



Republic of the Philippines  
**Supreme Court**  
 Manila

**SC-BAC-GS CONTRACT NO. 2023 - 07**

**CONTRACT FOR THE PREVENTIVE MAINTENANCE SERVICE AND REPAIR OF ALL THE AIR-CONDITIONING UNITS AT THE SUPREME COURT, MANDATORY CONTINUING LEGAL EDUCATION OFFICE, AND PHILIPPINE JUDICIAL ACADEMY TRAINING CENTER, FOR TWO (2) YEARS**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into and executed this 20 day of FEB 2023 in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by **ATTY. MARIFE M. LOMIBAO-CUEVAS**, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **"COURT"**:

-and-

**THERMOZONE PHILIPPINES CORPORATION**, a corporation duly organized and existing in accordance with Philippine laws, with principal business address at 2280 Marconi Street, Barangay San Isidro, Makati City, represented by **MR. RONALD ALLAN N. GATMAITAN**, in his capacity as the Authorized Representative & Signatory of **THERMOZONE PHILIPPINES CORPORATION**, hereinafter referred to as the **SERVICE PROVIDER**.

**WHEREAS**, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on 16 December 2022 an Invitation to Bid for the *Procurement of Preventive Maintenance Service and Repair for All Air-Conditioning Units at the Supreme Court, Mandatory Continuing Legal Education Office (MCLEO) and Philippine Judicial Academy (PhilJA) Training Center, for Two (2) Years*. The Invitation to Bid was posted on the PhilGEPS, the Supreme Court Website, and the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

*[Signature]*  
 Witness (Supreme Court)

*[Signature]*  
 MARIFE M. LOMIBAO-CUEVAS  
 Supreme Court

*[Signature]*  
 FRANCISCO CATEKASCO  
 Witness (Thermozone Phil Corp.)

*[Signature]*  
 RONALD ALLAN N. GATMAITAN  
 Thermozone Philippines Corporation



*[Handwritten Signature]*

Witness (Supreme Court)

**WHEREAS**, the **SERVICE PROVIDER** won in the public bidding conducted by the **COURT** on 10 January 2023 and was recommended by the SC-BAC-GS, in its Memorandum dated 31 January 2023, to be awarded the contract for the Procurement of Preventive Maintenance Service and Repair for All Air-Conditioning Units at the Supreme Court, MCLEO and PhilJA Training Center, for Two (2) Years, which recommendation was approved by Court En banc, through its Resolution dated 07 February 2023 in A.M. No. 20-09-05-SC (*Re: Procurement of Preventive Maintenance Service and Repair of All Air-Conditioning Units of the Supreme Court, Mandatory Continuing Legal Education Office, and Philippine Judicial Academy Training Center for Two [2] Years*);

*[Handwritten Signature]*  
MARIFE M. LOMBABO-CUEVAS

Supreme Court

**NOW THEREFORE**, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SERVICE PROVIDER** hereby agree on the following:

**ARTICLE I  
CONTRACT DOCUMENTS**

**1.1 OFFICIAL BID DOCUMENTS.** The **SUPPLIER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SERVICE PROVIDER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SERVICE PROVIDER's conforme** thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SERVICE PROVIDER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

*[Handwritten Signature]*  
FRANCISCO GARRALDO

Witness (Thermozone Phil Corp.)

*[Handwritten Signature]*  
RONALD ALLAN N. GATMAITAN

Thermozone Philippines Corporation



*[Handwritten Signature]*

Witness (Supreme Court)

1.2 **COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 **INCIDENTAL ITEMS.** This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

**ARTICLE II  
SCOPE OF WORK**

The **SCOPE OF WORK** shall entail the following:

I. GENERAL CONDITIONS:

The service contractor shall be required to provide the Supreme Court, among others, with the following:

1. Free trouble or emergency calls shall be attended to by their company mechanic during regular business hours;
2. Free pull-out and re-installation of repaired units when the said units have to be brought to their shop; and
3. Minimum of ten (10) resident technicians to be on call during office hours.
4. To ensure adequate cooling system in all offices of the Court, the air-conditioning units shall be monitored by the service provider, and see to it that all units are in good running condition.
5. To provide all cleaning consumables/supplies to be used for the quarterly cleaning/maintenance of air-conditioning units like acu cleaner, soap, rags, brush, fin comb, penetrating oils and greases.

