

## CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

**MAY 16 2025**

This Contract of Agreement made and entered into this \_\_\_\_ 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 Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its Executive Director, **BERNADETTE DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

- and -

**ePARTNERS SOLUTIONS, INC.**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at **UNIT 2506 PRESTIGE TOWER, DON F. ORTIGAS JR. ROAD, BRGY SAN ANTONIO, PASIG CITY**, represented in this Act by its duly authorized representative, **PRECIOUS ZIPAGAN**, Account Manager, hereinafter referred to as the **SUPPLIER**;

### WITNESSETH:

**WHEREAS**, the **PCAF** invited Bids for the procurement of **ONE (1) LOT SUPPLY, DELIVERY, AND INSTALLATION OF FLOOR MOUNTED, SPLIT, AND WINDOW TYPE AIRCONDITIONING UNITS** with **ITB No. 2025-002** and has accepted a Bid by the **SUPPLIER** in the sum of **Eight Hundred Thousand Eight Hundred Pesos Only (Php800,800.00)** (hereinafter called "the Contract Price").

**WHEREAS**, the **SUPPLIER** is engaged in the supply, delivery and installation of air-conditioning units and had submitted its bid;

**WHEREAS**, the **SUPPLIER** has represented and warranted itself as capable, competent, and duly licensed provider of the aforementioned goods and services under the terms and conditions hereinafter set forth;

**WHEREAS**, the opening of bids was held on April 2, 2025 at the Apacible Conference Room A, 3<sup>rd</sup> Floor, Apacible Hall, PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City;

**WHEREAS**, the **SUPPLIER** passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest Calculated and Responsive Bid for the procurement of **One (1) Lot Supply, Delivery, and Installation of Floor Mounted, Split, and Window Type Airconditioning Units**, 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 May 7, 2025;

**NOW THEREFORE**, for and in consideration of the abovementioned premises, the **PCAF** and the **ePartners Solutions, Inc.** hereby agrees as follows:



Zipagan



1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- I. Philippine Bidding Documents (PBDs);

- i. Schedule of Requirements;

- ii. Technical Specifications;

- iii. General and Special Conditions of Contract; and

- iv. Supplemental or Bid Bulletins, if any

- II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- III. Performance Security;

- IV. Notice of Award of Contract; and the Bidder's conforme thereto; and

- V. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Eight Hundred Thousand Eight Hundred Pesos Only (Php800,800.00)** inclusive of all applicable government taxes and fees, **ePARTNERS SOLUTIONS, INC.**, agrees to deliver **One (1) Lot Supply, Delivery, and Installation of Floor Mounted, Split, and Window Type Airconditioning Units** in accordance with its Bid.
4. The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)** agrees to pay the above-mentioned sum to the **SUPPLIER** after the completion of the deliverables and receipt of the billing statement.
5. The **SUPPLIER** binds itself to provide warranty and technical support services for the aforementioned products/goods.
6. The **SUPPLIER** shall acknowledge the receipt of payment by issuing an Official Receipt in the name of **PCAF**.
7. No Amendment to this Agreement may be made except by a written instrument signed by both **PARTIES**, executed in the same formalities as this Agreement.
8. This Agreement is governed by, and construed in accordance with, the laws of the Republic of the Philippines. Any dispute between the **PARTIES** arising out of, or relating to this agreement, its interpretation or performance hereunder, the **PARTIES** shall exert their best efforts to resolve the dispute amicably through negotiation.

*T. Tanaka*

*Philippines*



If such dispute cannot be settled amicably, the **PARTIES** shall resort to Alternative Dispute Resolution (ADR) through arbitration.

Should the resort to arbitration fail, the **PARTIES** agree that all suits shall be filed in the appropriate courts of **QUEZON CITY** only, to the exclusion of all other courts.

9. 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.

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

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

  
**BERNADETTE DE LOS SANTOS**  
Executive Director III

**ePARTNERS SOLUTIONS, INC.**  
SUPPLIER

  
**PRECIOUS ZPAGAN**  
Account Manager

SIGNED IN THE PRESENCE OF:

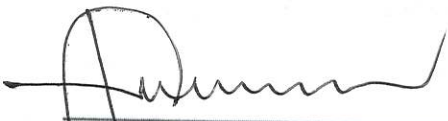
  
**CYRIL L. SOLIABAN**  
Chief, AFMD


  
**Twinckle Perlawan**  
Sales and Operations Manager

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱800,800-  
ORS No. 0610101705-05-0466

FUNDS AVAILABLE: ₱800,800  
Control No. 2025-05-0109

  
JOSE REDENTOR H. BESENIO  
Chief, Budget Section

  
MARIA DIVINA P. GONZALES  
Chief, Accounting Section

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ACKNOWLEDGEMENT

Republic of the Philippines )

Quezon City ) s.s.

