

MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into by and between:

AGRICULTURAL TRAINING INSTITUTE-7, a National Government Agency whose office is located at Cabawan District, City of Tagbilaran, represented in this act by the Center Director, **GRACIA F. ARADO, Ph.D.**, Filipino, of legal age, married and residing at Poblacion, Corella, Bohol, and hereinafter referred to as the **CLIENT**.

-and-

PJS REFRIGERATION & AIRCONDITIONING SHOP, an establishment also existing in accordance with the laws of the Philippines, with office address at 0075 Espuelas St., Tagbilaran City, Bohol, and represented in this act by its Owner/Proprietor, **PANFILO E. SAMONTE**, Filipino, of legal age, married and residing at 75 Espuelas St., Tagbilaran City, Bohol, hereinafter referred to as the **CONTRACTOR**.

WITNESSETH

That the **CLIENT** is one of a reputable government agency in the City of Tagbilaran whose building and officers are air-conditioned with the following are conditioning units: Window type-10 units; wall mounted- 24 units; and floor mounted-2 units or the actual number of aircon units to be serviced;

That the **CONTRACTOR** represents itself as a capable and professional establishment possessing the required technical expertise to maintain and service its air conditioners it being the Authorized Dealer, Installer and Service Center in the City of Tagbilaran and the Province of Bohol;

That the **CONTRACTOR** offered its services and the **CLIENT** agrees to avail of the same under the terms and conditions stipulated hereunder;

NOW, THEREFORE, premises considered, the parties agree to the following terms and conditions:

1. The **CONTRACTOR** shall, under this Agreement, perform the following maintenance activities of the **CLIENT**'s air conditioning units;
 - a. General cleaning and check-up every quarter;
 - b. Supervised all trouble calls;
 - c. On-site check-up and repairs.
2. For and in consideration of the above-cited activities, the **CLIENT** shall pay the **CONTRACTOR** a total of **FIFTY-FOUR THOUSAND TWO HUNDRED PESOS ONLY (₱ 54,200.00)** (as itemized below), exclusive of VAT Charges, and payable to **PJS REFRIGERATION & AIRCONDITIONING SHOP** as stipulated in the billing statement;

UNIT MODEL	QUANTITY	RATE/UNIT	TOTAL AMOUNT/3 RD AND 4 TH QUARTER
1) Window type	10 units	450.00	9,000.00
2) Split type-wall mounted	24 units	850.00	40,800.00
3) Split type-floor mounted	2 units	1,100.00	4,400.00
	36 units	TOTAL AMOUNT	54,200.00

3. The **CONTRACTOR** shall assign competent and highly skilled technicians/engineers who shall attend the preventive and/or corrective maintenance requirements of the **CLIENT**'s air conditioning units;

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preventive or corrective maintenance services, shall maintain cleanliness and orderliness in the CLIENT's offices and shall obligate themselves to report to the CLIENT or its representative (including guards on duty) any unusual conditions of the air conditioning units during servicing and or maintenance check-ups of the air conditioning units;

5. The CONTRACTOR shall maintain specific manpower who shall undertake the preventive and or corrective maintenance servicing of the air conditioning units. The CLIENT, if it finds to be in their best interest, can request the CONTRACTOR to replace any "misbehaving" technicians;
6. The CONTRACTOR shall not be held liable for any losses or damages to the CLIENT's property due to fortuitous events or events beyond human control except those losses or damages incurred in the performance of the maintenance services through negligence, dishonesty, and inefficiency of the CONTRACTOR's personnel;
7. The CONTRACTOR shall be held responsible for taking disciplinary actions with respect to their personnel as may be necessary;
8. Consumables such as refrigerant gas, oil, welding materials, rewinding materials, insulation, copper tubes, specialty chemicals, if any, spare parts used to replace defective items, and other materials used in repairing the defective airconditioning unit/s, shall be charged to the count of the CLIENT;
9. For extra services, should the CLIENT for its own reasons, require extra services, the CONTRACTOR, for such additional services, shall charge an amount mutually agreed upon;
10. The assigned technicians shall remain the employees of the CONTRACTOR who shall be responsible for the salaries and accompanying benefits thereto;
11. In the event of injury/death of a person, either the assigned technicians or to other persons and/or damage to property arising from the work performed by the CONTRACTOR pursuant to this CONTRACT, the same shall be the responsibility and liability of the CONTRACTOR and the CONTRACTOR shall hold the CLIENT free and harmless from any such claims for death or injury;
12. Nothing herein shall be construed as creating an employer-employee relationship between the parties, between the CLIENT and the Assigned Technicians, it being expressly understood and acknowledge that of an independent contractor. Furthermore, the CONTRACTOR shall hold the CLIENT free and harmless from any claim or suit for unpaid wages, salaries, or benefits due its employees or laborers assigned to work specified in this CONTRACT;
13. CONTRACTOR warrants CLIENT that the services shall be performed in a good and workmanlike manner and shall be in accordance with the industry's standards. Any work rejected by CLIENT pursuant to this Contract shall be promptly repaired or replaced, as appropriate, by the CONTRACTOR at CONTRACTOR's sole cost and expense;
14. This CONTRACT shall cover the 3RD and 4th quarter period to commence on **September 1, 2023, to December 31, 2023** renewable depending on the CONTRACTORS performance evaluation result;
15. Should there be a breach or violation of any condition herein set forth, the offended party can effect pre-termination of this Contract upon issuance of a written notice offending party thirty (30) days in advance of the intended termination date. This provision is without prejudice to whatever rights and remedies the offended party may have against the offending party under applicable laws.
16. This contract shall be binding on the parties, their heirs, assigns, and successors-in-interest.