II. MONTHLY MAINTENANCE AND REPAIR

1. Check and clean the evaporator unit, air filter and front grill assembly;
2. Check amperage and operating voltage;
3. Lubricate fan motor bearing and other moving parts of the unit;

*[Handwritten Signature]*  
MARIFE M. LOMBABO-CUEVAS

Supreme Court

*[Handwritten Signature]*  
FRANCISCO CARRASCO

Witness (Thermozone Phil Corp.)

*[Handwritten Signature]*  
RONALD ALLAN N. GATMAITAN

Thermozone Philippines Corporation



*[Handwritten Signature]*

Witness (Supreme Court)

4. Check damper, knobs, thermostat, and selector switch;
5. Clean drain pan and eliminate clogging;
6. Inspect and test leaks;
7. Brush evaporator fins, blower and condenser coil;
8. Check and clean all electrical control (relay, overload connection, capacitor, etc.);
9. Check noise level and adjust to minimum;
10. Clean metal casing and sump;
11. Check suction and discharge operating pressures;
12. Check electrical for grounding, short and open circuits, rewire if necessary;
13. Addition of refrigerant (Freon) to undercharged air conditioning units; and
14. Supply of necessary spare parts, payment thereof shall be reimbursable in accordance with the prevailing market price.

*[Handwritten Signature]*  
MARIFE M. LOMBAO-CUEVAS

Supreme Court

**III. QUARTERLY MAINTENANCE AND REPAIR**

1. General cleaning of units using chemicals and high pressure washer;
2. Clean fan blades of condensing units;
3. Check and level equipment platform; and
4. Tighten all bolts and nuts/log screws.

**ARTICLE III  
OBLIGATIONS OF THE SERVICE PROVIDER**

The **SERVICE PROVIDER** shall:

1. The **SERVICE PROVIDER** shall provide at its expense technical services, labor, chemical, equipment, supervision and other related works necessary in the performance of the service subject of this CONTRACT.
2. The **SERVICE PROVIDER** shall submit a schedule of prices for spare parts valid for a minimum of one (1) year and shall be required to submit a revised schedule after the initial period of validity.

*[Handwritten Signature]*  
FRANCISCO GARZALES

Witness (Thermozone Phil Corp.)

*[Handwritten Signature]*  
RONALD ALEAN N. GATMAITAN

Thermozone Philippines Corporation



*[Handwritten Signature]*

Witness (Supreme Court)

- 4. The **SERVICE PROVIDER** hereby warrants the honesty, fitness and reliability of its personnel and shall abide by the security rules and regulations of the Supreme Court at all times.
- 5. The **SERVICE PROVIDER** shall detail a minimum of ten (10) resident technicians to the Supreme Court who shall be on call during office hours for matters requiring immediate attention.

**ARTICLE IV  
OBLIGATIONS OF THE COURT**

That for and in consideration of:

- A. The Air Conditioning Repair and Maintenance Services under this Contract, the **COURT** agrees to pay the **SERVICE PROVIDER** the sum of **SIX MILLION TWO HUNDRED TWENTY THOUSAND EIGHT HUNDRED PESOS (P6,220,800.00)** payable as follows:

In eight (8) quarterly billings in the amount of **SEVEN HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED PESOS (P777,600.00)** per quarter, after service has been completed and upon submission of the sales invoice, subject to the usual auditing requirements.

- B. The **COURT** agrees to pay for the spare parts based on the schedule of prices submitted by the **SERVICE PROVIDER**. In addition, all purchases of spare parts shall be compliant with the rules on Shopping or Small Value Procurement as provided under Sec. 52 and Sec. 59, respectively, of the Implementing Rules and Regulations of R.A. No. 9184.

**ARTICLE V  
EFFECTIVITY AND DURATION OF CONTRACT**

This Contract for the Air Conditioning Repair and Maintenance Services shall take effect on 01 March 2023 to 28 February 2025. However, the **SERVICE PROVIDER**, shall be on probationary period for six (6) months and the **COURT** may upon written notice, rescind the contract for failure of **SERVICE PROVIDER** to abide by the terms and conditions of this contract. Non-compliance with the terms and conditions in the contract shall be ground for disqualification in the future biddings.

