

CONTRACT OF AGREEMENT
PROPOSED REPAIR / IMPROVEMENT OF LOUNGE AREA AT THIRD
FLOOR BFP-ANNEX BUILDING

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 LOUIE S PURACAN, CEO VI**, who is authorized to represent and bind said office in this Contract, hereinafter referred to as the **FIRST PARTY**.

and

JBM ENGINEERS AND SUPPLY a business entity with principal business address at Brgy Airport Village, Catarman, Northern Samar represented by **MR. JERALD B. MAGALANG** to act for and in behalf of the company, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH THAT:

WHEREAS, a Request for Quotation (RFQ) for the Proposed Repair / Improvement of Lounge Area at Third Floor BFP-Annex Building in the amount of **Seven Hundred Forty Seven Thousand Seven Hundred Ninety Eight Pesos and 81/100 Pesos (Php747,798.81)** was published at PhilGEPS website, Bureau of Fire Protection (BFP) website and other conspicuous place within the BFP premises;

WHEREAS, the **SECOND PARTY** is willing to deliver the required services as stated in its quotation form amounting to **Seven Hundred Forty Seven Thousand Seven Hundred Ninety Seven Pesos (Php 747,797.00)** and comply with the requirements of the **FIRST PARTY**;

WHEREAS, the **FIRST PARTY** approved Small Value Procurement Committee Resolution No 2021-SVP-055A dated 15th day of September 2021, recommending the award for the Proposed Repair / Improvement of Lounge Area at Third Floor BFP-Annex Building under Negotiated Small Value Procurement to the **SECOND PARTY**;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed to the following terms and conditions:

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;

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 in the amount of **Seven Hundred Forty Seven Thousand Seven Hundred Ninety Seven Pesos (Php747,797.00)** for the Proposed Repair/Improvement of Lounge Area at Third Floor BFP-Annex Building; and

2. All fees, taxes and other similar charges, imposed by the Philippine Government shall be on the account of the **SECOND PARTY**;

ARTICLE III – OBLIGATION OF THE PARTIES

1. The **SECOND PARTY** shall deliver the required services relative to the Proposed Repair / Improvement of Lounge Area at Third Floor BFP-Annex Building within thirty (30) calendar days project duration and will commence within seven (7) calendar days upon receipt of Notice to Proceed (NTP) at Third Floor, BFP NHQ Annex Building, Agham Road, Barangay Bagong Pag-asa, Quezon City;

2. The **FIRST PARTY** shall pay the **SECOND PARTY** the entire amount of the contract price only after full performance of the latter's obligation and after submission of the billing statement supported by other documentary requirements in connection with the project;

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 cause of occurrence of the 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 delivery as provided under this Contract;

ARTICLE V - PENALTY CLAUSE

1. In case the **SECOND PARTY** fails to effect the Project 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 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 VI – WARRANTY

1. The **SECOND PARTY** hereby guarantees project in favor of the **FIRST PARTY** against defaults or defects, and shall have a warranty for a period of three (3) months from the date of acceptance;

ARTICLE VII - ARBITRATION

1. Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between 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

1. 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.

OCT 05 2021

FIRST PARTY:

SECOND PARTY:

LOUIE S PURACAN, CEO VI
FIRE DIRECTOR (DSC)
Chief, BFP

JERALD B MAGALANG
JBM ENGINEERS AND SUPPLY

Signed in the presence of:

GINA H GONZALES, CPA

Chief, Accountant
Accounting Division, BFP NHQ

Signature over printed name

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) ss.

x-----x

OCT 05 2021

BEFORE ME this _____ personally appeared the following contracting parties namely:

DIRECTOR LOUIE SURALTA PURACAN BFP ID NO P90017 Expiry Date Jan 22, 2024
JERALD B MAGALANG PRC ID NO 81429

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 three (3) pages including this page, is signed by the parties and their witnesses on each and every page thereof. This refers to Proposed Repair / Improvement of Lounge Area at Third Floor BFP-Annex Building by **JBM ENGINEERS AND SUPPLY** to Bureau of Fire Protection, National Headquarters.

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

NOTARY PUBLIC

ATTY. ELISEO S. CALMA, JR.
Notary Public Quezon City
Until December 31, 2021
PTR NO. 0694702/01-04-2021/QC
RP NO. 0952807/QUEL NO. 50183
MCLE COM. NO. VI-0012817
ADM MATTER NO. NP-067


Doc. No. _____ 256
Page No. _____ 52
Book No. _____ XX
Series of 2021 _____

21-10921

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2021-10-0945

OCT 08, 2021

 <p>Republic of the Philippines DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT BUREAU OF FIRE PROTECTION - NATIONAL HEADQUARTERS Agham Road, Brgy Bagong Pag-asa, Quezon City Telefax Number: (02) 426-9537 Email: bfpnhq_dl_smd@yahoo.com</p>	Work Order No.
	LWO-21-09-047
	Date Issued:

TO: JBM ENGINEERS AND SUPPLY Add: Brgy Airport Village, Catarman, Northern Samar Tel/Fax 09209677967 Tin No 907-791-002	Mode of Procurement <p style="text-align: center;">NP-SVP</p>
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Completion time from the date this Work Order is received by the CONTRACTOR: JBM ENGINEERS AND SUPPLY Place of Delivery BFP-NHQ Annex Building, Agham Rd., Brgy. Bagong Pag-asa, Quezon City	Delivery Terms: Start of project: Within seven (7) calendar days upon receipt of Notice to Proceed (NTP) Project Duration: Thirty (30) calendar days
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ITEM NO.	UNIT	QUANTITY	SCOPE OF WORK/WORK TO BE DONE	UNIT PRICE	TOTAL COST
			PROPOSED REPAIR/IMPROVEMENT OF LOUNGE AREA AT THIRD FLOOR BFP-ANNEX BUILDING		
1	LOT	1	CARPENTRY WORKS	103,204.00	103,204.00
2	LOT	1	FIXTURES, FURNITURES, AND OTHER APPLIANCES	531,554.00	531,554.00
3	LOT	1	PAINTING/REPAINTING WORKS	53,039.00	53,039.00
4	LOT	1	ELECTRICAL WORKS/LIGHTING FIXTURES	50,000.00	50,000.00
5	LOT	1	DEMOLITION/CHIPPING	10,000.00	10,000.00
			-X-X-X-X-X-X-nothing follows-X-X-X-X-X-X-		

GRAND TOTAL LABOR AND MATERIALS	Php747,797.00
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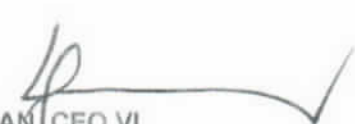
Received Work Order and held myself binding to the terms and condition specified herein.

Approved:

Conforme:

Engt. Gerardo B. Magalang
 (Signature over printed name)

05 Oct 2021
 (Date)



LOUIE S PURACAN, CEO VI
FIRE DIRECTOR (DSC)
 Chief, BFP
 Authorized Official

Requisitioning Office/Dept. <p style="text-align: center;">SSUPT VONRAD FERNANDO B DOBLUIS Acting Director for Logistics Authorized Official</p>	Funds Available: <p style="text-align: center;"></p> <p style="text-align: center;">GINA H GONZALES Chief Accounting Services, BFP-NHQ CHIEF ACCOUNTANT</p>	Amount _____ OBR No. _____
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