QUEZON CITY MAY 16 2025

Before me, Notary Public, for and in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID No.	Issued at	Issued on
BERNADETTE DE LOS SANTOS	5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
PRECIOUS ZIPAGAN	0111-4082731-7	SSS - Pasig Mabini	March 19, 2015

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same person who executed the foregoing Contract of Agreement, consisting of \_\_\_\_\_ pages, including this page, and acknowledge to me that the same is their free and voluntary act and deed, as well as that of the agency/institution they respectively represent.

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

Notary Public

ATTY. MANNY V. GRAGASIN  
NOTARY PUBLIC  
COMMISSION NO. 075 UNTIL DEC. 31, 2028 Q.C.  
DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
IBP NO. 488431 / 12-27-24 / QUEZON CITY  
PTR NO. 7009427 / 01-02-25 / QUEZON CITY  
ROLL OF ATTORNEY'S NO. 56070  
MCLE NO. VII-0028698  
BIN NO. 243-085-918

Doc. No. 428  
Page No. 87  
Book No. 1X  
Series of 2025.

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

### PROCUREMENT OF ONE (1) LOT SUPPLY, DELIVERY, AND INSTALLATION OF FLOOR MOUNTED, SPLIT AND WINDOW TYPE AIRCONDITIONING UNIT

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Supply, delivery and installation of Floor Mounted, Split and Window Type Airconditioning Unit	1 lot	1,048,000.00	Delivered not later than thirty (30) calendar days upon receipt of the Notice to Proceed
	3HP Split Type Airconditioning Units (Inverter)	4 units	538,000.00	
	3TR Floor Mounted Airconditioning units (Inverter)	2 units	302,000.00	
	1.5HP Window Type Airconditioning Unit (Inverter)	1 unit	40,000.00	
	1HP Window Type Airconditioning units (Inverter)	5 units	168,000.00	

  
PRECIOUS Z. PAGAN

Signature Over Printed Name of Authorized Representative

ePartners Solutions, Inc.

Company Name

March 28, 2025

Date



# Section VII. Technical Specifications

Item	Qty	Specification	Bidder Offer	Statement of Compliance
1.	4 units	3HP Split Type Airconditioning Unit (Inverter) - Technical Specifications: Cooling Capacity - minimum of 27,430 - maximum of 31,123 KJ/Hr Rated Power - minimum of 2,475 W - maximum of 2,800 W EER - minimum of 11.08 - maximum of 11.1 KJ/W-Hr Refrigerant - R32 or R410A Rated Current - minimum of 11.50 - maximum of 13.0A Remote Control • Including copper tubing and cabling (at least 20 ft) " • Free Delivery • Warranty: 1 year on parts and labor; 5 years on compressor	Koppel KV27WM-ARF3ID 3.0 HP Split Type Airconditioner Technical Specifications: Cooling Capacity: 27,430 kJ/Hr Rated Power: 2,475 W EER: 11.08 kJ/W-Hr Refrigerant: R32 Rated Current: 11.50 A Remote Control Free Delivery Warranty: 1 year on parts and labor; 5 years on compressor Supply of labor, tools, materials and technical supervision necessary to install of A/C equipment at its designated location. * 1 unit 2nd floor Budget Area Room 27 ft pipe length run * 1 unit 2nd floor Executive Area 17 ft pipe length run * 1 unit 2nd floor HR Area 15 ft pipe length run * 1 unit 3rd floor Area 33 ft pipe length run	Comply Comply Comply Comply Comply Comply Comply Comply
2.	2 units	3TR Floor Mounted Airconditioning unit (Inverter) - Technical Specifications: Cooling Capacity - 37,980 kJ/h Nominal Capacity 4.0HP/3 TR Rated Current 19.91 A Rated Power -3,200 (860-4,500)W Power Supply 1Ph/230V/60Hz EER - minimum of 9.3 KJ/W-Hr - maximum of 11.9 KJ/hr-W Refrigerant - R32 or R410A • Including copper tubing and cabling (at least 20 ft) "	Kolin K1C-IF40-5G1M32 4.0 HP/3.0 TR Floor Mounted Airconditioner Technical Specifications: Cooling Capacity: 37,980 (8,640-41,760) kJ/h Nominal Capacity: 4.0 HP / 3 TR Rated Current 19.91 A Rated Power, 3,200 (860 - 4,500) W Power Supply: 1 Ph / 230 V / 60 Hz EER: 11.9 KJ/hr-W Refrigerant: R32 Free Delivery Warranty: 1 year parts and labor; 5 years on compressor	Comply Comply Comply Comply Comply Comply Comply Comply

