

**CONTRACT AGREEMENT NO. 2021-08-15**

**PURCHASE OF NEW EQUIPMENT FOR AGENCY OPERATION CENTER (AOC) INCLUDING MOBILIZATION, INSTALLATION AND CONFIGURATION**

THIS AGREEMENT made on the AUG 25 2021 day of \_\_\_\_\_ 2021 between

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT REGIONAL 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 **MARITES M. MARISTELA**, in her capacity as the Regional Director, hereinafter referred to as the **"PROCURING ENTITY"**,

- AND -

**MEDIACAST DIGITAL GROUP INC.**, a company duly registered with SEC Certificate No. CS200908799, located at 60 Kundiman Street, Brgy. Paltok, SFDM, Quezon City, represented by **MR. ERIC RYAN C. TANG**, in his capacity as President, hereinafter referred to as the **"SERVICE PROVIDER"**;

**WHEREAS** the **"PROCURING ENTITY"** invited Bids for certain goods and ancillary services viz: **PURCHASE OF NEW EQUIPMENT FOR AGENCY OPERATION CENTER (AOC) INCLUDING MOBILIZATION, INSTALLATION AND CONFIGURATION** and has accepted a Bid by the Contractor for the labor and materials in the amount of **Two Million One Hundred Nineteen Thousand Nine Hundred Ninety-Nine Pesos and 52/100 ( P2,119,999.52)**. (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 of Contract referred;
2. The following documents shall be deemed to form as integral part of this Agreement 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. 7738856;
  - (d) the DSWD FO III BAC Resolution No. 2021-07-01-02;
  - (e) the Supplemental Bid Bulletin No. 2021-06-02;
  - (f) the TWG Reports;
  - (e) the General Conditions of Contract;
  - (f) the Special Conditions of Contract; and
  - (g) the Procuring Entity's Notification of Award and Proceed
3. The **"SERVICE PROVIDER"** hereby agrees to deliver the items including Mobilization, Installation and Configuration to the **"PROCURING ENTITY"** as requested by Purchase Request in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each item in the Price Schedule in Annex "A", based on the Technical Specifications outlined in Annex "B" and in line with the delivery schedule outlined by each Purchase Request;
4. The terms and conditions of this Agreement shall apply to all Purchase Requests issued under this Agreement. In case of discrepancy between the

terms and conditions of the Purchase Request and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail;

5. The **"PROCURING ENTITY"** hereby covenants to pay the **"SERVICE PROVIDER"** in consideration of the provision of the goods a one-time payment of the Contract Price after inspection, acceptance of the goods delivered and complete submission of all required supporting documents.

6. In consideration of the payments to be made by the **"PROCURING ENTITY"** to the **"SERVICE PROVIDER"** as hereinafter mentioned, the **"SERVICE PROVIDER"** hereby covenants with the **"PROCURING ENTITY"** to provide the items in terms of quality as stipulated herein keeping all items outlined in the Purchase Order in stock in ample/sufficient quantities at all times In consonance with the agreements in the pertinent documents found in Section (2) hereof and to remedy defects therein in conformity in all respects with the provisions indicated in the Bidding Documents. No brand modification from the item offered shall be introduced.

7. Except in inevitable circumstances, when the **"SERVICE PROVIDER"** subject to the provisions of the preceding section has accepted a contract agreement but fails to deliver the required items/product(s) within the time called for in the Purchase Order in such quantity and quality agreed, there shall be a penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay charged thereto.

#### **8. Mobilization, Installation and Configuration**

A. The audio and video discussion system should be able to integrate with the video wall controller system;

B. The audio discussion system, video wall controller and camera should be compatible with Google meet/hangouts and Skype for Business;

C. The units for the LED Wall, video controller and audio system should have atleast 2 deployment each with available Service Center in the Philippines.

#### **9. Warranties and Service Support**

The **"SERVICE PROVIDER"** must ensure at least three (3) years warranty for parts and services upon signing of the certificate of completion. Parts replacement should be within seven (7) calendar days. Delivery of replacement parts beyond the allowable period must be put in writing, through a request letter addressed to the **"PROCURING ENTITY"**

#### **10. Documentation and Deliverables**

a) The **"SERVICE PROVIDER"** shall provide a comprehensive documentation of the configuration and implementation and all other documents reflecting all works done.

#### **11. Timeline of Schedule**

Both **"PARTIES"** agreed that the implementation of this project shall be for the period of 120 calendar days upon receipt of notice to proceed which includes planning, delivery, implementation, testing and turn-over of the installed items to the **"PROCURING ENTITY"**;

12. The **"SERVICE PROVIDER"** shall be liable to the **"PROCURING ENTITY"** for any damage or loss within its premises and for such actions which directly



prejudice the integrity, efficiency and effectiveness of the **"PROCURING ENTITY"**, its operations, and its employees, caused by or due to the fault, negligence of and/or misdemeanor of the **"SERVICE PROVIDER'S"** personnel, exclusive of those arising from fortuitous events, force majeure or causes beyond the control of the personnel of the **"SERVICE PROVIDER"** except if coupled with delay or contributory negligence on the latter's part as provided for by law;

13. The **"SERVICE PROVIDER"** further warrants that the **"PROCURING ENTITY"** shall, in no case, be held answerable, accountable nor responsible for any accident, injury or death which may be suffered by any of its personnel in the course of the performance of their duties;

14. Both **"PARTIES"** understand that there shall be no employer-employee relationship between the **"PROCURING ENTITY"** and the **"SERVICE PROVIDER"**. It is expressly and clearly agreed that the personnel under this Contract shall, in no case, be considered as employees of the **"PROCURING ENTITY"** but shall remain as employees of the **"SERVICE PROVIDER"**;

15. The **"PROCURING ENTITY"** shall have the right to terminate this agreement if the **"SERVICE PROVIDER"** 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 referred to IRR of RA 9184 and other pertinent laws and regulations.

**IN WITNESS WHEREOF** the **PARTIES** hereto have caused this **AGREEMENT** 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:

**MEDIACAST DIGITAL GROUP INC.**

  
**ERIC RYAN C. TANG**  
*President*

**CERTIFIED AS TO AVAILABILITY OF FUNDS:**

**SIGNED IN THE PRESENCE OF:**

  
**ANGELICA T. LAFUENTE**  
*Regional Accountant*

  
**MELANIE M. BARNACHEA**  
*DC, Policy and Plans Division*

ACKNOWLEDGMENT

Republic of the Philippines  
Province of \_\_\_\_\_) s.s  
City of QUEZON CITY


BEFORE ME this AUG 25 2021 day of \_\_\_\_\_ at the City of QUEZON CITY in the Philippines personally appeared:

NAME	ID DETAILS	Place/Date Issued
MARITES M. MARISTELA, CESO III	90-0102	Quezon City/July 25, 2019
ERIC RYAN C. TANG		

Known to me to be the same persons who executed the foregoing contract consisting of four (4) pages including this page, for the purpose set forth therein and they acknowledge to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

DOC. NO. 129  
PAGE NO. 26  
BOOK NO. X  
SERIES OF 7021

  
ATTY. RUBEN M. AZAÑES JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
ADM. MATTER NO. NP-004 (2021-2022)  
PTR NO. 0694960/01-04-21/Q.C.  
IBP NO. 132791/11-17-20/Q.C.  
ROLL NO. 46427  
MCLE Compliance No. VI-0030360  
TIN:140-394-836-000  
Office Address: Agora, Camp Crame, Quezon City