

## Contract of Agreement No. 2021-07-14

### **PURCHASE OF OFFICE/CONSUMABLES SUPPLIES AND PPEs FOR THE USE OF VARIOUS OFFICES/PROGRAMS FOR 3<sup>RD</sup> QUARTER CY 2021**

This contract made on the 12 day of AUG 2021 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 -

The **G-WELL GENERAL MERCHANDISE** a company duly registered under DTI NO. 05246735 with office address at 173 Jose Abad Santos St. Parian, Mexico, Pampanga represented by Ms. Rhona C. Gomez in her capacity as Manager/Owner, hereinafter referred to as the "Supplier"; (collectively, the "Parties").

WHEREAS the Procuring Entity invited Bids for certain goods, viz., **PURCHASE OF OFFICE/CONSUMABLES SUPPLIES AND PPEs FOR THE USE OF VARIOUS OFFICES/PROGRAMS FOR 3<sup>RD</sup> QUARTER CY 2021** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **THREE MILLION FIVE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED TWENTY-SEVEN PESOS AND 69/100 ONLY (P3,518,327.69)** (hereinafter called "the Contract Price").

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meaning 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. 7702230;
  - (d) the DSWD FO III BAC Resolution No. 2021-07-03,04;
  - (e) the Supplemental Bid Bulletin No. 2021-06-01;
  - (f) the TWG Reports;
  - (e) the General Conditions of Contract;
  - (f) the Special Conditions of Contract; and
  - (g) the Procuring Entity's Notification of Award and Proceed

3. The "SUPPLIER" hereby agrees to supply the Goods to "PROCURING ENTITY" when requested by Purchase Request in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each item in the Price Schedule in Annex "A", based on the Technical Specifications outlined in Annex "B" and in line with the delivery schedule outlined by each Purchase Request;

4. The terms and conditions of this Agreement shall apply to all Purchase Requests issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Request and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail;

5. 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 inspection, acceptance of the goods delivered and complete submission of all required supporting documents.

6. 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 quality as stipulated herein keeping all items outlined in the Purchase Order in stock in ample/sufficient quantities at all times 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. No brand modification from the item offered shall be introduced.

7. Except in inevitable circumstances, when the "**SUPPLIER**" subject to the provisions of the preceding section has accepted a contract agreement but fails to deliver the required items/product(s) within the time called for in the Purchase Order in such quantity and quality agreed, there shall be a penalty of one-tenth of one percent (0.01) of the cost of the unperformed portion for every day of delay charged thereto.

8. 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 resolved in conformity with the IRR of RA 9184 and other pertinent laws and regulations.

9. **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 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.



6. **Replacement Policy.** There must be atleast seven (7) days warranty from the time of receipt of the **"PROCURING ENTITY"** to replace/remedy defective goods.

**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.

**For:**

**DEPARTMENT OF SOCIAL WELFARE  
AND DEVELOPMENT FIELD OFFICE III**

  
**MARITES M. MARISTELA, CESO III**  
Regional Director

**For:**

**G-WELL GENERAL MDSE.**

  
**RHONA C. GOMEZ**  
Manager/Owner

**CERTIFIED AS TO AVAILABILITY OF FUNDS:**

  
**ANGELICA T. LAFUENTE**  
Regional Accountant

**SIGNED IN THE PRESENCE OF:**

  
**ARMONT C. PECINA**  
DC-Administrative Division



ACKNOWLEDGMENT

Republic of the Philippines  
Province of \_\_\_\_\_) s.s  
City of City of San Fernando, Pampanga


BEFORE ME this \_\_\_\_\_ day of AUG 12 2021 at the City of City of San Fernando, Pampanga in the Philippines personally appeared:

NAME	ID DETAILS	Place/Date Issued
MARITES M. MARISTELA, CESO III	90-0102	Quezon City/July 25, 2019
RHONA C. GOMEZ		

Known to me to be the same persons who executed the foregoing contract consisting of four (4) pages including this page, for the purpose set forth therein and they acknowledge to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

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CARLOTA DELA CRUZ-MANALO  
Notary Public  
Until December 31, 2021  
Notarial Commission 23-20  
IBP No. 137083 / 12-29-20 Pasig City  
PTR No. PAM-0415307/1-5-21CSFP  
Roll No. 37808  
MCLE VI-0030722/1-08-21  
2nd Floor Jomafer Building Dolores,  
City of San Fernando, Pampanga

