CONTRACT FOR THE
PREVENTIVE MAINTENANCE OF FIRE DETECTION ALARM SYSTEM AND SPRINKLER SYSTEM INSTALLED AT PPA ADMINBUILDING

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 01 AUG 2018 in the City of Batangas by and between:

PHILIPPINE PORTS AUTHORITY, PMO-BATANGAS a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Administration Building, Port Access Road, Calicanto, Batangas City, represented herein by its Port Manager, **LEOPOLDO C. BISCOCHO JR.,** and hereinafter referred to as the **"PPA"**

- and -

DMB FIRE & SAFETY ENTERPRISES INT'L, INC., a domestic corporation, duly organized and existing under Philippine Laws, with business office at DMB Bldg. 1 Diversion Road, Alangilan, Batangas City, represented herein by its Project-Safety Head, **VEKSLER JASON T. BRUCAL**, and herein referred to as the **"CONTRACTOR"**.

W I T N E S S E T H

WHEREAS, in accordance with Section 53.9, Small Value Procurement, of the Revised IRR of RA 9184, PPA posted in PPA website and PhilGEPS as well as in its Bulletin Board, a Request for Quotation for the **Preventive Maintenance of Fire Detection Alarm System and Fire Sprinkler System Installed at PPA Admin Building**;

WHEREAS, only the **CONTRACTOR** managed to submit its quotation for the foregoing project before the deadline for submission thereof;

WHEREAS, after the opening of quotation on 13 July 2018, and the conduct of evaluation and required post-qualification, the quotation submitted by the **CONTRACTOR** in the amount of **TWO HUNDRED NINETY SIX THOUSAND SEVEN HUNDRED TWO PESOS (₱296,702.00)** Philippine Currency, is lower than the Approved Budget for the Contract (ABC) of **TWO HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED TWO PESOS (₱297,902.00)** and was found to be the Single Calculated and Responsive Quotation;

WHEREAS, pursuant to PMO Batangas BAC Resolution No. B031 - 2018, award of the contract was made to the **CONTRACTOR** in a Notice of Award, in the amount of **TWO HUNDRED NINETY SIX THOUSAND SEVEN HUNDRED TWO PESOS (₱296,702.00)** Philippine Currency after compliance to the conditions stipulated in the Request for Quotation (RFQ) and conforme with the Terms of Reference (TOR);

WHEREAS, the **CONTRACTOR** duly accepted the award by signing its Conforme on the said Notice of Award;

NOW THEREFORE, for and in consideration of the foregoing premises, mutual covenants, stipulations and agreements herein contained, the Parties have agreed, as they do hereby agree and contract as follows:

1. **CONTRACT DOCUMENTS**

The following documents shall constitute integral parts of this contract, as fully as if the contents of said documents are reproduced, incorporated and set forth herein, to wit:

a. Request for Quotation
b. Terms of Reference (TOR) and the CONTRACTOR"s "Conforme" thereto
c. Addenda and/or Supplemental/Bid Bulletins, if any
d. CONTRACTOR"S price quotation and required documents
e. Performance Security
f. Notice of Award of Contract and the CONTRACTOR"s "Conforme" thereto;
g. Notice to Proceed; and
h. Other pertinent documents as may be required by existing laws and/or of PPA

All contract documents are and shall remain as property of PPA.

2. SCOPE OF WORK

The CONTRACTOR shall perform, among others, the following:

Fire Detection and Alarm System

A. Checking and testing of fire alarm control panel.
   A.1 To check the circuitry for possible worn outs parts.
   A.2 To check its power supply for proper output regulation, voltage and current
   A.3 Actual testing of the back-up batteries during power failure
   A.4 To check proper input (AC) voltage

B. Testing and cleaning of the following fire alarm devices:
   B.1 all smoke detectors
   B.2 All heat detectors
   B.3 All manual pull stations and alarm bells
   B.4 All annunciators and visual indicators

C. Line to ground testing of system wiring for possible grounded or resistance leak
   C.1 To conduct grounding check within the system for control panels down to peripherals and fire alarm devices connected to the system.
   C.2 To check wiring connections inside terminal box/panels for open or loose connections
   C.3 To check terminal box or pull boxes of protective plate covers is in plate.