*[Handwritten Signature]*  
MARIFE M. LOMIBAO-CUEVAS

Supreme Court

*[Handwritten Signature]*  
FRANCISCO CARRASCO

Witness (Thermozone Phil Corp.)

*[Handwritten Signature]*  
RONALD ALLAN N. GATMAITAN

Thermozone Philippines Corporation



**ARTICLE VI  
REPRESENTATIONS/WARRANTIES**

6.1 **PERFORMANCE WARRANTY.** The **SERVICE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

**ARTICLE VII  
PERFORMANCE SECURITY**

7.1 **AMOUNT AND FORM.** The **SERVICE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court; or (4) Performance Securing Declaration. The performance security shall have a coverage of two (2) years.

7.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SERVICE PROVIDER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SERVICE PROVIDER**.

7.3 **FORFEITURE.** The failure of the **SERVICE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

*[Handwritten Signature]*

Witness (Supreme Court)

*[Handwritten Signature]*  
MARIFE M. LOMIBAO-CUEVAS

Supreme Court

*[Handwritten Signature]*  
FRANCISCO CABRASCOS

Witness (Thermozone Phil Corp.)

*[Handwritten Signature]*  
RONALD ALLAN N. GATMAITAN

Thermozone Philippines Corporation



**ARTICLE VIII  
TERMINATION OF CONTRACT**

8.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SERVICE PROVIDER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SERVICE PROVIDER**.

8.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

8.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SERVICE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SERVICE PROVIDER** or breach of this Contract and the Official Bid Documents by the **SERVICE PROVIDER**.

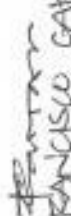
8.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

**ARTICLE IX  
LIQUIDATED DAMAGES**

9.1 **LIQUIDATED DAMAGES.** The amount of the 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 the contract, the **COURT** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

  
Witness (Supreme Court)

  
MARIFE M. LOMIBAO-CUEVAS  
Supreme Court

  
FRANCISCO GATRASCO  
Witness (Thermozone Phil Corp.)

  
RONALD ALLAN N. GATMAITAN  
Thermozone Philippines Corporation



## ARTICLE X VENUE OF ACTIONS

Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper courts of the **City of Manila only**, to the exclusion of all other venues.

**IN WITNESS WHEREOF**, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE  
PHILIPPINES  
(COURT)**

**THERMOZONE PHILIPPINES  
CORPORATION  
(SERVICE PROVIDER)**

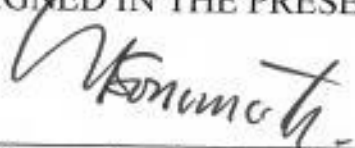
Represented by:

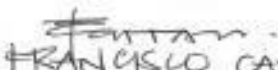
Represented by:

  
MARIFE M. LOMIBAO-CUEVAS

  
RONALD ALLAN N. GATMAITAN

SIGNED IN THE PRESENCE OF:

  
(Witness for the Supreme Court)

  
FRANCISCO CARBALLO  
(Witness for Thermozone)





**ACKNOWLEDGMENT**

Republic of the Philippines )  
City of Manila ) S.S.


**BEFORE ME** personally appeared:

- 1) **ATTY. MARIFE M. LOMIBAO-CUEVAS** with Supreme Court Identification Card No. 54279400; and
- 2) **MR. RONALD ALLAN N. GATMAITAN** with Non-Professional Driver's (ID) License No. N03-12-009197 issued by the Land Transportation Office, expiring on 05 May 2023;

known to me to be the same persons who executed the foregoing *Contract for the Preventive Maintenance Service and Repair for All Air-Conditioning Units at the Supreme Court, Mandatory Continuing Legal Education Office (MCLEO) and Philippine Judicial Academy (PhilJA) Training Center, for Two (2) Years* (SC-BAC-GS Contract No. 2023-07) and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of nine (9) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL** this \_\_\_ day of  
FEB 21 2023, 20\_\_\_ at the City of Manila, Philippines.

  
**MARIA CARINA A. MATAMMU-CUNANAN**  
Deputy Clerk of Court  
and Chief Administrative Officer  
Supreme Court



  
Witness (Supreme Court)

  
**MARIFE M. LOMIBAO-CUEVAS**  
Supreme Court

  
**FRANCISCO CARRASCO**  
Witness (Thermozone Phil Corp.)

  
**RONALD ALLAN N. GATMAITAN**  
Thermozone Philippines Corporation