



Department of National Defense
PHILIPPINE VETERANS AFFAIRS OFFICE
Veterans Compound
Camp General Emilio Aguinaldo
Quezon City

CA-11-2018

Ordering Agreement

**SUPPLY AND DELIVERY OF PLAQUES AND MEDALLIONS
FOR CY 2018**

KNOW ALL MEN BY THESE PRESENTS:

This Ordering Agreement, hereinafter referred to as Agreement, is made and entered into by and between:

PHILIPPINE VETERANS AFFAIRS OFFICE (PVAO), Camp General Emilio Aguinaldo, Quezon City, represented by LTGEN ERNESTO G CAROLINA AFP RET (hereinafter called the "Entity");

- and -

REY DEALA METAL CRAFT of 167 Miguelin St., Sampaloc, Manila represented by MR. REYNALDO M. DEALA (hereinafter called the "Supplier");

WITNESSETH THAT

WHEREAS, PVAO, through the Bids and Awards Committee, published through the PHILGEPS website, PVAO website together with the posting of notice within the premises of PVAO, an Invitation to Bid for Supply and Delivery of Plaques and Medallions for CY 2018;

WHEREAS, the SUPPLIER, in response to said publication, has presented and warranted that it has the facility, equipment, and personnel, while being capable, competent, and duly licensed to service the PVAO in accordance with the requirements and specifications of the latter;

WHEREAS, in accordance with the rules and regulations, the required bidding process was undertaken by the Bids and Awards Committee and the SUPPLIER has participated therein and has been adjudged as the Lowest Calculated and Responsive Bidder that passed the post-qualification process;

WHEREAS, on the basis of the foregoing representations and warranties by the SUPPLIER, PVAO has awarded the contract for the Supply and Delivery of Plaques and Medallions for CY 2018 to herein SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms, conditions, covenants, and undertaking hereafter set forth, the parties hereto agree as follows;

SCOPE OF THE AGREEMENT

1. This Agreement grants PVAO the option to buy the items as herein described from the SUPPLIER when the need arises;
2. The total contract price as provided herein represents the maximum aggregate amount of all executed or issued Purchase Orders from PVAO;
3. In no case shall the aggregate amount of all Purchase Order issued exceed the total contract price;

4. For purpose of ordering, when the need arises, PVAO shall issue Purchase Order addressed to the SUPPLIER, specifying thereon the necessary description of the items ordered, its corresponding quantity and amount;

5. However, this Agreement does not bind PVAO to issue the aforesaid Purchase Order or any future contracts.

CONSIDERATION OF THIS AGREEMENT

6. For the option granted by the SUPPLIER to PVAO to place future contracts or make orders, PVAO, hereby undertakes to pay the amount of ONE PESO (P 1.00), as the full and total consideration of this Agreement.

OBLIGATION OF CONTRACTOR

7. The SUPPLIER, upon receipt of Purchase Order shall deliver within seven calendar days;

8. It is hereby understood that all items delivered shall be in good condition;

9. It is also hereby agreed between PVAO and the SUPPLIER that all equipment, tools, materials, and/or supplies required or used shall be borne solely by and at the cost of the SUPPLIER;

10. Workmanship, material quality and service to be rendered shall be of the best known to the trade.

TOTAL CONTRACT PRICE

11. The total contract price shall be in the amount of **SEVEN HUNDRED NINETY EIGHT THOUSAND TWO HUNDRED EIGHTY TWO PESOS (P 798,282.00)** only, in Philippine Currency, representing obligated amount for the SUPPLIER for all products and services rendered and for the full, faithful and complete performance of all the work/products/services under this Contract.

12. The total contract price as above cited shall be based on the breakdown of items/goods provided by the SUPPLIER and the corresponding contract rate as hereinafter agreed upon as shown as follows, to wit:

Item No.	Description	Quantity	Unit Cost	TOTAL
1	Wooden Plaque with wooden case	31 pieces	P 2,247.00	P 69,657.00
2	Acrylic Plaque "Sandwich" with Hard Carton Box	12 pieces	P 1,820.00	P 21,840.00
3	Scroll Plaque with Carton Box	230 pieces	P 1,369.00	P 314,870.00
4	Scroll Plaque with Kagitingan Logo with Carton Box	75 pieces	P 1,369.00	P 102,675.00
5	Plaque, Glass/Acrylic with Carton Box	20 pieces	P 1,412.00	P 28,240.00
6	Acrylic Medallion with Carton box	300 pieces	P 800.00	P 240,000.00
7	Acrylic Medallion with Kagitingan Logo, U-shaped w/ Carton box	30 pieces	P 700.00	P 21,000.00

13. The total contract price is subject to actual usage or availment of PVAO and should the total contract price not be fully consumed or expended by PVAO upon expiration of this Agreement, then PVAO shall be liable and obligated only to pay the corresponding amount consumed or expended.

14. All payments made by PVAO to the SUPPLIER shall form part of the contract price.

PAYMENT

15. Payment by PVAO shall be made upon completion of a Purchase Order or at the option of the SUPPLIER to be paid lump sum of all completed Purchase Order, subject to accounting and auditing rules and regulations.