Handwritten signature in blue ink, possibly reading "Kenny".

Handwritten signature in blue ink, possibly reading "Jed".

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this SEP 27 2023 day of _____ 2023 at Tagbilaran City, Bohol, Philippines.

AGRICULTURAL TRAINING INSTITUTE

By:


GRACIA F. ARADO, PhD ✓
Center Director

PJS REFRIGERATION &
AIRCONDITIONING SHOP

By:



PANFILO E. SAMONTE
Owner/ Proprietor

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TAGBILARAN) S.S

BEFORE ME this _____ day of SEP 27 2023, 2023 at Tagbilaran City, Philippines, personally appeared GRACIA F. ARADO with her Community Tax Certificate No. _____ issued at _____ on _____ and **PANFILO E. SAMONTE** with Community Tax Certificate No. CRN-0111-23/2024-0 issued at Tagbilaran City on _____ both known to me to be the persons who executed the foregoing instrument and they acknowledged me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL


ATTY. KRISTINA R. GALIDO-ALTURAS
Notary Public for Tagbilaran City and Other Municipalities
of Bohol within the Jurisdiction of RTC of Tagbilaran
NCS No. 2022-33 until December 31, 2023
Roll No. 78161; Page No. 333; Book No. 33
PTR No. 4673751, January 3, 2023 - PTO Bohol
IBP No. 257446, January 2, 2023 - Bohol Chapter
TIN: 767 - 988 - 359
MCLE Compliance No. VIII-0002405 April 10, 2023

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Page No. 104
Book No. 77
Series of 2023

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY OF TAGBILARAN) S.S.

AFFIDAVIT

I, PANFILO E. SAMONTE, of legal age, Filipino, and residing at Tagbilaran City, Bohol after having been duly sworn in accordance with law, do hereby depose and state that:

- 1. I am proprietor of PJS REFRIGERATION & AIRCONDITIONING SHOP with office address 75 Espuelas St., Tagbilaran City, Bohol;
2. As the proprietor of PJS REFRIGERATION & AIRCONDITIONING SHOP, I have full power and authority to do, execute and perform all acts necessary to represent it in the bidding for PROVISION OF AIRCON MAINTENANCE FOR THE THE 3RD AND 4TH QUARTER OF CY 2023;
3. PJS REFRIGERATION & AIRCONDITIONING SHOP is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. PJS REFRIGERATION & AIRCONDITIONING SHOP is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. PJS REFRIGERATION & AIRCONDITIONING SHOP complies with existing labor laws and standards; and
8. PJS REFRIGERATION & AIRCONDITIONING SHOP is aware of and has undertaken the following responsibilities as a Bidder:
a) Carefully examine all the Supporting Documents;
b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
d.) Inquire or secure Supplemental/Bid Bulletin(s) issued for the PROVISION OF AIRCON MAINTENANCE FOR THE THE 3RD AND 4TH QUARTER OF CY 2023.
9. PJS REFRIGERATION & AIRCONDITIONING SHOP did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this SEP 27 2023 day of 2023 at Tagbilaran City, Bohol, Philippines.

[Signature]
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this SEP 27 2023 in the City of Tagbilaran, Bohol, Philippines, affiant exhibited to me his/her competent evidence of his/her identity.

ATTY. KRISTINA R. GALIDO-ALTURAS
Notary Public for Tagbilaran City and Other Municipalities of Bohol within the Jurisdiction of RTC of Tagbilaran

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