



Republic of the Philippines
NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY
Gen. Tinio St., Cabanatuan City
Telefax No. (044) 463-0226
Website: www.neust.edu.ph

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES

NOTICE OF AWARD

8 August 2018

EXTREME COOL
Ref and Airconditioning
Services and Trading

ATTN: Ms. Eden M. Diamzon
Owner

Dear Ms. Diamzon:

We are pleased to inform you that your Bid, dated 2 August 2018 for the project **AIRCONDITIONING UNITS WITH INSTALLATION** with a contract price equivalent to **ONE MILLION THREE HUNDRED THIRTY THOUSAND ONE HUNDRED SEVENTY ONE PESOS AND FIFTY CENTAVOS ONLY (Php 1,330,171.00) Philippine Currency**, corrected and modified in accordance with the Instruction to Bidders as recommended by the Bids and Awards Committee, a copy of which is hereto attached, is hereby accepted.

You are hereby required to immediately provide from the receipt of this Notice of Award the performance security in the form and the amount stipulated in the Bid Documents. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of your bid security.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one (1) copy and return the other to the Nueva Ecija University of Science and Technology, Cabanatuan City.

Very truly yours,


ENGR. FELICIANO P. JACOBA, Ed. D
University President

I acknowledge receipt of this notice on _____
Name of Bidder: Extreme Cool Ref & Airconditioning Services & Trading
Authorized Signatory: _____



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BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES

NOTICE TO PROCEED

9 August 2018

EXTREME COOL
Ref and Airconditioning
Services and Trading

ATTN: Ms. Eden M. Diamzon
Owner

Dear Ms. Diamzon:

Notice is hereby given to **EXTREME COOL REF AND AIRCONDITIONING SERVICES AND TRADING** that work may commence on the project **AIRCONDITIONING SYSTEM WITH INSTALLATION** with a contract price equivalent to **ONE MILLION THREE HUNDRED THIRTY THOUSAND ONE HUNDRED SEVENTY ONE PESOS AND FIFTY CENTAVOS ONLY (Php 1, 330, 171.00) Philippine Currency**, to be installed among the various buildings of the Nueva Ecija University of Science and Technology.

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 (1) copy and return the other to the Nueva Ecija University of Science and Technology, Cabanatuan City.

Very truly yours,


Engr. Feliciano P. Jacoba
ENGR. FELICIANA P. JACOBA, Ed. D
University President

I acknowledge receipt of this notice on 8-14-18
Name of Bidder: Extreme Cool Ref + Airconditioning Services + Trading
Authorized Signature: *Eden M. Diamzon*

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF SERVICE** is entered into by and between:

The **NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY**, Cabanatuan City, represented by its President, DR. FELICIANA P. JACOBA, of legal age, married, Filipino and with office address at Gen. Tinio St., Cabanatuan City hereinafter referred to as the PARTY OF THE FIRST PART; 

-And-

EXTREME COOL REF AND AIRCONDITIONING SERVICES AND TRADING, a company engaged in the sales and services of refrigeration and air-conditioning equipment, registered under the laws of the Philippines with office address at Mc Arthur Highway, San Vicente, Apalit, Pampanga, represented by its proprietor MS. EDEN M. DIAMZON, also of legal age, Filipino, hereinafter referred to as the PARTY OF THE SECOND PART.

- WITNESSETH -

1. That the PARTY OF THE FIRST PART is in need of the services of the PARTY OF THE SECOND PART which shall undertake the SUPPLY, DELIVERY and INSTALLATION of **VARIOUS AIRCONDITIONING UNITS** more specifically described in the PhilGEPS Invitation to Bid with Reference No. 5477945;
2. That the PARTY OF THE SECOND PART shall provide the PARTY OF THE FIRST PART, **VARIOUS AIRCONDITIONING UNITS** as specified in the PhilGEPS Invitation to Bid posted with Reference No. 5477945;
3. That the PARTY OF THE FIRST PART shall pay the PARTY OF THE SECOND PART the amount of **ONE MILLION THREE HUNDRED THIRTY THOUSAND ONE HUNDRED SEVENTY ONE PESOS AND FIFTY CENTAVOS ONLY (P1, 330, 171.50)**, for the supply, delivery and installation of **VARIOUS AIRCONDITIONING UNITS** as specified above;
4. That the PARTY OF THE SECOND PART shall perform work within **ten (10) working days** from receipt of the Notice to Proceed;



5. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a) The Bid Form and the Price Schedule submitted by the bidder;
 - b) The Schedule of Requirements;
 - c) The Technical Specifications;
 - d) The General Conditions of Contract;
 - e) The Special Conditions of Contract; and
 - f) The Notice of Award.
6. That the PARTY OF THE SECOND PART shall provide a **warranty of one (1) year for parts and service and five (5) years for the compressor except for the floor mounted units which shall one (1) year** from the date of the delivery and installation of the AIRCONDITIONING UNITS;
7. That the PARTY OF THE SECOND PART further covets to provide additional **one (1) year free service** on top of what was mentioned in the immediately preceding paragraph;
8. That the PARTY OF THE FIRST PART shall have the right to withhold payment to the PARTY OF THE FIRST PART and/or to proceed against or collect from the performance security, at the option of the PARTY OF THE FIRST PART to cover the liability of the PARTY OF THE FIRST PART in case of any breach of any of its obligations under this Agreement; provided that this shall be without prejudice to other courses of action that the PARTY OF THE FIRST PART may take against then PARTY OF THE SECOND PART under the circumstances;
9. The PARTY OF THE FIRST PART reserves the right to withdraw the award from the PARTY OF THE SECOND PART should it become apparent after the award that the latter does not possess sufficient technical knowledge, expertise and capacity to comply with its obligations;
10. That the PARTY OF THE SECOND PART guarantees the PARTY OF THE FIRST PART the exclusive right to refund any payment made by the latter to the former in the event that the specifications required by the PARTY OF THE FIRST PART and agreed upon by both parties are not complied with;
11. That all actions arising from breach or violation of any of the provisions of this contract shall be filed solely and exclusively in the proper court of the City of Cabanatuan and to the exclusion of all others.

Handwritten signature

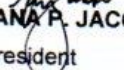
IN WITNESS WHEREOF, we have hereto and hereunto set our hands this 8th day of August 2018, in the City of Cabanatuan.

**NUEVA ECIJA UNIVERSITY OF
SCIENCE AND TECHNOLOGY**
Cabanatuan City

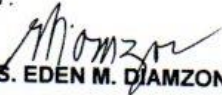
**EXTREME COOL REF AND
AIRCONDITIONING SERVICES AND
TRADING**

Mc Arthur Highway, San Vicente, Apalit
Pampanga


BY:


DR. FELICIANO P. JACOBA
University President
NEUST ID No. _____

BY:


MS. EDEN M. DIAMZON
Proprietor
SSS ID NO. 02-1176943-1

SIGNED IN THE PRESENCE OF:

 _____

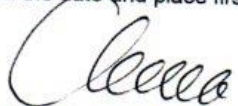
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CABANATUAN)
x-----x

BEFORE ME, a Notary Public for and in the City of Cabanatuan, personally appeared the above-named parties, with their Identification Numbers indicated below their names, are known to me and known to be the same persons who executed the foregoing instrument consisting of three (3) pages including the page where this acknowledgment is written and acknowledged to me that the same is of their own free will and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 425
Page No. 85
Book No. V
Series of 2018


ATTY. RUBEN M. ILAGAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
PTR No. CBN-11406211-03-18
IBP No. 1065099/01-05-18
CABANATUAN CITY
SCROLL No. 7865/01-21-1951