



Contract for Goods

This **CONTRACT** executed on NOV 05 2024 between the **OFFICE OF THE PRESIDENT-PRESIDENTIAL MANAGEMENT STAFF (OP-PMS)**, represented by **Atty. RODOLFO JOHN ROBERT C. PALATTAO IV, Undersecretary for Integrated Operations** (hereinafter called the "**Entity**") and the **AMERICAN TECHNOLOGIES INC.** represented by **Ms. ALICIA JUNIZEL R. SY, Senior Account Manager**, with office address at #5 Ideal St. cor. McCollough St., Barangay Addition Hills, Mandaluyong City (hereinafter called the "**Supplier**").

WHEREAS, upon invitation of the **Entity**, the **Supplier** submitted a bid for the procurement of Hyperconverged Infrastructure (HCI) back up appliances for the OP-PMS Central Office (CO) and Sub-Central Unit (SCU) in the amount of Seven Million One Hundred Eighty-Six Thousand Seven Hundred Twenty-One Pesos and One Centavo (Php7,186,721.01), inclusive of all appropriate taxes and fees (hereinafter called the "**Contract Price**"), which the **Entity** subsequently accepted pursuant to Bids and Awards Committee Resolution No. 79, series of 2024.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. The following documents shall form part of this Contract in accordance with Section 37.2.3 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, viz:
 - (a) The **Entity's** Terms of Reference, attached as **Annex A**;
 - (b) The **Entity's** Invitation to Bid published on 21 June 2024, attached as **Annex B**;
 - (c) The Technical Specifications submitted by the **Supplier** on 12 July 2024, attached as **Annex C**;
 - (d) The Bid Form with Price Schedule for Goods submitted by the **Supplier** on 12 July 2024, attached as **Annex D**;
 - (e) The Schedule of Requirements submitted by the **Supplier** on 12 July 2024, attached as **Annex E**; and
 - (f) The Notice of Award, attached as **Annex F**;
2. In consideration of the Contract Price to be paid by the **Entity** to the **Supplier** as hereinbefore mentioned, the **Supplier** hereby covenants with the **Entity** to deliver the goods, and remedy defects thereof, if any, in conformity with the stipulations of the Contract in all respects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
3. The delivery of the HCI backup appliances and their accessories to the OP-PMS CO and SCUs shall be within 120 calendar days upon receipt of the corresponding Notice to Proceed (NTP). Delay in the delivery shall be subject to a penalty equivalent to 1/10 of 1% of the cost of undelivered item/s for every day of delay.
4. All equipment, components, system software, and parts furnished and installed by the **Supplier** shall be guaranteed against defects and on-site warranty services for three (3) years.

The labor to repair, reprogram, or replace these components shall be furnished by the **Supplier** during normal working hours at no additional cost to the OP-PMS for the duration of the warranty period.

5. Payment to the **Supplier** shall be made, subject to deduction of applicable taxes and five percent (5%) retention fee pursuant to Section 62 of the 2016 RIRR of RA No. 9184, upon the issuance of the Certificate of Acceptance and Completion of each delivery and submission of statement of account or billing upon completion of delivery and installation of HCI back up appliances in the respective locations.
6. Pursuant Executive Order No. 398 (s. 2005)¹ and Revenue Regulation No. 017-2024² the Supplier shall pay applicable taxes in full and on time and, prior to the final settlement of the contract, the **Supplier** shall present to the **Entity** an updated tax clearance from the Bureau of Internal Revenue (BIR) certifying that the **Supplier** has no outstanding tax liabilities; duly filed the latest income and business tax returns; and paid corresponding due thereon. Failure to do so will entitle the **Entity** to suspend the release of the final payment and/or retention money as tax lien on the **Supplier**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

OP-PMS

AMERICAN TECHNOLOGIES INC.

By:

Signature Redacted

By:

Signature Redacted

Atty. RODOLFO JOHN ROBERT C. PALATTAO IV
Undersecretary for Integrated Operations

ALICIA JUNIZZEL R. SY
Senior Account Manager

SIGNED IN THE PRESENCE OF:

Signature Redacted

Atty. STACY G. QUINSAY-POLINGA
Director, KMS

¹ Entitled "Directing Timely and Complete Payment of Taxes as a Pre-condition for Entering Into, and as a Continuing Obligation in Contracts with the Government, Its Departments, Agencies and Instrumentalities."
² Entitled "Prescribing the Presentation of Tax Clearance Prior to Final Settlement of Government Contracts".

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

CERTIFIED FUNDS/ALLOTMENT AVAILABLE	
<i>P. Bugarc</i> PRECIOUS B. BUGARIN Budget Officer	<i>J. Garcia</i> JOVEN T. GARCIA Chief Accountant
Ref. No. <u>260</u>	Date <u>OCT 21 2024</u>
Amount <u>₱ 7,186,721.01</u>	Project <u>Capital Outlay</u>

BEFORE ME, a Notary Public for and in the above jurisdiction, appeared this NOV 08 2024 day of 2024, the following persons exhibiting to me their respective valid identification cards, to wit:

Name	Valid I.D.	Date/Place Issued
1. Rodolfo John Robert C. Palattao IV	PMS ID No.003	
2. Alicia Junizzel R. Sy	<u>MMW DM-4567834-1</u>	

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 their free and voluntary act and deed and that of the organization or company they represent.

This instrument, which refers to the "Contract for Goods" consisting of three (3) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

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

Doc. No. 468 ;
Page No. 95 ;
Book No. XVIII-B ;
Series of 2024.

[Signature]
ATTY. RUBEN M. AZAÑES, JR.
 NOTARY PUBLIC
 Commission No. NP-035 (2023-2024)
 VALID UNTIL DECEMBER 31, 2024
 2A 3rd Avenue, BAGONG LIPUNAN NG ERAMP, QUEZON CITY
 IBP No. 380112 - 1/7/2024 - Oc
 PDR No. 555719 - 1/2/2024 - Oc
 MCLE Compliance No. VB-0010015
 Attorney's Roll No. 45027