


2020-02-0138  
18 Feb 2020

 <p>Republic of the Philippines <b>DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT</b> <b>BUREAU OF FIRE PROTECTION</b> Agham Road, Brgy Bagong Pag-asa, Quezon City Telefax Number: (02) 426-9537 Email: bfpnhq_dl_smd@yahoo.com</p>	Work Order No.
	<b>LWO-20-01-004</b>
	Date Issued:
	<b>FEB 06 2020</b>

<b>TO: THERMOZONE PHILIPPINES CORP.</b> Add: 2280 Marconi St., Brgy San Isidro, Makati City Tel/Fax 8870803 Tin No 223-661-818-000	Mode of Procurement  <p style="text-align: center;"><b>Public Bidding</b></p>
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Completion time from the date this Work Order is received by the CONTRACTOR: THERMOZONE PHILIPPINES CORP. Place of Delivery: BFP National Headquarters	Delivery Terms:  <p style="text-align: center;"><b>Every 1st month of the quarter for a period of 1 month</b></p>
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ITEM NO.	UNIT	QUANTITY	SCOPE OF WORK/WORK TO BE DONE	UNIT PRICE	TOTAL COST
	units	203	<b>Quarterly Preventive Maintenance of 203 Air-Conditioning Units</b>  <b>Scope of Work:</b> 1. General Cleaning of all airconditioning units. 2. Check-up of electrical control wiring and mechanical parts of all airconditioning units 3. Check and refill the refrigerant charge of the system if there is enough freon charge 4. If there is unusual or cause by loose screws or bolts; lock and tighten 5. Remove any debris or garbage that block the circulation of air from the condenser 6. Clean all filters for every unit 7. Labor in attending field trouble calls 8. Labor for repairs undertaken in the fields 9. Labor and for the pull-out, delivery and re-indtallation of the repaired parts when repair is done in the shop 10. Clean the surrounding or area where the condenser is located if it is messy.  Labor and Technical Expertise Services for Preventive Maintenance of 203 Units for One (1) year	7,003.86	1,421,783.58
<b>GRAND TOTAL LABOR AND MATERIALS</b>					<b>Php1,421,783.58</b>

Received Work Order and held myself binding to the terms and condition specified herein.

Approved:

  
**JOSE SEGUNDO EMBANG JR**  
**DIRECTOR (DSC)**  
**Chief, BFP**  
 \_\_\_\_\_  
 Authorized Official

Conforme:   
**ALLAN G. ZAPANTA**  
 \_\_\_\_\_  
 (Signature over printed name)  
  
**FEBRUARY 6, 2020**  
 \_\_\_\_\_  
 (Date)

Requisitioning Office/Dept.   <b>CSUPT DOMINGO V. TAMBALO, DSC</b> Chief Directorial Staff Authorized Official	Funds Available:   <b>CINSP JIMALYN T. TOLLEDO</b> Chief Accounting Services, BFP - NHQ CHIEF ACCOUNTANT	Amount: _____  OBR No. _____
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**CONTRACT OF AGREEMENT**  
**QUARTERLY PREVENTIVE MAINTENANCE OF 203 AIR-CONDITIONING UNITS**

**KNOW ALL MEN BY THESE PRESENTS:**

That this **CONTRACT OF AGREEMENT** made and entered into by and between;

The **BUREAU OF FIRE PROTECTION**, a government agency created by virtue of DILG Act of 1990 with office address at BFP National Headquarters Building, Brgy. Bagong Pag-asa, Agham Road, Quezon City represented herein by its **Chief BFP, DIRECTOR JOSE SEGUNDO EMBANG JR, DSC**, who is authorized to represent and bind said office in this Contract, hereinafter referred to as the **FIRST PARTY**.

and

**THERMOZONE PHILIPPINES INC.**, a corporation duly organized under the laws of the Philippines with principal business address at 2280 Marconi St., Brgy. San Isidro, Makati City, represented by **MR. ALLAN G. ZAPANTA**, to act for and in behalf of the corporation, hereinafter referred to as the **SECOND PARTY**.