ITEM	ACTIVITY	FREQUENCY
Fire Alarm Panel	Test & Maintenance	Quarterly
Battery test	Test & Maintenance	Quarterly
Detectors	Test & Maintenance	Quarterly
Alarm Bell	Test & Maintenance	Quarterly
Pull/Push Button	Test & Maintenance	Quarterly

Sprinkler System

A. Check gauges to ensure the normal air and water pressures.

B. Check control valves to verify if it is sealed in open position and seal is unbroken.

C. Check lock valves to verify that all components operate properly, move freely, and are in good condition.

D. Check underground gate valves to verify if valve is in proper position.

E. Check fire department pumper connection for the following:

E.1 Verify that connection is both visible and accessible at all times
E.2 Verify that all caps and plugs are in place and threads are in good condition
E.3 Verify that waterway is free of all foreign material.

F. Check all sprinkler heads for the following:

F.1 Corrosion
- if due to normal aging, replace with new head of same type and rating
- If due to operation in area emitting corrosive vapors, replace with factory applied lead or wax-coated corrosion resistant heads.

G. Check spare sprinkler cabinet for the following:

G.1 verify the sprinkler wrench is present
G.2 verify that cabinet contains at least one replacement head for each size, type and rating of head used in the facility
G.3 verify that temperature where cabinet is located does not exceed 100F (38C)

H. Check hangers and visually inspect system for broken or loose hangers, and repair or replace as required.

I. Check piping and visually inspect for mechanical injury. Repair or replace as required. Supply testing by opening main drain valve and note pressure gauge readings when full flow is obtained and compare reading with reading before opening valve and with previous reading when system was flow tested. Variations in readings may indicate closed valves or obstructions in supply pipe.

ITEM	ACTIVITY	FREQUENCY
Pipe and Fittings	Inspection	Quarterly
Hanger/Seismic Bracing	Inspection	Quarterly
Control Valves	Inspection	Quarterly
Gauges (dry, pre-action & deluge)	Inspection	Quarterly
Water flow	Test	Quarterly
Full flow	Test	Quarterly
Electric Power to Pump	Test	Quarterly

3. The CONTRACTOR shall submit service report after each service, to be duly signed / acknowledged by PPA representative. The contract duration shall cover the period of twelve (12) months upon CONTRACTOR's receipt of the Notice to Proceed. Provided that the PPA has the right to terminate / cancel this CONTRACT at any time before its expiration on reasonable grounds such as unsatisfactory service and performance of the CONTRACTOR or violation/s of any of the Terms and Condition of this Contract by giving the CONTRACTOR at least fifteen (15) days written notice in advance to that effect;

4. All regular services will be in accordance with the time frame as provided in Item No. 4 of the TOR and work will be done during regular working hours (8:00 AM to 5:00 PM) within regular working days (Monday to Friday). Overtime service done beyond regular working hours, at PPA's request shall incur extra charge at CONTRACTOR's prevailing rate;

5. PPA shall not allow any third party to do any repair work or replace any part or component of the subject system without the written consent of the CONTRACTOR.

6. PPA shall immediately report to the CONTRACTOR any malfunctioning in the system subject matter of this agreement and the CONTRACTOR agree to immediately provide the necessary technician to correct the trouble and/or have the system in proper working condition;

7. **NO EMPLOYER – EMPLOYEE RELATIONSHIP** - It is expressly agreed and understood that there is no Employer - Employee relationship between the CONTRACTOR and/or its personnel and PPA. PPA shall not in any way be liable or responsible for any physical injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR whether or not occurring in the performance of their duties;

