

Contract of Agreement No. 2021-11-32

PURCHASE OF SEMI-EXPENDABLE (FURNITURE AND FIXTURES) UNDER AICS CY 2021 (LOT A)

This contract made on the ____ day of DEC 13 2021 2021 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 -

PENITON TRADING, a company duly registered under DTI No. 04772192, with office address at B1 L7 Ma. Luisa Subd., Zabarte Rd., Camarin Brgy. 177 Dist. 1 Caloocan City represented by MS. GEMMA T. PENITON in her capacity as Owner, hereinafter referred to as the **"SUPPLIER"**; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods, viz., **PURCHASE OF SEMI-EXPENDABLE (FURNITURE AND FIXTURES) UNDER AICS CY 2021** and has accepted a Bid by the Supplier for the supply of those goods in the sum of SIX HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (**P655,000.00**) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The words and expressions used in this agreement shall have the same meanings as are respectively assigned to them in the Conditions indicated in the Purchase Request and Terms of Reference 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. 8102316;
- (d) the Procuring Entity's Notification of Award and Proceed.

2. 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 remedy defects therein in conformity in all respects with the provisions indicated in the

3. 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 and submission of complete required supporting documents.

5. In case the **"SUPPLIER"** has accepted subject to the provisions of the preceding section a contract agreement but fails 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"**, 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.

6. 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.

7. Warranties

A warranty security from the **"SUPPLIER"** is required for a minimum period of one (1) year after acceptance of the **"PROCURING ENTITY"** of the delivered goods. The obligation for warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. Such amount shall only be released by the **"PROCURING ENTITY"** after the lapse of the warranty period.

The **"SUPPLIER"** must ensure that the goods being delivered are free from patent and latent defects. Any defect shall be chargeable from the warranty security and replaced within seven (7) days from receipt of notice of defects.

If the warranty security has already been exhausted, the **"SUPPLIER"** will have to pay the remaining damages.

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:
PENITON TRADING


GEMMA T. PENITON
Owner



SIGNED IN THE PRESENCE OF:

Lalaine R. De Leon
LALAIN R. DE LEON
DC, Protective Division

Republic of the Philippines)

Province of ~~QUEZON CITY~~ s.s.
City of _____

DEC 13 2021

CALOOCAN
CITY

WITNESS MY HAND AND NOTARIAL SEAL.

ATTY. LORENZO S. DANIFOL
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ROLL NO. 27779
IBP NO. 118045
PTR NO. 9668092
MCLE COMP. VI-0020790

DOC. NO. 71
PAGE NO. 14
BOOK NO. 44
SERIES OF Wm

Contract of Agreement No. 2021-11-34

PURCHASE OF SEMI-EXPENDABLE (FURNITURE AND FIXTURES WITH INSTALLATION) UNDER AICS CY 2021 (LOT B)

This contract made on the ____ day of DEC 13 2021 2021 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 -

PENITON TRADING, a company duly registered under DTI No. 04772192, with office address at B1 L7 Ma. Luisa Subd., Zabarte Rd., Camarin Brgy. 177 Dist. 1 Caloocan City represented by MS. GEMMA T. PENITON in her capacity as Owner, hereinafter referred to as the **"SUPPLIER"**; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods, viz., **PURCHASE OF SEMI-EXPENDABLE (FURNITURE AND FIXTURES WITH INSTALLATION) UNDER AICS CY 2021** and has accepted a Bid by the Supplier for the supply of those goods in the sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (**P855,000.00**) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The words and expressions used in this agreement shall have the same meanings as are respectively assigned to them in the Conditions indicated in the Purchase Request and Terms of Reference 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. 8102316;
- (d) the Procuring Entity's Notification of Award and Proceed.

2. 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 remedy defects therein in conformity in all respects with the provisions indicated in the

3. 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 and submission of complete required supporting documents.

5. In case the **"SUPPLIER"** has accepted subject to the provisions of the preceding section a contract agreement but fails 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"**, 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.

6. 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.

7. Warranties

A warranty security from the **"SUPPLIER"** is required for a minimum period of one (1) year after acceptance of the **"PROCURING ENTITY"** of the delivered goods. The obligation for warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. Such amount shall only be released by the **"PROCURING ENTITY"** after the lapse of the warranty period.

The **"SUPPLIER"** must ensure that the goods being delivered are free from patent and latent defects. Any defect shall be chargeable from the warranty security and replaced within seven (7) days from receipt of notice of defects.

If the warranty security has already been exhausted, the **"SUPPLIER"** will have to pay the remaining damages.

