

**CONTRACT OF AGREEMENT**  
**PROCUREMENT OF COVID-19 RAPID ANTIGEN TEST KIT FOR THE USE**  
**OF BFP REGIONAL OFFICE6**

**KNOW ALL MEN BY THESE PRESENTS:**

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

The **BUREAU OF FIRE PROTECTION (BFP), Region 6**, an agency under the reorganized Department of the Interior and Local Government (DILG) with office address at General Macario Peralta Jr. Drive, Iloilo City, Philippines, represented by **SENIOR SUPERINTENDENT JERRY D CANDIDO, DSC** Regional Director, herein referred as the **FIRST PARTY**;

**AND**

**APCO MEDICAL SUPPLY AND SERVICES**, a Single Proprietorship duly organized under the existing law of the Philippines, with business address at Brgy. Sambag Hacienda Fe Block 19 Lot 24, Zarraga, Philippines, represented by **MS. RHELYN A SANTERO, Authorized Representative**, to act for and in behalf of the said business entity herein referred as the **SECOND PARTY**;

**WITNESSETH THAT:**

**WHEREAS**, there is an approved budget in the total amount of **One Hundred Forty Seven Thousand Two Hundred Pesos (Php 147,200.00)** for the **Procurement of Covid-19 Rapid Antigen Test Kit** for the use of BFP Regional Office6;

**WHEREAS**, the **SECOND PARTY** is willing to deliver the goods amounting to **One Hundred Forty Seven Thousand Two Hundred Pesos (Php 147,200.00)** based on their bid;

**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 said **Procurement of Covid-19 Rapid Anti-Gen Test Kit** for the use of **BFP Regional Office6** amounting to **One Hundred Forty Seven Thousand Two Hundred Pesos (Php 147,200.00)** at BFP Region 6, 2<sup>nd</sup> Floor, New BFP6 Building, General Macario Peralta Jr. Drive, Iloilo City, Philippines;

ITEM NO.	UNIT	DESCRIPTION	QTY	Unit Cost	AMOUNT
1	pcs	<b>Procurement of Covid-19 Rapid Antigen Test Kit for the use of BFP Regional Office6</b>  <u><i>Technical Specifications/Description</i></u> *Test Results in 15-20 minutes *Sensitivity:93.3+5% *Specificity:99.4+5% * Storage: 2-30 °C * Sample Type: Nasopharyngeal Swab	320	P 460.00	P 147,200.00
***** Nothing Follows *****					
<b>TOTAL AMOUNT-----</b>					<b>Php 147,200.00</b>
<b>AMOUNT IN WORDS: One Hundred Forty Seven Thousand Two Hundred Pesos</b>					

2. The Technical Specifications, Conditions of the Contract, Purchase Orders, Supplemental/Bid Bulletin and Bid Documents shall be made as integral part of this contract, hereto attached;

*Rhelyn A. Santero*

*[Signature]*

*[Signature]*

**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 Forty Seven Thousand Two Hundred Pesos (Php147,200.00)** for the **Procurement of COVID-19 Rapid Antigen Test Kit for the use of BFP Regional Office 6;**

2. All fees, taxes and other similar charges, imposed by the Philippine Government on the **Procurement of COVID-19 Rapid Antigen Test Kit for the use of BFP Regional Office 6** shall be on the account of the **SECOND PARTY;**

**ARTICLE III- TERMS OF PAYMENT**

1. The duty performance shall be rendered by the **SECOND PARTY** within a period of **Seven (7) calendar days** upon receipt of **Notice to Proceed** from Bureau of Fire Protection, Region 6;

2. The full amount of the total contract price shall be paid by the **FIRST PARTY** only after the delivery and acceptance of the said **Procurement of COVID-19 Rapid Antigen Test Kit for the use of BFP Regional Office 6;**

**ARTICLE IV – FORCE MAJEURE**

The **SECOND PARTY** shall be not be in default under this contract for any delay in the delivery 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;**

**ARTICLE V – PENALTY CLAUSE**

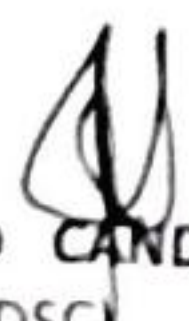
In case the **SECOND PARTY** fails to effect the PROJECT in accordance with Article IV hereof without any fault on the part of the **FIRST PARTY** an amount equivalent to one tenth of one percent (1/10 of 1%) of the total value of the undelivered supplies shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may 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 the parties thereto, shall be referred first for arbitration in Iloilo City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

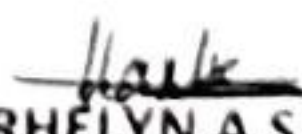
IN WITNESS WHEREOF, the Parties hereby affix their signatures on this            day of JUN 09 2021 at Iloilo City, Philippines.

**FIRST PARTY:**



**JERRY D CANDIDO**  
SSUPT (DSC) BFP  
Regional Director, BFP R6

**SECOND PARTY:**



**MS. RHELYN A SANTERO**  
Authorized Representative  
APCO Medical Supply and Services



Signed in the presence of:

  
\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
Iloilo City ) ss.  
x-----x

Personally appeared before me this \_\_\_\_\_ day of JUN 09 2021 at Iloilo City, Philippines, the contracting parties:

Name:	ID No.	Issued On:	Issued at:
<u>SSUPT JERRY D CANDIDO</u>	<u>C93130</u>	<u>June 19, 2020</u>	<u>BFPNHQ, Quezon City</u>
<u>RHELYN A SANTERO</u>	<u>777-577-125-000</u>	<u>2-4-2019</u>	<u>Bureau of Internal Revenue</u>

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 entries 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 Procurement of COVID-19 Rapid Antigen Test Kit for the use of BFP Regional Office 6.

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

Book No. VIII  
Page No. 53  
Doc. No. 256  
Series of 2021

Notary  
**ATTY. IGNACIO S. PRADO JR.**  
 NOTARY PUBLIC REG. 312021  
 CITY AND PROVINCE OF ILOILO  
 STR. NO. 7255-19 104 2021 ILOILO CITY  
 BAR NO. 140617. 015. 2008 ILOILO CITY  
 NOT. REG. NO. 74/ROLL NO. 05603  
 MCLEVI-002873 UNTIL 4/24/2021  
 TIN: 117-355-747-000



