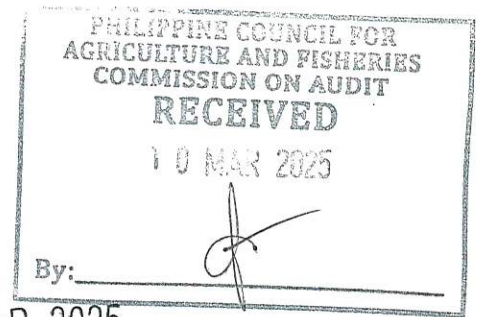


## CONTRACT OF AGREEMENT



### KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 10 MAR 2025 day of 2025 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, 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-

25050602

**AGUALUBE AIR-CONDITIONING AND WATER TREATMENT SERVICES**, a single proprietorship duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Blk 2 Lot 4 Ofelia St. Elegant Home Subd. Bahay Toro District 1, Quezon City, represented in this Act by its duly authorized representative, **PHILIP JORGE LUIS**, Operations Manager, hereinafter referred to as the **SUPPLIER**;

### WITNESSETH

**WHEREAS**, **PCAF** requested the procurement of one (1) lot general cleaning services for air conditioning units on a quarterly basis for FY-2025 based on approved APP;

**WHEREAS**, after undergoing procurement process and careful evaluation, the BAC declared the bid of the **SUPPLIER** as the Lowest Calculated and Responsive Quotation; thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

**WHEREAS**, **PCAF** issued the Notice of Award to the **SUPPLIER** on February 12, 2025;

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

### Section 1

#### SCOPE OF SERVICES

The **SUPPLIER** shall conduct general cleaning services of air conditioning units at the **PCAF**'s premises on a quarterly basis for FY 2025.

The services shall include but not be limited to the following:

- Cleaning and washing of filters, evaporator coils, and condenser coils;
- Checking and clearing of drain pipes;
- Inspection of electrical components and refrigerant levels;
- Lubrication of fan motors, if applicable;
- General testing and operation assessment.

Section 2

CONTRACT PRICE

For and consideration of the **SERVICES** to be undertaken by the **SUPPLIER**, **PCAF** shall pay the **SUPPLIER** in Philippine Currency in accordance with the Contract the total amount of **TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED PESOS (Php 214,400.00) inclusive of all applicable government taxes and fees** for the whole duration of the contract.

Section 3

CONTRACT DURATION

This Contract shall commence upon execution by both parties and shall remain in full force and effect unless terminated in accordance with the provision set herein.

The **SUPPLIER** shall perform the cleaning services every quarter, with schedules to be mutually agreed upon in advance.

Section 4

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required one (1) lot general cleaning services for air conditioning units on a quarterly basis for FY-2025 for the total amount of **TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED PESOS (Php 214,400.00), inclusive of all applicable government taxes and fees.**
2. Bill the **PCAF** for the quarterly cleaning services, including the necessary payment details and bank account information as follows:

|                     |   |
|---------------------|---|
| Name of Bank/Branch | LAND BANK OF THE PHILIPPINES<br>BOHOL AVENUE              |
| Bank Account Name   | LAQUILBE AIR-CONDITIONING AND<br>WATER TREATMENT SERVICES |
| Bank Account Number | 4811 - 0142 - 79  |

3. Perform the services in a professional and workmanlike manner;
4. Provide necessary tools, equipment, and materials;
5. Comply with all safety and environmental standards;
6. Be held accountable for all liabilities resulting from damage or loss of property, death or injury caused by the fault or negligence of the **SUPPLIER's** employees and personnel during the duration of this contract;
7. Hold **PCAF** free from any third-party liability arising from damage or loss of property, death, or injury to individuals resulting from any incident caused by the fault or negligence of the **SUPPLIER's** employees and personnel during the duration of this contract.



8. Ensure that all the services to be performed under or pursuant to this contract shall meet the same high standards as those offered by similar businesses of superior knowledge and skill engaged in similar services under analogous circumstances;
9. Issue an Official Receipt in the name of **PCAF** upon receipt of full payment.

