

Contract of Agreement No. 2021-03-07

PURCHASE OF GROCERIES OF SEVEN (7) CENTERS AND INSTITUTIONS (AMOR, TLC, RRCY, RHFG, THFW, RSCC AND HAVEN) OF DSWD RO III FOR SECOND (2nd) QUARTER 2021

This contract made on the 15 day of APRIL 2021 between


DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by its Regional Director, Marites M. Maristela, hereinafter referred to as the "**PROCURING ENTITY**";

- AND -

HALEX GOLDEN CORPORATION with office address at Purok 1 Suarez Subd. Tangle Road, Cutud, Angeles City represented by Ms. Connie C. Reyes in her capacity as CEO-President, hereinafter referred to as the "**SUPPLIER**"; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods, viz., **PURCHASE OF GROCERIES OF SEVEN (7) CENTERS AND INSTITUTIONS (AMOR, TLC, RRCY, RHFG, THFW, RSCC AND HAVEN) OF DSWD RO III FOR SECOND (2nd) QUARTER 2021** and has accepted a Bid by the Supplier for the supply of those goods in the sum of ONE MILLION FIVE HUNDRED TEN THOUSAND ONE HUNDRED EIGHTY-ONE PESOS ONLY (**P1,510,181.00**) (hereinafter called "the Contract Price").


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions indicated in the Bidding Documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements and the Technical Specifications;
- (c) the DSWD FO III Philgeps Posting with Reference No. 7465690;
- (d) the DSWD FO III BAC Resolution No. 2021-03-01, 02;
- (e) the Supplemental Bid Bulletin 2021-02-02;
- (f) the General Conditions of Contract;
- (g) the Special Conditions of Contract; and
- (h) the Procuring Entity's Notification of Award and Proceed.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods in terms of quantity and quality as stipulated herein in consonance with the agreements in the pertinent documents found in Section (2) hereof and to





remedy defects therein in conformity in all respects with the provisions indicated in the Bidding Documents.

4. The **"PROCURING ENTITY"** hereby covenants to pay the Supplier in consideration of the provision of the goods a one-time payment of the Contract Price after the Inspection and Acceptance of the goods delivered and submission of complete documents.

5. The **"SUPPLIER"** subject to the provisions of the preceding section has accepted a contract agreement but fails to deliver the required product(s) within the time called for in the same order and no approved extension of agreement granted by the **"PROCURING ENTITY"**, a penalty of one-tenth of one percent (0.01) of the cost of the unperformed portion for every day of delay shall be charged thereof.

6. The **"PROCURING ENTITY"** shall have the right to terminate this agreement if the **"SUPPLIER"** is willfully violating any of the material conditions, stipulations and covenants of this agreement. Unresolved issues or questions that will surface in the course of this procurement will be referred to IRR of RA 9184 and other pertinent laws and regulations.

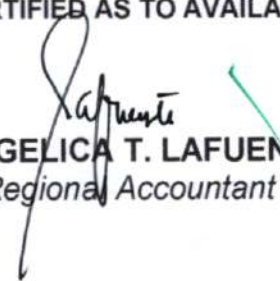
7. **Handling and Packaging.** In relation to Section 2 hereof, the **"SERVICE PROVIDER"** undertakes to observe proper handling and delivery practices in order to ensure product quality and food safety under BFAD recommended storage and temperature protocols and likewise commit that NO items nor goods with damage, dents, cracks, tears, leaks, spills, open or soiled packages, unnecessary moisture and such other deformation or degradation of product quality as a result of improper handling and weak packaging shall be delivered.

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

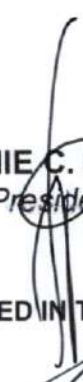
For:
DEPARTMENT OF SOCIAL
WELFARE AND DEVELOPMENT
FIELD OFFICE III:


MARITES M. MARISTELA, CESO III
Regional Director


CERTIFIED AS TO AVAILABILITY OF FUNDS:


ANGELICA T. LAFUENTE
Regional Accountant

For:
HALEX GOLDEN CORPORATION


CONNIE C. REYES
CEO-President

SIGNED IN THE PRESENCE OF:


ARMONT C. PECINA
DC-Protective Services Division

ACKNOWLEDGMENT

Republic of the Philippines)
Province of _____) s.s.
City of _____

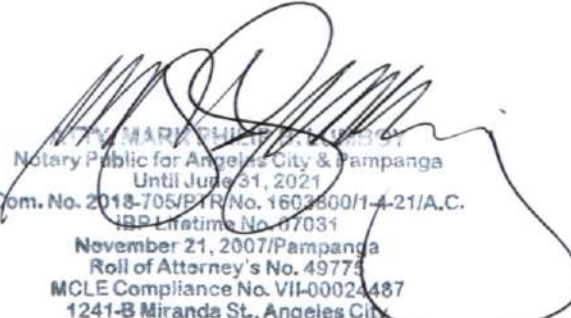
BEFORE ME this _____ day of APR 15 2021 at the City of _____,
_____ in the Philippines personally appeared:

NAME	COM. TAX CERTIFICATE NO./ISSUED ID	ISSUED ON/ISSUED AT
MARITES M. MARISTELA, CESO III	90-0102	JULY 25, 2019/Q.C.
CONNIE C. REYES		

Known to me and to me known to be the same persons who executed the foregoing contract consisting of three (3) pages including this page, for the purpose set forth therein and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

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Page No. 107
Book No. X
Series of 2021


WIT. MARY CHUERIN, LUISA
Notary Public for Angeles City & Pampanga
Until July 31, 2021
Com. No. 2018-705/PT/No. 1602800/1-4-21/A.C.
IBP Lifetime No. 87031
November 21, 2007/Pampanga
Roll of Attorney's No. 49775
MCLE Compliance No. VII-0002487
1241-B Miranda St., Angeles City