



**NOTICE OF AWARD AND CONTRACT AGREEMENT  
 SUPPLY AND DELIVERY OF DISINFECTANT BLEACHING SOLUTION**

**Contract No.: PS-CP-MDC-20-03-85**

**Date: 24 June 2020**

**ALEXIS A. PULHIN**

Managing Director

**EAGLE STAR INDUSTRIAL SALES CORP.**

2702-D West Tower Phil. Stock Exchange,  
 Ortigas Business Center

[lexipulhin@gmail.com](mailto:lexipulhin@gmail.com)

0917-587-2094

After conducting evaluation of the proposal, the **Procurement Service** has determined your proposal as the Best and Most Responsive Proposal for the **Supply and Delivery of Disinfectant Bleaching Solution** based on your **Best and Final Offer** as submitted in response to **RFO No. MDC-RFO-20-03-95** received and evaluated on **23 June 2020** thus, this Notice of Award and Contract Agreement:

Lot No.	Quantity	Unit of Measurement	Item/ Description	Unit Price	Total Price
1	21,856	gallons	<b>Disinfectant Bleaching Solution</b>	₱ 120.00	₱ 2,622,720.00

**Delivery Instructions:**

Quantity to be Delivered	Date of Delivery	Delivery Site
21,856 gallons	1 <sup>st</sup> Delivery: 7,288 gallons – within ten (10) working days after receipt of Delivery Order;  2 <sup>nd</sup> Delivery: 7,284 gallons – within ten (10) working days after receipt of Delivery Order;  3 <sup>rd</sup> Delivery: 7,284 gallons – within ten (10) working days after receipt of Delivery Order.	Procurement Service – DBM Main Warehouse RR Road, Cristobal St., Paco, Manila

## **Terms and Conditions**

As the procurement of the listed items are necessary to respond to the Corona Virus Disease 2019 (COVID-19) situation, this project is subject to the following terms and conditions:

1. The quantities reflected in the Request for Quotations are provisional quantities based on the projected quantities as submitted by the PS-DBM client agencies to respond to the pandemic.
2. PS-DBM reserves the right to limit its purchase and call for deliveries to the actual quantities ordered by the agencies. Consequently, payment shall be limited only to the actual quantities delivered to the PS-DBM Staging Site.
3. Deliveries shall be called-off through a Delivery Order by PS-DBM, immediately and only upon receipt of a procurement request from the client agencies.
4. Payment shall be processed limited to the quantities delivered, inspected, and accepted by PS-DBM.
5. The contract awarded as a result of this procurement shall be valid only during the effectivity of Republic Act No. 11469 otherwise known as the Bayanihan to Heal as One Act. The parties understand that the termination of the Bayanihan to Heal as One Act shall terminate the contract. However, orders or delivery orders made before the end of effectivity shall remain binding and shall be delivered by the supplier unless otherwise communicated by PS-DBM.
6. At any stage of implementation, the PS-DBM has the right to terminate the contract if a lower price of equal specifications has been identified from its regular market scanning.

### **Standard warranty provisions apply:**

1. The Supplier warrants that the Goods supplied under the Contract are new (unused), and that they incorporate all recent improvements in design and materials (latest models), except when the technical specifications required by the Procuring Entity provide otherwise. The Supplier warrants the timely delivery of the items. Any delay or failure to deliver may result in termination of the contract and blacklisting of the entity.
2. The Supplier further warrants that all Goods supplied under this Contract shall have no issue or defect arising from the design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
3. In order to ensure that any manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period of three (3) months. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money or a bank guaranty in an amount equivalent to at least one percent (1%) of every progress payment. If the latter is opted, the same shall be submitted three days upon the conclusion of negotiations and before the issuance of the Notice of Award and Contract



Agreement. Failure to submit the stated warranty security shall automatically revert the warranty security to the option of retention money.

4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, replace the defective Goods without cost to the Procuring Entity.
5. In case of foreign supplier, the Procuring Entity shall be allowed to deduct Twelve Percent (12%) Value Added Tax (VAT) charged by the Philippine Government from the purchase price. In the event that the Supplier or the Procuring Entity shall be deemed to be exempt from the payment of VAT on the purchased items to the Republic of the Philippines, the amount will not be refunded to the Supplier.
6. In case of local suppliers, the Procuring Entity shall be allowed to deduct 5% Final Value Added Tax, 1% Expanded Withholding Tax and 1% Warranty.

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**INSTRUCTIONS: If you have no corrections to the contents of this NOTICE OF AWARD AND CONTRACT AGREEMENT, please sign this instrument immediately upon receipt. Failure to sign this document and revert this document within two (2) days of receipt may result in the cancellation of the award and blacklisting for unjustified refusal of award.**

Very truly yours,

Signature Redacted

**LLOYD CHRISTOPHER A. LAO**  
*Head of the Procuring Entity*  
Procurement Service

The **EAGLE STAR INDUSTRIAL SALES CORPORATION**, through its authorized representative, hereby commits to deliver the requirements consistent with the terms above stated:

ALEXIS PULHIN  
NAME

Signature Redacted

SIGNATURE

6-24-20  
DATE