

Contract of Agreement No. 2021-11-31

**PURCHASE OF OFFICE/CONSUMABLES SUPPLIES
FOR THE USE OF VARIOUS OFFICES/PROGRAMS FOR NOVEMBER-DECEMBER
CY 2021**

This contract made on the ____ day of DEC 31 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 FOR THE USE OF VARIOUS OFFICES/PROGRAMS FOR NOVEMBER-DECEMBER CY 2021** and has accepted a Bid by the Supplier for the supply of those goods in the sum of TWO MILLION FOUR HUNDRED NINETY-ONE THOUSAND ONE HUNDRED NINETY-TWO PESOS ONLY (Php 2,491,192.00) (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. 8102248;
- (d) the DSWD FO III BAC Resolution No. 2021-11-08 to 09;
- (e) the Supplemental Bid Bulletin No. 2021-11-02;
- (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 (0.001) 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 "**SUPPLIER**" 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.

10. **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 (seven) 7 working 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

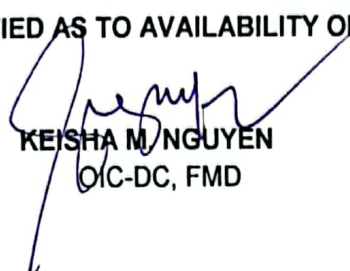
For:

G-WELL GENERAL MDSE.


RHONA C. GOMEZ
Manager/Owner

CERTIFIED AS TO AVAILABILITY OF FUNDS:

SIGNED IN THE PRESENCE OF:


KEISHA M. NGUYEN
OIC-DC, FMD


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 DEC 31 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 three (3) 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. RENATO C. PAYUMO
Notary Public
Until December 31, 2021
PTR No. PAM-3455470 / 8-6-21 CSFF
IBP No. 165070 / 8-24-21 Pasig City
Roll No. 21827
MCLE No. VI-0012825 4/14/2022 Pasig City