

Contract of Agreement No. 2021-11-27

PURCHASE OF FOOD AND NON-FOOD FOR RE-PACKING OF FAMILY FOOD PACKS

This contract made on the ____ day of _____ 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 **DIAMOND SUPPLY CHAIN SOLUTIONS INC.** a company duly registered under SEC NO. CS201900772 with office address at Unit 101-201 Toyama Group Center, Timog Avenue, Quezon City, Metro Manila represented by Ms. Anilyn V. Morales in her capacity as Authorized Representative, hereinafter referred to as the **"SUPPLIER"**, (collectively, the "Parties")

WHEREAS the **"PROCURING ENTITY"** invited Bids for certain goods, viz **PURCHASE OF FOOD AND NON-FOOD FOR RE-PACKING OF FAMILY FOOD PACKS** and has accepted a Bid by the **"SUPPLIER"** for the supply of those goods in the sum of FOUR MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE PESOS ONLY (Php 4,482,475.00) (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. 8029162;
- (d) the Supplemental Bid Bulletin No. 2021-10-02;
- (e) the Bac Resolution No. 2021-10-08 to 09;
- (d) 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.



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 required supporting documents.

5. When 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**", there shall be a penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay charged thereto.

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 resolved in conformity with the 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.

8. **Logistical Plan.** "**BOTH PARTIES**" agree on the detailed plan of action of the "**SUPPLIER**" in the delivery of goods during the Post Qualification:

8.1 The "**SUPPLIER**" agrees to do a one-time delivery on or before 30 days from date of Notice to Proceed, to ensure that all items are complete and available since ordering these items on separate dates might cause some concerns given that it's already the peak season for orders;

8.2 Approximately four (4) different trucks will be facilitating the delivery to complete the orders. Given the space concern inside the area of delivery, a designated area will be nominated by the "**PROCURING ENTITY**" where the trucks can reside while waiting for clearance to deliver;

8.3 To help in the coordination of delivery, the "**SUPPLIER**" liaison officer will be present during the date of delivery and will be the one to deliver the business documents (Delivery Receipts and Sales Invoice) and will hand them over to the "**PROCURING ENTITY'S**" designated point person;

8.4 The "**SUPPLIER**" will be sending an email 5-7 days prior to delivery to notify on the final schedule so that the "**PROCURING ENTITY**" will be able to prepare the warehousing and coordination of the delivery;



8.5 The "SUPPLIER" agrees to bring buffer of at least 48 pcs per canned goods in case of the possible return of goods due to issues/defects during the actual date of delivery.

9. **Warranty and Replacement.** A warranty security from the "SUPPLIER" shall be required for a minimum period of three (3) months. The obligation for warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

The "SUPPLIER" ensures that all the supplies being delivered are free from any defects. Any defect shall be chargeable from the warranty security and replaced within 30 days from receipt of notice of defect.

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

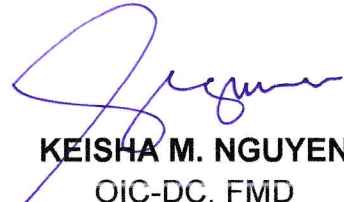

MARITES M. MARISTELA, CESO III
Regional Director


For:

DIAMOND SUPPLY CHAIN
SOLUTIONS, INC.


ANILYN V. MORALES
Authorized Representative

CERTIFIED AS TO AVAILABILITY OF FUNDS: SIGNED IN THE PRESENCE OF:


KEISHA M. NGUYEN
OIC-DC, FMD
ORS No: 11-10268


PRISCILA P. TIOPENGCO
DC-DRMD

ACKNOWLEDGMENT

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


BEFORE ME this _____ day NOV 10, 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
ANILYN V. MORALES		

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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ATTY MARLENE M. LEE
Notary Public
Roll No. of Attorney No. 73510
IBP No. 14405877 - 1 '021
PTR No. 8111651 - 1-7-2021
Commission Expires on Dec. 31, 2021

me

mm

Ann