

CONTRACT OF AGREEMENT
PROCUREMENT OF DISINFECTANT TABLETS (BATCH 2)

KNOW ALL MEN BY THESE PRESENTS:

That this **CONTRACT OF AGREEMENT** made and entered into by and between;

The **BUREAU OF FIRE PROTECTION**, a government agency created by virtue of DILG Act of 1990 with office address at BFP National Headquarters Building, Brgy. Bagong Pag-asa, Agham Road, Quezon City represented herein by its **Chief BFP, DIRECTOR JOSE SEGUNDO EMBANG JR, DSC**, who is authorized to represent and bind said office in this Contract, hereinafter referred to as the **FIRST PARTY**.

and

LUZON QUICK-SERVE TRADING CORP., a business entity duly organized under the laws of the Philippines with principal business address at **Palindan Street, Brgy Palindan, Ibaan, Batangas**, represented herein by **MS. RINALYN A. DE HITTA**, to act for and in behalf of the company, herein referred to as the **SECOND PARTY**.

WITNESSETH THAT:

WHEREAS, a Request for Quotation (RFQ) for the Procurement of Disinfectant Tablets (Batch 2) in the amount of **One Hundred Twenty Nine Thousand Eight Hundred Pesos (Php129,800.00)** was sent to an identified supplier, legally, financially, and technically capable to provide the supplies needed;

WHEREAS, the **SECOND PARTY** is willing to deliver the items as stated in its quotation form amounting to **One Hundred Twenty Nine Thousand Eight Hundred Pesos (Php129,800.00)** and comply with the requirements of the **FIRST PARTY**;

WHEREAS, the **FIRST PARTY** approved Alternative Methods of Procurement Committee Resolution No 2020-NP- EMERGENCY CASES-007A dated 24th of March 2020, recommending the award for the Procurement of Disinfectant Tablets (Batch 2) under Negotiated Emergency Cases Procurement to the **SECOND PARTY**;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed to the following terms and conditions:

ARTICLE I – SCOPE OF CONTRACT

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **FIRST PARTY** and the **SECOND PARTY**;

2. The submitted documents, purchase request and request for quotation form shall be made as integral part of this contract, hereto attached;

ARTICLE II – CONTRACT PRICE

1. As a consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SECOND PARTY** under this contract the **FIRST PARTY** shall pay to the **SECOND PARTY** the total contract price of **One Hundred Twenty Nine Thousand Eight Hundred Pesos (Php129,800.00)** for the Procurement of Disinfectant Tablets (Batch 2); and

2. All fees, taxes and other similar charges, imposed by the Philippine Government shall be on the account of the **SECOND PARTY**;

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ARTICLE III – OBLIGATION OF THE PARTIES

1. The **SECOND PARTY** shall deliver the goods within three (3) calendar days after receipt of Notice to Proceed (NTP) at SPAS, BFP-NHQ Annex Building, Agham Rd., Brgy. Bagong Pag-asa, Quezon City;

2. The **FIRST PARTY** shall pay the **SECOND PARTY** the entire amount of the contract price only after full performance of the latter's obligation and after final inspection and acceptance of the delivered Disinfectant Tablets (Batch 2);

ARTICLE IV - FORCE MAJEURE

1. The **SECOND PARTY** shall not be in default under this contract for any delay in the PROJECT caused by force majeure or fortuitous event, provided that the **SECOND PARTY** informs the **FIRST PARTY** in writing of such delay within ten (10) days after the cause of occurrence of the delay. Upon receipt of such notice of delay, the **FIRST PARTY** shall promptly ascertain the facts and the extent of the delay. The **FIRST PARTY's** decision shall be binding upon the **SECOND PARTY**;

2. No extension of time shall be granted to the **SECOND PARTY** if notice of delay is made after the expiration of the delivery as provided under this Contract;

ARTICLE V - PENALTY CLAUSE

1. In case the **SECOND PARTY** fails to effect the Project without any fault on the part of the **FIRST PARTY** an amount equivalent to one tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the **SECOND PARTY** or levied upon the performance bond;

ARTICLE VI - ARBITRATION

1. Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between parties thereto, shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

ARTICLE VII - EFFECTIVITY

1. This Contract shall become fully effective and binding on the date this Contract is signed by both parties.

IN WITNESS WHEREOF, the Parties hereby affix their signatures on this
MAR 24 2020 at Quezon City, Philippines.

