



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
DENR Compound, Visayas Avenue, Diliman, Quezon City, 1116
Telephone Nos. 927-15-17, 928-20-96
Email: emb@emb.gov.ph
Visit us at <http://www.emb.gov.ph>

NOTICE TO PROCEED

Date: 18 NOV 2020

MS. MARISSA C. CASTILLO
Authorized Representative
CEBU FAR EASTERN DRUG, INC.
PRES OSMEÑA BLVD.
103-105 Holy Child Bldg.
Cebu City

Dear Ms. Castillo,

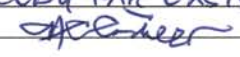
In view of the approval of the herewith attached Contract Agreement, Notice is hereby given to **CEBU FAR EASTERN DRUG, INC.** that delivery may proceed on the *Procurement of Supply, Delivery, Installation and Commissioning of One (1) Unit Total Organic Carbon Analyzer per ITB No. EMB-GOODS-NCB-2020-0020* within seven (7) calendar days from receipt of this Notice.

Upon receipt of this Notice, you are responsible in performing the services under the terms and conditions of the Contract Agreement in accordance with the Schedule of Requirements stated in the Bidding Documents. Any deviation therefrom, should first be cleared with the undersigned.

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one (1) copy and return the other to the Bids and Awards Committee c/o the BAC Secretariat, Office of the Administrative, Financial and Management Division, EMB, DENR Compound, Visayas Avenue, Diliman, Quezon City.

Very truly yours,


ENGR. WILLIAM M. CUÑADO
OIC-Director

I acknowledge receipt of this Notice on NOV. 18, 2020
Name of Contractor CEBU FAR EASTERN DRUG, INC.
Authorized Signature 

Contract Agreement

THIS AGREEMENT made this 10 NOV 2020 day of _____ 20____ by and between:

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU (hereinafter called “the **CLIENT**”), a government agency of the Philippines, represented in this act by its Director, **ENGR. WILLIAM P. CUÑADO** with address located at DENR Compound, Visayas Avenue, Diliman, Quezon City of one part.

-and-

CEBU FAR EASTERN DRUG, INC. (hereinafter called “the **SUPPLIER**”), a corporation duly organized and existing under the laws of the Republic of the Philippines, represented by its Authorized Representative, **MS. MARISSA C. CASTILLO** with principal office address at PRES OSMENA BLVD. 103-105 Holy Child Bldg., Cebu City of the other part’.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., Supply, Delivery, Installation and Commissioning of One (1) Unit Total Organic Carbon Analyzer and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Three Million Three Hundred Thirty Eight Thousand Eight Hundred Pesos (PhP3,338,800.00)* (hereinafter called “the **Contract Price**”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract being referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Supplemental Bid Bulletin No. 1 – Bid ID No. 6843;
 - (g) the Performance Security; and
 - (h) the Entity’s Notification of Award.
3. The **SUPPLIER** shall be fully responsible for the timely delivery of Goods upon acceptance of Notice to Proceed (NTP) at the specified site as stated in the Schedule of Requirement.
4. If the **SUPPLIER** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extension if any, the **CLIENT** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
5. In consideration of the payments to be made by the **CLIENT** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with the Entity to provide the goods

and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

6. The **CLIENT** hereby covenants to pay the **SUPPLIER** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

7. The **SUPPLIER** is hereby instructed to Supply, Deliver, Install and Commission the **One (1) Unit Total Organic Carbon Analyzer within Ninety (90) calendar days** upon receipt of Notice to Proceed.

8. Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to force majeure. Force majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented or avoided despite the exercise of due diligence.

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

CEBU FAR EASTERN DRUG, INC.

**ENVIRONMENTAL MANAGEMENT
BUREAU**

By:

By:


MS. MARISSA C. CASTILLO
Authorized Representative

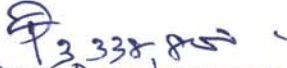



ENGR. WILLIAM P. CUÑADO
OIC-Director

SIGNED IN THE PRESENCE OF:


IRENE AVENIDO


RICHARD ELEAZAR A. RIOFLORIDO
OIC, Accounting Section

Republic of the Philippines)
Quezon City, Metro Manila) S.S.

FUNDS AVAILABLE 
PROJECT  O.B. NO. 

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines personally appeared the following:

Name	Proof of Competent Identity	Validity
1. ENGR. WILLIAM P. CUÑADO	_____	_____
2. MS. MARISSA C. CASTILLO	<u>SSS # 04-0818677-5</u>	_____

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own and free voluntary act and deed of the entity which each represents.

This instrument consists of three (3) pages wherein the acknowledgement is written and the parties and witnesses have signed at the bottom of the last page and on left hand margin of pages 1 and 2.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signatures and Notarial Seal at PASIG CITY, Philippines on this NOV 16 day of 2020.

NOTARY PUBLIC

Doc. No. 40 ;
Page No. 9 ;
Book No. 254 ;
Series of 2020.

ATTY. ARLES B. MIRANDILLA
Appointment No. 70 (2020-2021)
Notary Public for and in the Cities of
Pasig and San Juan and the Municipality of Pateros
Roll of Attorneys No. 50326
IBP NO. 097303 / 12-12-2019 / RSM CHAPTER
PTR NO. 640733 / 1-0-2020 / PASIG CITY
MCLE Compliance No. VI-0020543 / March 19, 2019
Commission until December 31, 2021
Ground Floor, AB Center Square Building, Santolan, Pasig City