PERIOD OF CONTRACT

16. The term of this Agreement shall commence from March to December 2018 or until the total contract price be fully consumed or expended by PVAO, whichever comes first.

17. All purchase orders issued within the term of this Agreement shall be honored by the SUPPLIER and subject to all terms and conditions of this Agreement, together with the terms and conditions of the Purchase Orders which shall be issued subsequently, as referred to Paragraph 21 of this Agreement.

ISSUANCE OF PURCHASE ORDER

18. Based upon its need, the PVAO shall, from time to time, within the period of this Agreement, issue Purchase Order/s addressed to the SUPPLIER.

19. PVAO shall ensure receipt of the same by the SUPPLIER.

20. It is hereby understood the perfection of the actual procurement contract shall be reckoned from the execution and issuance of the Purchase Order.

21. It is hereby warrants that the execution and issuance of the Purchase Order are all in accordance with the rules and guidelines governing implementation of procurement contracts under RA 9184 in relation to its implementing rules and regulations.

INDEPENDENT CONTRACTOR

22. It is expressly understood that the employee of the SUPPLIER are in no way employees of the PVAO, and as such PVAO shall not be responsible for any claim for personal injury or damages, including death caused either to any said employees of the SUPPLIER, and this contract shall not be construed to constitute contract of employment by and between PVAO and any of the men hired or taken by the SUPPLIER, it being clearly understood that this contract is solely between PVAO and the SUPPLIER.

23. The SUPPLIER shall indemnify and save PVAO from and against all losses and claims, payments, suits, choses in action, recoveries and judgements of every nature brought against the PVAO by reason of any act or omission of the SUPPLIER, his agent or employees in the execution or related with the work subject of this contract, and shall likewise indemnify and save harmless PVAO from and against all losses and claims, etc. from supplier's laborers, employees or any other persons working for the SUPPLIER.

VIOLATION OF CONTRACT

24. In the event of a breach of any of the provisions of this Contract, PVAO or SUPPLIER shall give notice of breach and the other party shall immediately, within a period of three (3) working days upon receipt of notice to repair/correct/rectify the same. Otherwise, this contract shall be terminated and the party in breach shall be liable for all liabilities stipulated in this contract.

25. In case the SUPPLIER, in the opinion of the PVAO or his duly authorized representative, could not perform and/or finish the service under this Contract despite due notice and reasonable time granted, PVAO could waive the contract or stop the work and deduct from the Contract Price the cost of the remaining unfinished or unacceptable service.

26. Likewise, PVAO shall, during progress and/or term of this Contract, have power to order in writing from time to time the proper re-execution of any work or service executed with workmanship/performance not in accordance with the specifications, warranties, or instructions

and the SUPPLIER shall forthwith carry out such order. Otherwise, PVAO shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the SUPPLIER, and shall be recoverable from him by PVAO, or may be deducted by the PVAO from any money due, to the SUPPLIER.

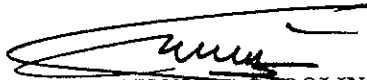
27. Failure to deliver/perform within the agreed period shall render the SUPPLIER liable to PVAO for liquidated damages at least equal to one-tenth of one percent of the cost of the unperformed portion of the total amount for every day of delay.

28. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount, PVAO shall rescind the order and this Agreement without prejudice to other courses of action and remedies as may be available.

EFFECTIVITY

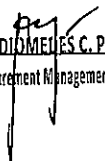
29. This agreement shall commence and take effect in accordance with the terms provided herein or upon the date of signing of the parties hereof, whichever comes first.

Done this _____ day of 27 MAR 2018 2018, at PVAO-Compound, Camp General Emilio Aguinaldo, Quezon City, Philippines.

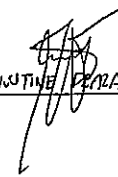

LTGEN ERNESTO G. CAROLINA
Representative of Procuring Entity


MR. REYNALDO M. DEALA
Proprietor
Rey Deala Metal Craft

SIGNED IN THE PRESENCE OF:



ENGR. DIOMEDES C. PALOR
Head, Procurement Management Section



JUSTINE PERAZA

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) s.s.

BEFORE ME, a Notary Public for and in QUEZON CITY this _____ day of ~~27 MAR 2018~~ 2018, personally appeared presenting their government issued IDs.

	ID Presented	Date of Issue	Place of Issue
LTGEN ERNESTO G. CAROLINA	DND-2004-17	2004	Quezon City
MR. REYNALDO M. DEALA			

Known to me as the same persons who executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed.

I further acknowledge that the foregoing Contract including this page on which this acknowledgement is written, consist of _____ pages, all signed by the parties and their witness and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

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Book No. xvii
Series of 2018

NOTARY PUBLIC
ROMEO G. DALLON
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
ADM MAT'ER NO. NP-116
PTR NO. 4124529 / 01-03-18 / Q.C.
IBP NO. 019797 / 01-03-18 / Q.C.
ROLL NO. 29157
MCLE NO. IV-0004862
Add.: Office of the Local Civil Registrar
Quezon City Hall Compound, Q.C