

Contract of Agreement No. 2022-02-07

PURCHASE OF TARPAULIN THAT WILL FEATURE THE REGIONAL AND NATIONAL EVENTS AND CELEBRATIONS, ADVOCACY CAMPAIGNS AND CONGRATULATORY GREETINGS AS A FORM OF PROMOTION

MAR 03 2022

This contract made on the ___ day of _____ 2022 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 -

FIRST GENERATION PRINTING SERVICES a company duly registered under DTI No. 1228320 with office address at Galaxy Plaza Event Center, Valdez, Floridablanca, Pampanga represented by Mr. Jayson A. Sumang in his capacity as Authorized Representative, hereinafter referred to as the **"SUPPLIER"**; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods and services, viz., **PURCHASE OF TARPAULIN THAT WILL FEATURE THE REGIONAL AND NATIONAL EVENTS AND CELEBRATIONS, ADVOCACY CAMPAIGNS AND CONGRATULATORY GREETINGS AS A FORM OF PROMOTION** and has accepted a Bid by the Supplier for the supply of those services in the sum of **SEVENTY-SIX THOUSAND FIVE HUNDRED PESOS ONLY (P76,500.00)** (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. 8437215;
 - (d) the Procuring Entity's Notification of Award and Proceed.

3. The **"SUPPLIER"** hereby agrees to supply the goods/services to **"PROCURING ENTITY"** on a "need arises" basis in accordance with the following specifications:

A. Sets of **TARPAULIN** materials in such size/dimension (LXW) indicated in the pertinent Purchase Order (PO) until December 2022 or until such time that the total size of 5,100 sq. foot has been fully consumed;

B. Each tarpaulin must be of:

- Full Color
- Glossy Finish
- With eyelets in the corners
- thickness: 15 oz

in conformity with par. 2(b) hereof;

C. Printing of tarpaulin is on-demand or as need arises basis;

D. The tarpaulin material(s) shall be delivered at least 3 days prior the intended use of material or on the agreed delivery date whichever comes earlier;

E. Expenses incurred in excess of the approved budget, if any will be processed and paid off separately.

4. 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 and rectify any deviation from agreements herein in conformity in all respects with the provisions indicated in the Technical Specifications. The **"SUPPLIER"** ensures that all the supplies being delivered are free from any defects. Any defect shall be replaced within 2 days from receipt of notice of defect

5. The **"PROCURING ENTITY"** hereby covenants to pay the **"SUPPLIER"** on a monthly basis in such amount corresponding to the tarpaulin materials ordered at Php 20.00 per square foot after submission of complete documents required for payment collection.

6. The **"SUPPLIER"** subject to the provisions of the preceding section agrees to pay a penalty of one-tenth of one percent (0.001) 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"**,

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:

For:
FIRST GENERATION
PRINTING SERVICES


MARITES M. MARISTELA, CESO III
Regional Director


JAYSON A. SUMANG
Authorized Representative

CERTIFIED AS TO AVAILABILITY OF FUNDS:

SIGNED IN THE PRESENCE OF:


ANGELICA T. LAFUENTE
Regional Accountant


REINER L. GROSPE
Section Head, SMU

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of City of San Fernando, Pampanga
City of _____

MAR 03, 2022

BEFORE ME this _____ day of _____ at the City of
City of San Fernando, Pampanga in the Philippines personally appeared:

NAME	COM. TAX CERTIFICATE NO.	ISSUED ON/ISSUED AT
MARITES M. MARISTELA, CESO III		
JAYSON A. SUMANG		

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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DANIELLE SIGEREID R. CORPUZ
Commission No. 0459-20
Notary Public
Valid Dec. 31, 2022
Roll No. 62547
Notary No. W-0018820 / 0-00-10
PRT No. 323300-114/2012/0000
Notary No. 1272020001