

Contract of Agreement No. 2022-06-23

PURCHASE OF OFFICE AND CONSUMABLES SUPPLIES FOR TWO (2) MONTHS USE OF PROGRAMS/OFFICES FOR CY 2022 - LOT II

This contract made on the ____ day of JUN 27 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 -

OFFICE EDGE ENTERPRISE a company duly registered under DTI No. 05493604 with office address at Del Corro St. San Lorenzo, Gapan City, Nueva Ecija represented by Ms. Adriana P. Tan in her capacity as Owner/Manager, hereinafter referred to as the **"SUPPLIER"**; (collectively, the "Parties").

WHEREAS the **"PROCURING ENTITY"** invited Bids for certain goods, viz., **PURCHASE OF OFFICE AND CONSUMABLES SUPPLIES FOR TWO (2) MONTHS USE OF PROGRAMS/OFFICES FOR CY 2022 – LOT II** and has accepted a Bid by the Supplier for the supply of those goods in the sum of ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED TWENTY-ONE PESOS ONLY (Php 1,169,421.00) (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. 8707529;
- (d) the TWG Reports;
- (e) Supplemental Bid Bulletin No. 2022-06-01;
- (e) the Procuring Entity's Notification of Award and Proceed

3. The **"SUPPLIER"** hereby agrees to supply the Goods to **"PROCURING ENTITY"** when 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 **"SUPPLIER"** 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 **"SUPPLIER"** as hereinafter mentioned, the **"SUPPLIER"** hereby covenants with the **"PROCURING ENTITY"** to provide the goods 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 **"SUPPLIER"** 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. 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.

9. **Handling and Packaging.** In relation to Section 2 hereof, the **"SUPPLIER"** undertakes to observe proper handling and delivery practices in order to ensure product quality and likewise commit that NO items nor goods with damage, dents, cracks, tears, leaks, spills, open or soiled packages, unnecessary moisture and such other deformation or degradation of product quality as a result of improper handling and weak packaging shall be delivered.

10. **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 (seven) 7 working 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**

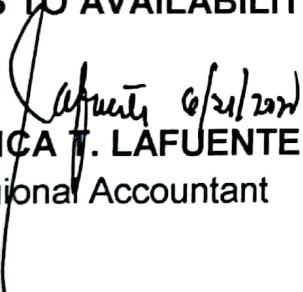

MARITES M. MARISTELA, CESO III
Regional Director

For:

OFFICE EDGE ENTERPRISE


ADRIANA P. TAN
Owner/Manager

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ANGELICA T. LAFUENTE
Regional Accountant

SIGNED IN THE PRESENCE OF:


ARMONT C. PECINA
DC-Administrative Division

ACKNOWLEDGMENT

Republic of the Philippines

Province of _____) s.s

City of CABANATUAN CITY


BEFORE ME this _____ day of JUN 27 2022 at the City of CABANATUAN CITY in the Philippines personally appeared:

NAME	ID DETAILS	Place/Date Issued
MARITES M. MARISTELA, CESO III	90-0102	Quezon City/July 25, 2019
ADRIANA P. TAN	20151-APT01998 -0-PM3	QUEZON CITY/OCTOBER 22 2021

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. 443
PAGE NO. 89
BOOK NO. 7
SERIES OF 20 12


ATTY. FELICISIMO C. VILLAFIOR
Notary Public
VALID UNTIL DECEMBER 31, 2022
ATTORNEY'S ROLL No. 27539
PTR No. 1591822 / 12-27-2021
No. 0286335-SC EP / 12-15-2020
MCLE COMPLIANCE NO. VI 0006551
NOTARIAL COMMISSION NO. 03-2021
CABANATUAN CITY, NUEVA ECIA
IBP No. 136265 / 12-21-2020