

Contract of Agreement No. 2020-12-40

PURCHASE OF PROPERTY, PLANT & EQUIPMENT (PPE) - I.T. & OFFICE EQUIPMENT OF REGIONAL REHABILITATION CENTER FOR YOUTH (RRCY) RESIDENTIAL CARE FACILITY

This contract made on the ____ day of 29 DEC 2020 2020 between

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by its Regional Director, Marites M. Maristela, hereinafter referred to as the **"PROCURING ENTITY"**;

- AND -

ST. BENEDICT ENTERPRISES, a company duly registered under DTI NO. 05414926 with office address at No. #286, Lagundi, Mexico Pampanga represented by Mr. Jessie Rey N. Sotto in his capacity as Marketing Manager, hereinafter referred to as the **"SUPPLIER"**; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods, viz., **PURCHASE OF PROPERTY, PLANT & EQUIPMENT (PPE) - I.T. & OFFICE EQUIPMENT OF REGIONAL REHABILITATION CENTER FOR YOUTH (RRCY) RESIDENTIAL CARE FACILITY** and has accepted a Bid by the Supplier for the supply of those goods in the sum of FIFTY-FIVE THOUSAND NINE HUNDRED NINETY-FIVE PESOS ONLY (P55,995.00) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions indicated in the Bidding Documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements and the Technical Specifications;
- (c) the DSWD FO III Philgeps Posting with Reference No. 278543;
- (d) the DSWD FO III BAC Resolution Nos. 2020-1203N;
- (e) the General Conditions of Contract;
- (f) the Special Conditions of Contract; and
- (g) the Procuring Entity's Notification of Award and Proceed

3. In consideration of the payments to be made by the **"PROCURING ENTITY"** to the **"SUPPLIER"** as hereinafter mentioned, the **"SUPPLIER"** hereby covenants with the **"PROCURING ENTITY"** to provide the goods in terms of quantity and quality as stipulated herein in consonance with the agreements in the pertinent documents found in Section (2) hereof and to replace defects therein in conformity in all respects with the provisions indicated in the Bidding Documents.

4. The "**PROCURING ENTITY**" hereby covenants to pay the "**SUPPLIER**" in consideration of the provision of the goods a one-time payment of the Contract Price after the Inspection and Acceptance of the goods delivered.

4. The "**SUPPLIER**" subject to the provisions of the preceding section agrees to pay a penalty of one-tenth of one percent (0.01) of the cost of the unperformed portion for every day of delay in the event of any failure to deliver the required product(s) within the time called for in the same order and no approved extension of agreement granted by the "**PROCURING ENTITY**",

6. WARRANTY AND AFTER SALES SERVICE

The "**SUPPLIER**" agrees to ensure:

a) The brand has at least one (1) year warranty for the hardware. In case of faulty item and/or hidden defects, a corresponding replacement is provided within agreed quality standards without added cost to the "**PROCURING ENTITY**";

b) The brand especially for hardware and equipment, is a known international brand name which is being sold and marketed continuously in the Philippines for the last ten (10) years with a service center where the "**SUPPLIER**" can directly access.


7. The "**PROCURING ENTITY**" shall have the right to terminate this agreement if the "**SUPPLIER**" is willfully violating any of the material conditions, stipulations and covenants of this agreement. Unresolved issues or questions that will surface in the course of this procurement will be resolved in conformity with the IRR of RA 9184 and other pertinent laws and regulations.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For:
DEPARTMENT OF SOCIAL
WELFARE AND DEVELOPMENT
FIELD OFFICE III:


MARITES M. MARISTELA, CESO III
Regional Director

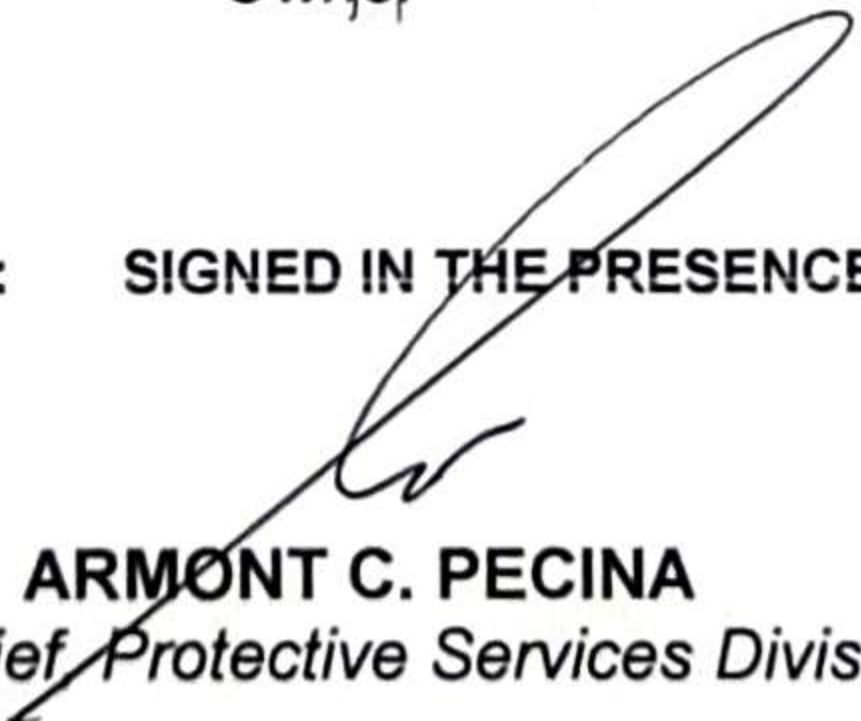
For:
ST. BENEDICT ENTERPRISES


JESSIE REY N. SOTTO
Owner

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ANGELICA T. LAFUENTE
Regional Accountant

SIGNED IN THE PRESENCE OF:


ARMONT C. PECINA
Chief Protective Services Division

ACKNOWLEDGMENT

Republic of the Philippines)
Province of _____) s.s.
City of CITY OF SAN FERNANDO PAMPANGA


BEFORE ME this _____ day of 29 DEC 2020 at the City of _____,
CITY OF SAN FERNANDO PAMPANGA in the Philippines personally appeared:

| NAME | COM. TAX CERTIFICATE NO./ID DETAILS | ISSUED ON/ISSUED AT |
|-----------------------------------|---|----------------------------------|
| MARITES M. MARISTELA, CESO III | 90-0102 | JULY 25, 2019/Q.C. |
| JESSIE REY N. SOTTO | 1925 7169 | Jan. 5, 2021 Mexico, Pampanga |

Known to me and to me known to be the same persons who executed the foregoing contract consisting of three (3) pages including this page, for the purpose set forth therein and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

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Book No. LVI
Series of 2021


DENEESSE LOU T. CORTEZ
Notary Public
Until December 31, 2021
Notarial Commission No. 32-19 / 12/21/2021
IBP No. 035011 / 12/4/2020 / CSFP
PTR No. 2495160 B / 1/2/2020 / CSFP
Roll of Attorney's No. 59452
MCLE Compliance No. V1-00115924/15/2019-2022/Pasig City