Section 5

RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Provide the **SUPPLIER** through the Administrative Finance and Management Division - General Services Section (AFMD-GSS) with the list and schedule of air conditioning units to be cleaned;

| Item No. | Type of Aircon  | Quantity  | Frequency |
|----------|-----------------|-----------|-----------|
| 1        | Ceiling Mounted | 9         | 4x        |
| 2        | Floor Mounted   | 4         | 4x        |
| 3        | Wall Mounted    | 29        | 4x        |
| 4        | Window Type     | 29        | 4x        |
|          | <b>TOTAL</b>    | <b>71</b> |           |

- 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. Grant the **SUPPLIER** access to the premises for service performance;
3. Ensure all air conditioning units are available during scheduled cleaning;
4. Pay the **SUPPLIER** after its quarterly completion of the deliverables and receipt of the corresponding billing statement.

Section 6

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TERMINATION OF CONTRACT

This Contract may be terminated by either party upon written notice of at least **ten (10) days**, subject to justifiable cause and applicable laws.

In case of default, non-performance, or failure to comply with obligations, the **PCAF** may terminate the Contract and forfeit any applicable performance security.

Section 7

LIABILITY AND INDEMNITY

The **SUPPLIER** shall be responsible for any damage caused to the **PCAF's** property due to negligence or misconduct in the performance of services.

The **PCAF** shall not be liable for any injuries or damages sustained by the **SUPPLIER's** personnel during the execution of services.

#### Section 8

### VENUE OF ACTION AND DISPUTE RESOLUTION

The Parties agree to resolve any disputes, conflicts, or disagreements arising from the implementation of this Contract through mediation. If litigation becomes necessary, any legal action shall be filed exclusively with the proper courts of Quezon City, Philippines.

#### Section 9

### FORCE MAJEURE

Neither Party shall be liable for delay or failure in the performance of any of its obligations under this Agreement due to a Force Majeure Event, such as acts of God, fires, earthquakes, natural disasters, acts of war, terrorism, floods, government intervention, epidemics, or other events that render performance illegal, impossible or impractical.

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects and resume performance as soon as practicable.

#### Section 10

### LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of R.A. No. 9184, the contractor/supplier shall be liable for liquidated damages in the event of a breach of contract.

In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion of the Contract for each day of delay.

If the cumulative liquidated damages reach ten percent (10%) of the contract value, the **PCAF** may rescind or terminate the contract, without prejudice to other available remedies.

The amount of liquidated damages will be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.

#### Section 11

### OTHER CONDITIONS OF THE CONTRACT

- a. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- b. In case of damage or loss to the property of **PCAF** caused by negligence of the **SUPPLIER's** personnel or employee, the **SUPPLIER** shall be liable for the damages.
- c. The **SUPPLIER** shall ensure the notarization of this Contract, and all expenses related to the notarization shall be borne by the **SUPPLIER**.

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- d. Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.
- e. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 2025 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF

  
**JULIETA E. OPUENCIA**  
OIC-Executive Director

**AGUALUBE AIR-CONDITIONING  
AND WATER TREATMENT SERVICES**  
SUPPLIER

  
**PHILIP JORGE LUIS**  
Operations Manager

SIGNED IN THE PRESENCE OF:

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

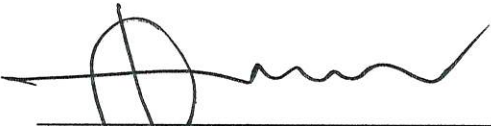
  
**GEORGE HERNANDEZ LUIS**

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PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 214,400.-  
BS No. 021011012025-63-0132

FUNDS AVAILABLE: ₱ 214,400  
Control No. 101-25-03-0082

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

  
**MARIA DIVINA P. GONZALES**  
Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines )  
Quezon City ) s.s.

Before me, Notary Public, for and in QUEZON CITY this 10 day of MAR 2025 2025 appeared the following persons presenting to me their respective identifications, to wit:

| Affiant              | Passport No./CTC No. | Issued at     | Issued on       |
|----------------------|----------------------|---------------|-----------------|
| JULIETA E. OPULENCIA | SC # 20-30902        | Cainta, Rizal | October 2, 2020 |
| PHILIP JORGE LUIS    | CTC No. 19714242     | CTO - main    | April 16, 2024  |

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

\_\_\_\_\_  
Notary Public

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Page No. 42  
Book No. CLV-P  
Series of 2025

ATTY. CONCEPCION P. VILLARENA  
NOTARY PUBLIC FOR QUEZON CITY  
ADM. MATTER NO. NP-021 (2024-2025)  
UNTIL DECEMBER 31, 2025  
ROLL NO. 30457 / 05-09-1980  
IBP NO. 461667 / 10-29-2024  
PTR NO. 6989624 / 01-02-25  
MCLE NO. VII-0006994 / 09-21-2021  
TIN NO.: 131-942-754

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