

Contract of Agreement No. 2022-09-39

DELIVERY AND RECHARGING/REFILLING OF FIRE EXTINGUISHER OF DSWD FO III, DSWD PROVINCIAL EXTENSION OFFICE AND CENTERS AND INSTITUTIONS

This contract made on the SEP 15 day of 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 OIC - Regional Director, Venus F. Rebuldela, hereinafter referred to as the "**PROCURING ENTITY**";

- AND -

DACRISDEEK ENTERPRISES, with office address at #69 Vallarta St. Pulong Munti, San Isidro, Nueva Ecija represented by MS. IRMA F. BULALAKAW in her capacity as General Manager, hereinafter referred to as the "**SUPPLIER**"; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods, viz **DELIVERY AND RECHARGING/REFILLING OF FIRE EXTINGUISHER OF DSWD FO III, DSWD PROVINCIAL EXTENSION OFFICE AND CENTERS AND INSTITUTIONS** and has accepted a Bid by the Supplier for the supply of those goods in the sum of SEVEN HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED FIFTY-SIX PESOS ONLY (P765,556.00) (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/Terms of Reference;
 - (c) the DSWD FO III PhilGEPS Posting with Reference No. 8873067;
 - (d) the Supplemental Bid Bulletin No. 2022-08-02;
 - (e) 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.

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. **Warranty and Replacement.** A warranty security from the "**SUPPLIER**" shall be required for a minimum period of one (1) year. 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 7 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


VENUS F. REBULDELA
OIC - Regional Director

For:

DACRISDEEK ENTERPRISES


IRMA F. BULALAKAW
General Manager

CERTIFIED AS TO AVAILABILITY OF FUNDS: SIGNED IN THE PRESENCE OF:


ANGELICA T. LAFUENTE
Regional Accountant


RAYMUND VINCENT A. PANLILIO
Section Chief - GSS

ACKNOWLEDGMENT

Republic of the Philippines
Province of City of San Fernando, Pampanga s.s
City of _____


BEFORE ME this SEP 15 2022 day of _____ at the City of
City of San Fernando, Pampanga in the Philippines personally appeared:

| NAME | ID DETAILS | Place/Date Issued |
|--------------------|------------|-------------------|
| VENUS F. REBULDELA | | |
| IRMA F. BULALAKAW | | |

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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Atty. Paul E. Villarosa
Notarial Commission No. 20-22
City of San Fernando, Pampanga
Valid Until Dec 31, 2023
Roll No. 70367
PTR No. AC-1750-01-03-2022
IBF Membership No. _____
MCLE Compliance No. VII-0008770
Valid Until April 14, 2025