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

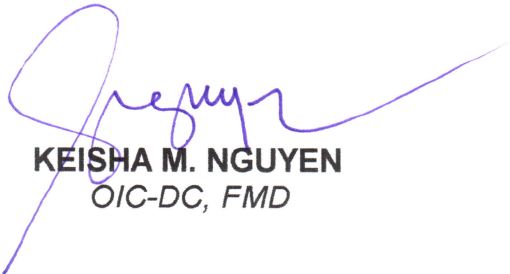
For:
PENITON TRADING


GEMMA T. PENITON
Owner



CERTIFIED AS TO AVAILABILITY OF FUNDS:

SIGNED IN THE PRESENCE OF:


KEISHA M. NGUYEN
OIC-DC, FMD


LALAIN R. DE LEON
DC, Protective Division

ACKNOWLEDGMENT

Republic of the Philippines)

Province of SUBZON CITY s.s.

City of _____

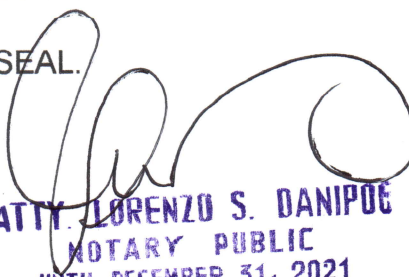
BEFORE ME this _____ day of DEC 13 2021, at the City of SUBZON CITY,
_____ in the Philippines personally appeared:

NAME	COM. TAX CERTIFICATE NO./ID DETAILS	ISSUED ON/ISSUED AT
MARITES M. MARISTELA, CESO III	90-0102	July 25, 2019/QC
GEMMA T. PENITON	N04-09-017026	2023-02-16 / Carrocan City

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.

DOC. NO. 72
PAGE NO. 10
BOOK NO. 20
SERIES OF 2021


ATTY. LORENZO S. DANIPOG
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ROLL NO. 27779
IBP NO. 118045
PTR NO. 9668092
MCLE COMP. VI-0020790

Contract of Agreement No. 2021-11-34

**PURCHASE OF SEMI-EXPENDABLE (FURNITURE AND FIXTURES WITH
INSTALLATION) UNDER AICS CY 2021 (LOT B)**

This contract made on the ____ day of DEC 13 2021 2021 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 -

PENITON TRADING, a company duly registered under DTI No. 04772192, with office address at B1 L7 Ma. Luisa Subd., Zabarte Rd., Camarin Brgy. 177 Dist. 1 Caloocan City represented by MS. GEMMA T. PENITON in her capacity as Owner, hereinafter referred to as the **"SUPPLIER"**; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods, viz., **PURCHASE OF SEMI-EXPENDABLE (FURNITURE AND FIXTURES WITH INSTALLATION) UNDER AICS CY 2021** and has accepted a Bid by the Supplier for the supply of those goods in the sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (P855,000.00) (hereinafter called "the Contract Price").

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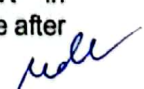
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the Inspection and Acceptance of the goods delivered and submission of complete required supporting documents.

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6. 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.

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If the warranty security has already been exhausted, the **"SUPPLIER"** will have to pay the remaining damages.

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

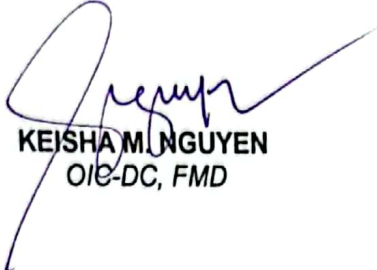
For:
PENITON TRADING


GEMMA T. PENITON
Owner



CERTIFIED AS TO AVAILABILITY OF FUNDS:

SIGNED IN THE PRESENCE OF:


KEISHA M. NGUYEN
OIC-DC, FMD


LALAIN R. DE LEON
DC, Protective Division

ACKNOWLEDGMENT

Republic of the Philippines)

Province of QUEZON CITY s.s.

City of _____

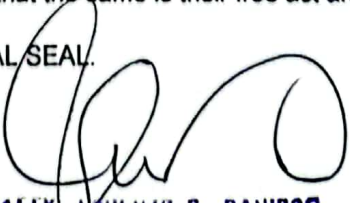
BEFORE ME this DEC 13 2021 day of QUEZON CITY,
_____ in the Philippines personally appeared:

NAME	COM. TAX CERTIFICATE NO./ID DETAILS	ISSUED ON/ISSUED AT
MARITES M. MARISTELA, CESO III	90-0102	July 25, 2019/QC
GEMMA T. PENITON	Nat-09-017026	2023-02-16 / CALOOCAN CITY

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.

DOC. NO. 72
PAGE NO. 10
BOOK NO. 581
SERIES OF 404


ATTY. LORENZO S. DANIPOG
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ROLL NO. 27779
IBP NO. 118045
PTR NO. 9668092
MCLE COMP. VI-0020790