8. **CONTRACTOR'S LIABILITY** - The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or other conducts of the CONTRACTOR arising out of or in connection with or on the occasion of the performance of this agreement. The CONTRACTOR shall, at all times, stands solely liable and responsive for the enforcement of, and compliance with all existing laws, rules and regulations binds itself to save and hold the PPA free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation;

   The Parties herein agree that the CONTRACTOR will not be liable to the PPA for any delay or for damages caused by force majeure including general strikes, lock-outs, war, civil commotions, earthquakes, floods and other natural calamities, shortage of materials and/or workmen due to government acts and other similar causes beyond the control of the CONTRACTOR;

   The Parties hereinafter agree that the CONTRACTOR may, at its option, and with proper notice to the PPA, assign whatever interest or right it may have under this Contract to an authorized service representative. In such case, the CONTRACTOR remains fully responsible for the service rendered by its authorized service representative.

9. **CONSIDERATION** – For and in consideration of the full satisfactory and faithful performance by the CONTRACTOR of all undertakings defined and provided under this Contract, the PPA agrees to pay the **quarterly service charge** in the

amount of **SEVENTY FOUR THOUSAND ONE HUNDRED SEVENTY FIVE PESOS and 50/100 (₱74,175.50)** Philippine Currency or a total of **TWO HUNDRED NINETY SIX THOUSAND SEVEN HUNDRED TWO PESOS (₱ 296,702.00)** Philippine Currency for **TWELVE (12)** months inclusive of 12% Value Added Tax. Payment of the stipulated consideration shall be subject to existing government accounting rules and regulations.

The PPA and the CONTRACTOR agreed upon and understood that the stipulated contract price shall not be subject to any upward adjustment for any cause or whatsoever.

10. **PERFORMANCE SECURITY** – To guarantee the faithful performance of the CONTRACTOR under this contract, it shall post, upon the signing of the contract a performance security in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash, manager's check, cashier's check, issued by a Universal or Commercial Bank	Five percent (5%) of the total contract price
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank	Five percent (5%) of the total contract price
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%) of the total contract price

This performance bond shall be posted in favor of the PPA, and shall guarantee the payment of the amount of the BOND as penalty in the event it is establish that the CONTRACTOR is in default is his obligation here under.

11. The CONTRACTOR shall prepare and submit checklist and forms to be used in performing maintenance services and inspection. In addition, the CONTRACTOR shall submit the names and qualification of the staff to do the maintenance or repair work. These documents shall be submitted one (1) week after the signing of the Contract.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY

By:

LEOPOLDO C. BISCOCHO JR.
Port Manager
PMO Batangas

DMB FIRE & SAFETY ENTERPRISES INT'L, INC.

By:

VEKSLER JASON T. BRUCAL
Project-Safety Head

SIGNED IN THE PRESENCE OF:

JEFREN P. PANGANIBAN

DONNA R.J. GUTIERREZ

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
City of Batangas) S.S.

BEFORE ME, a Notary Public for and in the City of Batangas, this 0 1 AUG 2018 personally appeared the following persons:

NAME	PROOF OF IDENTITY	Place / Date issued
1. LEOPOLDO C. BISCOCHO JR.	Passport – EB9471476	Oct. 29, 2013 / DFA Manila
2. VEKSLER JASON T. BRUCAL	LTO - D01-00-175201	June 29, 2018 / Robinsons Galleria

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me the same is their own free act and deed as well as the free and voluntary act of the corporation they represent.

This foregoing instrument is a Contract for the **Preventive Maintenance of Fire Detection Alarm System and Fire Sprinkler System Installed at PPA Admin Building,** consisting of six (6) pages, including this page which this Acknowledgement is written, signed by the Parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal at the place and on the date first above written.

NOTARY PUBLIC

BENEDICTO E. AQUINO
NOTARY PUBLIC
40 C. Tirona st., Batangas City
Until December 31, 2018
PTR No. 3021637
Batangas City/January 03 2018
Lifetime IBP No. 06122
Roll No. 50629
MCLE Compliance No. V-0009526/August 03, 2015
Tax No. 252-010-383-001

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