FIRST PARTY:


JOSE SEGUNDO EMBANG JR
FIRE DIRECTOR (DSC)
Chief, BFP

SECOND PARTY:


RINALYN A DE HITTA
LUZON QUICK-SERVE TRADING CORP.

Signed in the presence of:

[Handwritten Signature]

Signature over printed name

Signature over printed name

[Handwritten Signature]

Signature over printed name

Signature over printed name

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) ss.

x-----x

BEFORE ME this MAR 24 2020 personally appeared the following contracting parties namely:

DIRECTOR JOSE SEGUNDO EMBANG JR BFP ID NO E85007 Expiry Date Sept 1, 2023

RINALYN A. DE HITTA

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract, consists of three (3) pages including this page, is signed by the parties and their witnesses on each and every page thereof. This refers to Procurement of Disinfectant Tablets (Batch 2) by **LUZON QUICK-SERVE TRADING CORP.**

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

[Handwritten Signature]
ATTY. MARIANNE G. BERNARDINO
NOTARY PUBLIC

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Series of 2020

[Handwritten mark]



Republic of the Philippines
 Department of the Interior and Local Government
BUREAU OF FIRE PROTECTION
NATIONAL HEADQUARTERS
 Agham Road, Barangay Bagong Pag-asa, Quezon City
 Telefax Number: (02) 426-9537
 Email Address: bfpnhq_dl_smd@yahoo.com



PURCHASE ORDER

Supplier: LUZON QUICK-SERVE TRADING CORP.	P.O. No. LPO-20-03-0016
Address: Palindan St., Brgy Palindan, Ibaan, Batangas City	Date: MAR 24 2020
TIN: _____	Mode of Procurement: NP-EMERGENCY CASES


Gentlemen:
 Please furnish this office articles subject to the terms and conditions contained herein:

Place of Delivery : SPAS, BFP-NHQ Annex Building, Agham Road, Brgy Bagong Pag-asa, Quezon City	Delivery Terms Within Three (3) days after receipt of NTP
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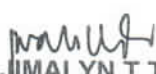
Stock No.	Unit	Description	Quantity	Unit Price	Amount
PROCUREMENT OF DISINFECTANT TABLETS (BATCH 2)					
1	jars	Multipurpose Disinfectant Tablets (KLORSEPT 100's/jar) Appearance: White Tablet Chem Formula: C3HCl2N3O3.Na Contains: NaDCC or Sodium Dichloroisocyanurate Solubility: Completely soluble in water Dissolution: Clear solution with faint chlorine odor	38	2,200.00	83,600.00
2	jars	Multipurpose Disinfectant Tablets with Detergent (KLORKLEEN 150's/jar) Appearance: White Tablet Chem Formula: C3HCl2N3O3.Na Contains: NaDCC or Sodium Dichloroisocyanurate Solubility: Completely soluble in water Dissolution: Clear solution with faint chlorine odor	21	2,200.00	46,200.00
-x-x-x-x-x-x-nothing follows-x-x-x-x-x-x-					
(Total Amount in Words)		One Hundred Twenty Nine Thousand Eight Hundred Pesos Only		TOTAL>>	129,800.00

In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours

Conforme: 
Rinalyn A. De Hita
 Signature over Printed Name of Supplier
March 24, 2020
 Date


JOSE SEGUNDO EMBANG JR
 DIRECTOR (DSC)
 Chief, BFP
 Authorized Official

Funds Available:  CINSP JIMALYN T TOLLEDO Chief, Accounting Services, BFP - NHQ	OBR No. _____ Amount _____
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