

Contract of Agreement No. 2022-02-06

PURCHASE OF GROCERIES FOR THE 1ST QUARTER CY 2022 OF SIX (6) CENTERS

This contract made on the 17 day of FEB 17 2022 2022 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 **BERN ENTERPRISES** a company duly registered under DTI NO. 04604675 with office address at Osmeña St., Sapa (Sto. Niño), Sto. Tomas Pampanga represented by Ms. Bernadette Z. Melgarejo 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 GROCERIES FOR THE 1ST QUARTER CY 2022 OF SIX (6) CENTERS** and has accepted a Bid by the **"SUPPLIER"** for the supply of those goods in the sum of NINE HUNDRED FIFTY-FOUR THOUSAND TWELVE PESOS ONLY (**P954,012.00**) (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. 8386225;
 - (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.

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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. It's the discretion of the "**PROCURING ENTITY**" to grant request for extension of delivery, as long as it is based on meritorious grounds, with or without liquidated damages.

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. **NO MODIFICATION AND CANCELLATION POLICY.** The "**SUPPLIER**" agrees to strictly adhere to the "**NO MODIFICATION AND CANCELLATION POLICY**" relative to its offer bid items especially for those items grouped as "lot basis".

Only in rare occasions or exceptional circumstances beyond the control of the "**SUPPLIER**" upon showing of proof of diligent efforts exerted may the "**SUPPLIER**" request for a **ONE TIME MODIFICATION** provided that such changes must not constitute substantial or material amendment that would alter the basic parameters of the contract and also subject to the provisions under Annex "D" of RA 9184 and its IRR.

9. **Warranty and Replacement.** A warranty security from the "**SUPPLIER**" shall be required for a 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 (PHP 9,540.12). Such amount shall only be released by the "**PROCURING ENTITY**" after consumption of Groceries.



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 15 days from receipt of notice of defect.

The **"SUPPLIER"** shall be liable for damages if the good delivered caused harm to the health and safety of any personnel of the **"PROCURING ENTITY"**. The damages will be pro-rated with the amount or extent of injury. The warranty security shall be accountable for these damages.

If the warranty security has already been exhausted, the **"SUPPLIER"** will have to pay the remaining damages

Reference to the agreements under Section 5 on delay shall apply upon failure to conform with this Replacement Policy.

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:


BERN ENTERPRISES


BERNADETTE Z. MELGAREJO
Authorized Representative

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ANGELICA T. LAFUENTE
Regional Accountant

SIGNED IN THE PRESENCE OF:


PRISCILA C. TIOPENGCO
DC-Protective Division

ACKNOWLEDGMENT

Republic of the Philippines

Province of _____) s.s

City of City of San Fernando, Pampanga

FEB 17 2022

BEFORE ME this _____ day of _____ 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
BERNADETTE Z. MELGAREJO		

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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DANIELLE SIGEREID R. CORPUZ
Commission No. 8459-20
Notary Public
Until Dec. 31, 2022
Roll No. 62547
MCLE No. VI-0019920 / 3-20-19
PTR No. 323350 - 1-4-2022-Pamp
IBP # 039856, 12/26/2019, I

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