SUPPLIER** relative to the conduct of preventive maintenance and general cleaning of air conditioning units shall be monitored by the **PROCURING ENTITY** thru its Property and General Services Section.
10. The **SUPPLIER** is hereby instructed to provide the services for the *Supply of Labor and Materials for Preventive Maintenance and General Cleaning of Aircondition Units of EMB Central Office and Guest House for Three (3) Quarters of the Year 2022* upon receipt of Notice to Proceed.
11. Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to force majeure. Force majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented or avoided despite the exercise of due diligence.

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

**EMMARS AIRCONDITIONING SERVICES**

**ENVIRONMENTAL MANAGEMENT BUREAU**

By:

  
**MR. SONREY Y. MONTECER**  
General Manager/Owner

By:

  
**ENGR. WILLIAM P. CUÑADO**  
Director

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Republic of the Philippines )  
Quezon City, Metro Manila ) S.S



**Contract No. SVP-2022.005**

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in QUEZON CITY Philippines personally appeared the following:

Name	Proof of Competent Identity	Validity
1. <b>ENGR. WILLIAM P. CUÑADO</b>	<u>EMB ID No. EMB-0001, QC</u>	_____
2. <b>MR. SONREY Y. MONTECER</b>	<u>Drivers license NOI-16-003510</u>	<u>2023-04-21</u>

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own and free voluntary act and deed of the entities of that which each represents.

This instrument consists of three (3) pages including where the acknowledgement is written and the contracting parties and their respective witnesses have signed at the bottom of the last page and on the left hand margin of pages 2 and 3.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signatures and Notarial Seal at \_\_\_\_\_, Philippines on this JUN 21 2022 day of \_\_\_\_\_ 2022.

Doc. No. 193 ;  
 Page No. 40 ;  
 Book No. XIII ;  
 Series of 2022 \_\_\_\_\_ ;

**NOTARY PUBLIC**

**ACTY. MANNY M. CRISASIN**  
 Notary Public  
 Commission No. 2022-0001-01, 2022 Q.C.  
 DPMS REG. NO. 123, QUEZON CITY HALL  
 IHR NO. 123456789-01, QUEZON CITY  
 PTR NO. 2022-0001-01-01, QUEZON CITY  
 ROLL OF ATTORNEY'S NO. 39070  
 MCLE NO. 12345678  
 TIN NO. 202-000-0000