

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this ____ day of _____ 2024 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC - Executive Director, JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

TOP PREMIERE ENTERPRISE, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 1918 Piy Margal St., Sampaloc, Manila, represented in this Act by its **Authorized Representative, JONATHAN C. GANITANO**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the PCAF requested the procurement of one (1) lot cleaning services for air conditioning units (January 2, 2024 to June 30, 2024) through PR No. 24-01-019 and was posted in the PhilGEPS for bidding from January 18 to January 25, 2024;

WHEREAS, the SUPPLIER is engaged in cleaning services for air conditioning units and had submitted its quotation;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Lowest Calculated and Responsive Bid; thus, the BAC recommended to the HOPE to award the abovementioned service via small value procurement to the **SUPPLIER**;

WHEREAS, PCAF issued the Notice of Award to the **SUPPLIER** on February 15, 2024;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to these following terms and conditions:

A. OBLIGATIONS OF PCAF

1. Allocate and disburse funds in the total amount of **SEVENTY THOUSAND TWO HUNDRED PESOS (Php 70,200.00)** to **TOP PREMIERE ENTERPRISE** for the procurement of one (1) lot cleaning services for air conditioning units (January 2, 2024 to June 30, 2024); and
2. Pay the **SUPPLIER** after completion of the deliverables and receipt of the billing statement.

PCAF-Contract-2024-____

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required one (1) lot cleaning services for air conditioning units (January 2, 2024 to June 30, 2024) for the total amount of **SEVENTY THOUSAND TWO HUNDRED PESOS (Php 70,200.00), VAT inclusive**, as follows:

| Item No. | Type of Aircon | Location | Quantity | Frequency |
|--------------|-----------------|---|----------|-----------|
| 1 | Window Type | Apacible Hall (Schedule of Cleaning: February and May) | 27 | 2x |
| 2 | Ceiling Mounted | Apacible Hall (Schedule of Cleaning: February and May) | 10 | 2x |
| 3 | Wall Mounted | a. DA-NAFC Annex Building (Schedule of Cleaning: February and May) | 16 | 2x |
| | | b. Apacible Hall (Schedule of Cleaning: February and May) | 13 | 2x |
| 4 | Floor Mounted | Office of the Executive Director (Schedule of Cleaning: February and May) | 2 | 2x |
| TOTAL | | | 68 | |

- a. Cleaning of FCU air filters/face covers;
- b. Check-up refrigerant charge and inspect for possible leakage;
- c. Inspection and checking of electrical components/controls;
- d. Ampere and voltage reading;
- e. Pressure washing of FCU/ACCU coils/fins;
- f. Test run and observe units; and
- g. Prepare a service report with remarks and recommendations.

2. The general cleaning services shall be conducted based on the schedule to be provided by the AFMD-General Services Section;
3. Bill the **PCAF** for the general cleaning services and provide the necessary payment details; and

| | |
|---------------------|--|
| Name of Bank/Branch | |
| Bank Account Name | |
| Bank Account Number | |

4. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

C. WARRANTY SECURITY

As provided under Section 62.1 of the 2016 revised IRR of RA 9184, the winning bidder is required to post a warranty security for a minimum period of three (3) months, in case of Expendable Supplies, or a minimum period of one (1) year, in case of Non-Expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

The obligation for the warranty shall be covered by retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the total contract price. The said amount shall be released after the lapse of the warranty period, or, in the case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

D. LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of RA 9184, the winning bidder shall pay liquidated damages in case of breach of contract. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

E. GENERAL PROVISIONS

The parties shall mutually agree to perform, fulfill, and abide with all the provisions and requirements and on all matters contained or could be reasonably inferred from the Contract.

F. AMENDMENTS


All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____ 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF

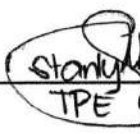
TOP PREMIERE ENTERPRISE
SUPPLIER


JULIETA E. OPULENCIA
OIC-Executive Director
9


JONATHAN C. GANITANO
Authorized Representative

SIGNED IN THE PRESENCE OF:



MARISA R. LO
OIC-Chief, Administrative, Financial and
Management Division


Stanley A. Sanitano
TPE Gen. manager

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 70,200-
BS No. 02-101101-2024 03-191

FUNDS AVAILABLE: 70,200-
Control No. 101-24-03-093


JOSE REDENTOR H. BESENIO
OIC-Assist. Division Chief AFMD &
Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines)
CITY OF MANILA S.S.

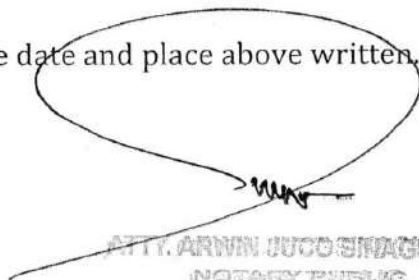
MAR 08 2024

Before me, a Notary Public for and in CITY OF MANILA this ____ day of _____ 2024 appeared the following persons presenting to me their respective identifications, to wit:

| Affiant | Passport Number/ CTC Number | Issued at | Issued on |
|----------------------|-----------------------------------|-----------|-----------|
| JULIETA E. OPULENCIA | | | |
| JONATHAN C. GANITANO | LTO Drivers Lic. No4-06-008132 | Manila | 10/24/22 |

Known to me to be same persons who executed and voluntarily signed the foregoing Contract which they acknowledged before me as their own free and voluntarily act and deed with full authority to sign in that capacity.

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



ATTY. ARWIN JUDD SRAGUNAN
NOTARY PUBLIC
JURAT December 27, 2024
TIN: 1-1010101010
PTR NO. 1010101010
Issued at Manila on 01/04/2024
MSLE NO. VI-00000003
ROLL OF ATTY. NO. 36864
IBP NO. 368453
Issued on 11/16/2023
Manila // Pasig City

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