**WITNESSETH THAT:**

**WHEREAS**, the BFP-BAC advertised the Invitation to Bid for the Quarterly Preventive Maintenance of 203 Air Conditioning Units with an approved budget for the contract (ABC) in the amount of **Two Million Thirty Thousand Pesos (Php2,030,000.00)** through posting at PhilGEPS, BFP Website and other conspicuous place within the premises of the Bureau of Fire Protection, National Headquarters;

**WHEREAS**, the public bidding for the Quarterly Preventive Maintenance of 203 Air Conditioning Units was conducted on December 2, 2019;

**WHEREAS**, after careful evaluation of the offer and post qualification on the above-mentioned PROJECT, the **SECOND PARTY** has been found to be **RESPONSIVE** and was declared as Single Calculated Responsive Bidder (SCRB).

**WHEREAS**, the **FIRST PARTY** approved BFP Bids and Awards Committee (BAC) Resolution Nos. 2019-PBM-027 and 2020-PBM-027A, recommending the award for the Quarterly Preventive Maintenance of 203 Air Conditioning Units through public bidding to the **SECOND PARTY**;

**WHEREAS**, the **SECOND PARTY** is willing to supply, deliver and comply with the requirements of the **FIRST PARTY**;

**NOW THEREFORE**, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

**ARTICLE I – SCOPE OF CONTRACT**

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **FIRST PARTY** and the **SECOND PARTY**;

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2. The Technical Specifications, Conditions of the Contract, Work Orders, Supplemental/Bid Bulletin and Bid Documents shall be made as integral part of this contract, hereto attached;

#### **ARTICLE I – SCOPE OF CONTRACT**

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **FIRST PARTY** and the **SECOND PARTY**;

2. The submitted documents, purchase request and request for quotation form shall be made as integral part of this contract, hereto attached (subject to the provision of this contract, particularly, the agreed amount/price of the contract);

#### **ARTICLE II – CONTRACT PRICE**

1. As a consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SECOND PARTY** under this contract the **FIRST PARTY** shall pay to the **SECOND PARTY** the total contract price of **One Million Four Hundred Twenty One Thousand Seven Hundred Eighty Three and 58/100 Pesos (Php1,421,783.58)** for the Quarterly Preventive Maintenance of 203 Air Conditioning Units covering four (4) quarters of CY 2020; and

2. All fees, taxes and other similar charges, imposed by the Philippine Government on the Quarterly Preventive Maintenance of 203 Air Conditioning Units shall be on the account of the **SECOND PARTY**;

#### **ARTICLE III – OBLIGATION OF THE PARTIES**

1. The **SECOND PARTY** shall deliver the goods and services relative to the Quarterly Preventive Maintenance of 203 Air Conditioning Units commencing every 1st month of the quarter for a period of one (1) month upon receipt of Notice to Proceed for one (1) year at BFP National Headquarters Building, Brgy. Bagong Pag-asa, Agham Road, Quezon City, Philippines;

2. The **FIRST PARTY** shall pay the **SECOND PARTY** progressively only after the performance of the latter's obligation and after submission of the quarterly billing statement supported by final report, pictures and other documentary requirements on the Quarterly Preventive Maintenance of 203 Air-Conditioning Units;

#### **ARTICLE IV –FORCE MAJEURE**

1. The **SECOND PARTY** shall not be in default under this contract for any delay in the **PROJECT** caused by force majeure or fortuitous event, provided that the **SECOND PARTY** informs the **FIRST PARTY** in writing of such delay within ten (10) days after the occurrence of the cause of delay. Upon receipt of such notice of delay, the **FIRST PARTY** shall promptly ascertain the facts and the extent of the delay. The **FIRST PARTY'S** decision shall be binding upon the **SECOND PARTY**;

