

BIDS AND AWARDS COMMITTEE

5% Municipal Disaster Risk Reduction Management Fund –
Purchase of Equipment to be used for the Community-Based Monitoring System (CBMS)
at LGU, Santa Rosa, Nueva Ecija
Contract No.: 10551982

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of April 2024 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M. ANGELES**, hereinafter referred to as the "Owner" of the one part and DEM HEL Computer Trading, represented herein by its Owner/Manager, **ARIEL G. MANGAOANG JR.**, with office address at 133 Gabaldon St., Maria Theresa, Cabanatuan City, hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated March 12, 2024 for the 5% Municipal Disaster Risk Reduction Management Fund – Purchase of Equipment to be used for the Community-Based Monitoring System (CBMS) at LGU, Santa Rosa, Nueva Ecija and after the evaluation and post-qualification, the Owner declared the bid of the Supplier as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of DEM HEL Computer Trading, in the sum of to Nine Hundred Seventy Five Thousand pesos only (Php 975,000.00) hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (Php)	Contract Duration(in calendar days)
Purchase of Equipment to be used for the Community-Based Monitoring System (CBMS)	Php 975,000.00	30

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3]:
 - Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
- The contract duration or completion period shall be 30 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Supplier.

4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Supplier, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

5. The Owner hereby covenants to pay the Supplier in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

6. The Contract Price shall be paid to the Supplier through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Supplier shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Supplier shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
1% of the Contract Price	Retention money or a Special bank guarantee

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFIN M. ANGELES
OWNER


ARIEL G. MANGAOANG
SUPPLIER

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO JR.
OWNER'S WITNESS


ARIEL G. MANGAOANG
SUPPLIER'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF CABANATUAN)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CABANATUAN/Philippines, this 2nd day of APRIL, 2024 personally appeared:

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER

ISSUED ON

ISSUED AT

JOSEFINO M. ANGELES
OWNER

OM-001

08/02/2019

Santa Rosa, N.E.

ARIEL G. MANGAOANG
SUPPLIER

CRN-0111-2025 058-0

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

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

ARIEL G. MANGAOANG
Supplier's Witness

Doc. No. 214
Page No. 65
Book No. 15
Series of 1021

ATTY. BERTRAND RUSSELL C. DYSANGCO
NOTARY PUBLIC
Valid Until December 31, 2024
PTR NO. NE 8787245-01-01-2024
IBP NO. 381383-01-01-2024
Roll of Attorneys No. 7548-2022
MCLE COMPL. NO. 101-2023
CABANATUAN CITY, PANGASINAN
NOTARIAL COMM. NO. 40-2022-NE

ARIEL G. MANGAOANG
Supplier