

Republic of the Philippines UEVA 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

October 19, 2016

JBDC OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENT CONSULTANCY

Unit Q, Facilities Center 548 Shaw Boulevard Mandaluyong City

> ATTN: Ms. JOY T. GARCIA Authorized Representative

Dear Ms. Garcia:

We are pleased to inform you that your Bid, dated October 13, 2016 for the procurement of CONSULTANCY SERVICES: 2015 QUALITY MANAGEMENT SYSTEMS FOR ALL NEUST CAMPUSES with a contract price equivalent to THREE HUNDRED FIFTY THOUSAND PESOS ONLY (Php 350, 000.00) as 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 provide within ten (10) days 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. FELICIANA P. JACOBA, Ed. D. SUC President III

I acknowledge receipt of this	notice on	nonember 3.	2016
Name of Bidder: JDY T.	GARCIA		POIG
Authorized Signature:	in		
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Gen. Tinio St., Cabanatuan City Telefax No. (044) 463-0226 Website: www.neust.edu.ph

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES

NOTICE TO PROCEED

October 20, 2016

JBDC OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENT CONSULTANCY

Unit Q, Facilities Center 548 Shaw Boulevard Mandaluyong City

> ATTN: Ms. JOY T. GARCIA Authorized Representative

Dear Ms. Garcia:

Notice is hereby given JBDC OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENT CONSULTANCY that work may commence on the procurement and delivery of CONSULTANCY SERVICES: 2015 QUALITY MANAGEMENT SYSTEMS FOR ALL NEUST CAMPUSES for the contract price equivalent to THREE HUNDRED FIFTY THOUSAND PESOS ONLY (Php 350, 000.00), in the General Tinio Campus 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. FELICIANA P. JACOBA, Ed. D. SUC President III

I acknowledge receipt of this notice on _	October 20, 2016
Name of Bidder:	200, 2010
Authorized Signature:	

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, ENGR. FELICIANA P. JACOBA of legal age, married, Filipino and a resident of General Tinio St., Cabanatuan City hereinafter referred to as the PARTY OF THE FIRST PART;

-And-

JBDC OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENT CONSULTANCY, a company engaged in the supply and delivery of professional services in the area of Project Management, ISO Certification, Inspection and Testing of Lifting Equipment, and HSSEQ Competency Trainings, represented by its Attorney-in-Fact, JOY T. GARCIA, also of legal age, Filipino, and a resident of Masalasa, Victoria, Tarlac, hereinafter referred to as the PARTY OF THE SECOND PART.

WITNESSETH

- 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 and delivery of the
 project CONSULTANCY SERVICES: 2015 QUALITY MANAGEMENT
 SYSTEMS FOR ALL NEUST CAMPUSES;
- That the PARTY OF THE SECOND PART shall provide the PARTY OF THE FIRST PART, CONSULTANCY SERVICES: 2015 QUALITY MANAGEMENT SYSTEMS FOR ALL NEUST CAMPUSES;



- That the PARTY OF THE FIRST PART shall pay the PARTY OF THE SECOND PART the amount of THREE HUNDRED FIFTY THOUSAND PESOS ONLY (Php 350, 000.00), for the supply and delivery of the project CONSULTANCY SERVICES: 2015 QUALITY MANAGEMENT SYSTEMS FOR ALL NEUST CAMPUSES;
- That the PARTY OF THE SECOND PART shall perform work within a period of thirty five (35) calendar days from the time of the receipt of the Notice to Proceed, as indicated in the Invitation to Bid;
- 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 Technical Specifications;
 - c) The General and Special Conditions of the Contract;
 - d) The Notice of Award; and
 - e) The Notice to Proceed.
- That the PROJECT PROPOSAL containing the TERMS OF REFERENCE of the CONSULTANCY SERVICES: 2015 QUALITY MANAGEMENT SYSTEMS (attached herewith) shall form part of this Contract;
- 7. That the PARTY OF THE FIRST PART shall have the right to withhold payment to the PARTY OF THE SECOND PART and/or to proceed against/collect from the Performance Security, at the option of the PARTY OF THE FIRST PART, to cover the liability of the PARTY OF THE SECOND PART; Provided that this shall be without prejudice to other courses of action that the PARTY OF THE FIRST PART may take against the PARTY OF THE SECOND PART under the circumstances;
- 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;



- 9. 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;
- 10. 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.

IN WITNESS WHEREOF, we have hereto and hereunto set our hands this 18th day of October 2016, in the City of Cabanatuan.

NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY Cabanatuan City JBDC OHSEC Safety Consultancies Unit Q, Facilities Center 548 Shaw Boulevard Mandaluyong City

BY:

BY:

ENGR. FELICIANA P. JACOBA, Ed. D SUC President III NEUST ID No. 166 /

EUST ID No. 166 / PKC 10 1 0039474 MS. JOY T. GARCIA
Attorney-In-Fact
ID NO. PRN 97/602 7955

SIGNED IN THE PRESENCE OF:

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPI	NES)
Province of Nueva Ecija)
CITY OF CABANATUAN) 5
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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 four (4) pages including this page 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.

Page No. 32
Book No. YIII
Series of 2016.

MARRACK
Motors for the Marrack
Until December 31, 200
218 - Collection St. Analdman Cate
Tel. No. 1948 - Office to 12/28/15
City at t. 1988 - Office to 12/28/15
Remotor Adams (17/28/15)
Remotor Adams (17/28/15)
Remotor Adams (17/28/15)