2. No extension of time shall be granted to the **SECOND PARTY** if notice of delay is made after the expiration of the 10 day period provided in the preceding paragraph;

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**ARTICLE V- PERFORMANCE BOND**

The SECOND PARTY shall, prior signing of this Contract, procure and furnish the FIRST PARTY the PERFORMANCE BOND equivalent to thirty (30%), if surety bond callable upon demand, or five percent (5%) if cash or cashier/manager's check, bank draft/guarantee or irrevocable letter of credit of the total contract price or any combination of the foregoing proportionate to share of form with respect to the total amount of security. The PERFORMANCE BOND shall be posted in favor of the FIRST PARTY, and shall be forfeited in favor of the latter in the event it is established that the SECOND PARTY is in default in any of its obligations under the contract. The PERFORMANCE BOND may be levied by the FIRST PARTY without recourse to any judicial action whatsoever. The PERFORMANCE BOND shall be released by the FIRST PARTY to the SECOND PARTY after the completion and final acceptance of the PROJECT;

**ARTICLE VI – PENALTY CLAUSE**

In case the SECOND PARTY fails to effect the PROJECT in accordance with Article III hereof without any fault on the part of the FIRST PARTY an amount equivalent to one tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the SECOND PARTY or levied upon the performance bond;

**ARTICLE VII - ARBITRATION**

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto, shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

**ARTICLE VIII - EFFECTIVITY**


This Contract shall become fully effective and binding on the date this Contract is signed by both parties.

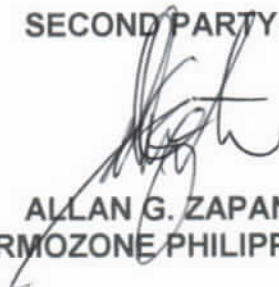
IN WITNESS WHEREOF, the Parties hereby affix their signatures on this \_\_\_\_\_ at Quezon City, Philippines.

06 FEB 2020

FIRST PARTY:

SECOND PARTY:

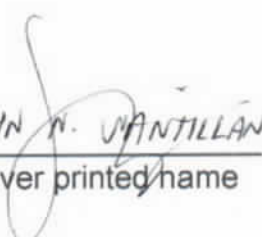
  
JOSE SEGUNDO EMBANG JR  
DIRECTOR (DSC)  
Chief, BFP

  
ALLAN G. ZAPANTA  
THERMOZONE PHILIPPINES INC.

Signed in the presence of:

  
CINSP JIMALYN T. TOLLEDO  
CHIEF ACCOUNTANT  
Accounting Service BFP-NHQ

Signature over printed name

  
JARAMILLA N. MANTILLAN  
Signature over printed name

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) ss.  
X-----X

BEFORE ME this 06 FEB 2020 QUEZON CITY personally appeared the following contracting parties namely:

**JOSE SEGUNDO EMBANG, JR**

**BFP ID NO E85007**

**Expiry Date: Sept 1, 2023**

**ALLAN G. ZAPANTA**

**Drivers License No. N01-85-025757**

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract, consists of four (4) pages including this page, is signed by the parties and their witnesses on each and every page thereof. This refers to the Quarterly Preventive Maintenance of 203 Air Conditioning Units by **THERMOZONE PHILIPPINES INC.** to the Bureau of Fire Protection.

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

Book No. 31  
Page No. 8  
Doc No. 732  
Series of 2020

**ALFONSO B. PAJUNLA**  
NOTARY PUBLIC  
**NOTARY PUBLIC**, 2020  
4-C MAGALANG ST. DILIMAN/Q.C.  
TEL. 921-90-15  
ADM. MATTER NO. NP-015 (2019-2020)  
ROLL NO. 23079  
IBP NO. 2806987 / 1-3-20 / Q.C.  
PTR NO. 9297411 / 1-3-20 / Q.C.  
MCLE V-000880/9-10-2013  
PLACE OF COMMISSION