Phyllis

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	<ul style="list-style-type: none"> <li>• Free Delivery</li> <li>• Warranty: 1 year on parts and labor; 5 years on compressor</li> </ul>	<p>Supply of labor, tools, materials and technical supervision necessary to install of A/C equipment at its designated location.</p> <ul style="list-style-type: none"> <li>* 1 unit 3rd floor Area 48 ft pipe length run</li> <li>* 1 Supply and Installation of Drain pump 1 set 3TR FM at 3rd Floor</li> <li>* 1 unit 4th floor Area 15 ft pipe length run</li> </ul>	Comply
3.	<p>1 unit</p> <p><b>1.5HP Window Type Airconditioning Unit (Inverter) -</b></p> <p>Technical Specifications:</p> <p>Cooling Capacity: at least 12,000 kJ/Hr</p> <p>Rated Power: 1140W – 1280 W</p> <p>Power Supply: 1Ph/230V/60Hz or 230/60/1V/Hz/Ph</p> <p>Rated Current: 5.27 A – 7.9 A</p> <p>EER- 10.57 kJ/W-Hr – 11.6 kJ/W-Hr</p> <p>Refrigerant - R32 or 410A</p> <ul style="list-style-type: none"> <li>• Warranty: 1 year on parts and labor; 5 years on compressor; 3 years on circuit boards</li> <li>• Free Delivery</li> </ul> <p>Must have an authorized service center in the Philippines for repair and maintenance</p>	<p><b>Kolin KAG-145WCINV 1.5 HP window Type Airconditioner</b></p> <p>Technical Specifications:</p> <p>Cooling Capacity: 13,210 kJ/Hr</p> <p>Rated Power: 1140 W</p> <p>Power Supply: 1 Ph / 230V / 60Hz</p> <p>Rated Current: 7.9 A</p> <p>EER: 11.6 kJ/W-hr</p> <p>Refrigerant: R32</p> <p>Free Delivery</p> <p>Warranty: 1 year on parts and labor; 5 years on compressor; 3 on years circuit boards</p> <p>With authorized service center in the Philippines for repair and maintenance</p>	Comply
4.	<p>5 units</p> <p><b>1HP Window Type Airconditioning Unit (Inverter) -</b></p> <p>Technical Specifications:</p> <p>Cooling Capacity: minimum of 9,970 kJ/Hr ~ maximum of 10,200 kJ/h</p> <p>Power Supply 1 Ph / 230V / 60Hz or 230 / 60 / 1 V/Hz/Ph</p> <p>Rated Current -4.47 to 5.5 A (Min-Max)</p> <p>Rated Power - 742 W to 900 W (Min-Max)</p> <p>EER - 11.3 kJ/h/W to 13.44 kJ/h/W-Hr</p> <p>Refrigerant - R32 or R410A</p> <p>Remote Control</p> <ul style="list-style-type: none"> <li>• Free Delivery</li> <li>• Warranty: 1 year on parts and labor; 5 years on compressor; 3 years on circuit boards</li> </ul>	<p><b>Kolin KAG-100WCINV 1.0 HP window Type Airconditioner</b></p> <p>Technical Specifications:</p> <p>Cooling Capacity: 10,200 kJ/h</p> <p>Power Supply: 1 Ph / 230V / 60Hz</p> <p>Rated Current: 5.5 A</p> <p>Rated Power: 900 W</p> <p>EER: 11.3 kJ/h/W</p> <p>Refrigerant: R-32</p> <p>Remote Control</p> <p>Free Delivery</p> <p>Warranty: 1 year on parts and labor; 5 years on compressor; 3 years on circuit boards</p>	Comply

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*Tapalaca*



I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or postqualification, the same shall give rise to automatic disqualification of our bid.

PRECIOUS P. AGAN

Signature Over Printed Name of Authorized Representative

ePartners Solutions, Inc.  
Company Name

March 28, 2025

Date

*Officer*

*T. J. Carlson*