

Contract of Agreement No. 2022-07-28

PURCHASE OF PRE-PACKED PPE KITS FOR THE USE OF DSWD FO III RESPONSE TO THE COVID-19 PANDEMIC

This contract made on the ___ day of AUG 08 2022 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 -

The **CRED GENERAL TRADING** a company duly registered under SEC/DTI NO. 1741589 with office address at Blk. 19 Lot 7-16, Fiesta Homes, Malpitic, City of San Fernando Pampanga represented by Mr. Danielito S. Ramirez Jr. in his capacity as Owner, hereinafter referred to as the **"SUPPLIER"**; (collectively, the "Parties")

WHEREAS the Procuring Entity invited Bids for certain goods, viz **PURCHASE OF PRE-PACKED PPE KITS FOR THE USE OF DSWD FO III RESPONSE TO THE COVID-19 PANDEMIC** and has accepted a Bid by the Supplier for the supply of those goods in the sum of ONE MILLION FOUR HUNDRED FIVE THOUSAND SIX HUNDRED TEN PESOS ONLY (PHP1,405,610.00) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

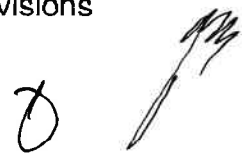
1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions indicated in the Bidding Documents referred to.

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. 8768286;
- (d) the TWG Reports; and
- (f) 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 remedy 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 and submission of complete required supporting documents.

5. When the "**SUPPLIER**" subject to the provisions of the preceding section has accepted 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 charged thereto.

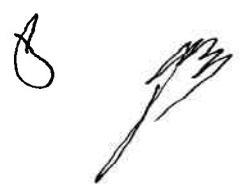
6. The "**PROCURING ENTITY**" shall have the right to terminate this agreement if the "**SUPPLIER**" is willfully violating any of the material conditions, stipulations and covenants of this agreement. Unresolved issues or questions that will surface in the course of this procurement will be resolved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

7. **Handling and Packaging.** In relation to Section 2 hereof, the "**SERVICE PROVIDER**" undertakes to observe proper handling and delivery practices in order to ensure product quality and likewise commit that NO items with damage and such other deformation or degradation of product quality as a result of improper handling and weak packaging shall be delivered.

8. **Warranty and Replacement.** A warranty security from the "**SUPPLIER**" shall be required for a minimum period of three (3) months. 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. The said amounts shall only be released after the lapse of the warranty period thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

The "**SUPPLIER**" ensures that all the supplies being delivered are free from any defects. Any defect shall be chargeable from the warranty security and replaced within 15 days from receipt of notice of defect.

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:

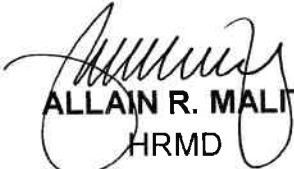
CRED GENERAL TRADING


DANIELITO S. RAMIREZ JR.
Owner

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ANGELICA T. LAFUENTE
Regional Accountant

SIGNED IN THE PRESENCE OF:


ALLAIN R. MALIT
HRMD

ACKNOWLEDGMENT

Republic of the Philippines

Province of _____) s.s

City of City of San Fernando, Pampanga

BEFORE ME this _____ day of AUG 08 2022 at the City of City of San Fernando, Pampanga in the Philippines personally appeared:

NAME	ID DETAILS	Place/Date Issued
MARITES M. MARISTELA, CESO III	90-0102	Quezon City/July 25, 2019
DANIELITO S. RAMIREZ JR.		

Known to me 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 acknowledge to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

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Page No: 37
Book No: LXXXIX
Series of 20: 22


DANIELLE SIGFREDO R. CORPUS
Commission No. 0459-20
Notary Public
Until Dec. 31, 2022
Roll No. 62547
MCLE No. VI-0019920/3-20-19
PTR No. 323350 - 1-4-2022-Pampanga
BSP # 098856 12/26/2019