

**CONTRACT OF AGREEMENT
PROCUREMENT OF JANITORIAL SUPPLIES**

KNOW ALL MEN BY THESE PRESENTS:

That this Contract of Agreement made and executed by and between;

The **BUREAU OF FIRE PROTECTION (BFP)** an agency under the reorganized Department of the Interior and Local Government (DILG) with office address at 145 Union Square Condominium, 15th Avenue, Cubao, Quezon City, represented by **DIRECTOR ROLANDO M BANDILLA JR, CESO IV**, Chief, BFP herein referred to as the **FIRST PARTY**;

AND

RICH RIVER COMMERCIAL, a corporation duly organized under the existing law of the Philippines, with business address at 18K One Orchard Road, Condominium Tower 2, 1 Orchard Road, Eastwood City, Bagumbayan, Quezon City represented by **MR. ROBERTO A. LOPEZ** to act for and in behalf of the corporation, herein referred as the **SECOND PARTY**.

WITNESSETH THAT:

WHEREAS, on May 11 and 12, 2011, the Director for Logistics endorsed to the BAC for appropriate action the consolidated program for the procurement of common office supplies and equipment that are not available at DBM-PS based on the approved Purchase Requests (PR) which includes the first semester procurement of Janitorial Supplies in the amount of Twenty Two Thousand Four Hundred Eighty Nine and 50/100 Pesos (Php22,489.50);

WHEREAS, the **FIRST PARTY** approved BFP Bids and Awards Committee (BAC) Resolution No 2011-ASM-26.6A dated 26th day of July 2011, recommending the award for the first semester procurement of Miscellaneous Supplies to the **SECOND PARTY**;

WHEREAS, the **SECOND PARTY** is willing to deliver the items as stated in its bid offer and comply with the requirements of the **FIRST PARTY**;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

ARTICLE I – SCOPE OF CONTRACT

1. The **SECOND PARTY** binds itself to deliver the aforesaid items within seven (7) calendar days upon receipt of Notice to Proceed from the **FIRST PARTY**, BFP National Headquarters, 145 Union Square Condominium, 15th Avenue, Cubao, Quezon City, Philippines;
2. The technical specifications, after sales report, conditions of the contract, purchase request and bid documents shall be made as integral part of this contract.

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 Twenty Two Thousand Four Hundred Fifty Eight Pesos (Php22,458.00) for the first semester procurement of Janitorial Supplies; and
2. All fees, taxes and other similar charges, imposed by the Philippine Government on the procurement of Janitorial Supplies shall be on the account of the **SECOND PARTY**.

ARTICLE III – TERMS AND PAYMENTS

1. The duty performance shall be rendered by the SECOND PARTY within a period of seven calendar days upon receipt of Notice to Proceed at BFP National Headquarters 145 Union Square Condominium, 15th Avenue, Cubao, Quezon City, Philippines;

2. The full amount of the total contract price shall be paid by the FIRST PARTY payable in favor of the SECOND PARTY, only after the final inspection and acceptance of the PROJECT;

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 schedule of said delivery as provided in this Contract.

ARTICLE V - PENALTY CLAUSE

In case the SECOND PARTY fails to effect the PROJECT in accordance with Article IV hereof 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 for 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

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;

IN WITNESS WHEREOF, the Parties hereby affix their signatures on this _____ 2011 at Quezon City, Philippines.

FIRST PARTY:

SECOND PARTY:

Approved by:

ROLANDO M BANDILLA JR., CESO IV
Director, BFP

MR. ROBERTO A. LOPEZ

Signed in the presence of:

Signature over printed name

Signature over printed name

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) ss.
x-----x

AUG 09 2011

Personally appeared before me this _____ day of _____ 2011 at Quezon City, Philippines, the contracting parties:

Name:	CTC No.	Issued at:	Issued on:
DIRECTOR ROLANDO M BANDILLA JR	<u>20099380</u>	<u>Feb 10, 2011</u>	<u>Quezon City</u>
MR. ROBERTO A. LOPEZ	<u>24933758</u>	<u>Feb 16, 2011</u>	<u>Quezon City</u>

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

This Contract consist of three (3) pages including this page is signed by the parties and their witnesses on each and every page thereof. This refers to the first semester procurement of Janitorial Supplies to Rich River Commercial.

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

Book No. 74
Page No. 11
Doc No. 77
Series of 2011

ATTY. JOEL G. GORDOLA
NOTARY PUBLIC
NOTARIAL COMMISSION NO. NP-052
COMMISSION EXPIRES DEC. 31, 2011
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IBP NO. 77 (05-11-2006-000)
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