

CONTRACT AGREEMENT

No. 2019-008

THIS AGREEMENT made this 27th day of May, 2019 between Department of Social Welfare and Development CARAGA Region, Capitol Site, Butuan City (hereinafter called "the Entity") and Bodeguita Enterprises and Services, Quimbo Bldg., J.C. Aquino Avenue, Imadejas, Butuan City (hereinafter called "the Supplier").

WHEREAS, the Entity invited Bids for certain goods and ancillary services to execute the project **SUPPLY AND DELIVERY OF RICE FOR RRCY AND HFG – 2nd Posting** (hereinafter called "the Work") and the Entity has accepted the Bid for **ONE MILLION TWO HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED SIXTY PESOS ONLY (Php1,293,760.00)** (inclusive of tax) (hereinafter called "the Contract Price"), to wit:

Place of Delivery	Total Qty. Requirement per Delivery	Delivery Schedule	Description	Unit Price
Home for Girls (HFG)	➤ 1 st delivery - 60 sacks of commercial rice	➤ 1 st - within fifteen (15) calendar days after the receipt of approved Notice to Proceed	<ul style="list-style-type: none"> • Long grain • Well-milled and polished • Glutinous • No dead insects and other impurities • Philippine Rice production • 50 kls/per sack 	Php2,488.00 / sack
	➤ 2 nd delivery – 30 sacks of commercial rice	➤ 2 nd - July 1, 2019		
	➤ 3 rd delivery – 30 sacks of commercial rice	➤ 3 rd - October 1, 2019		
Regional Rehabilitation Center for Youth (RRCY)	➤ 1 st delivery - 200 sacks of commercial rice	➤ 1 st - within fifteen (15) calendar days after the receipt of approved Notice to Proceed		
	➤ 2 nd delivery – 100 sacks of commercial rice	➤ 2 nd - July 1, 2019		
	➤ 3 rd delivery – 100 sacks of commercial rice	➤ 3 rd - October 1, 2019		

MITA CRUCHI GUPANA - LIM
Regional Director

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 of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;

Ramey F. Jansen
CAO

- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Supplier will fully and faithfully furnish all required goods and hereby agrees for complete includes delivery of the said project based on the delivery schedule stated above to Home for Girls Center @ Brgy. Bon-bon, Butuan City and at Regional Rehabilitation Center for Youth (RRCY) @ Brgy. Patin-ay, Agusan del Sur.
5. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
6. In case the Contractor/Supplier refuses or fails to satisfactorily complete / deliver the project within the specified delivery period, plus any time extensions duly granted and it is hereby in default under the CONTRACT, the Contractor/Supplier shall pay the government for liquidated damages, and not by way of penalty, an amount of one tenth (1/10) of one percent (1%) of the contract cost of the project for each calendar day of delay until such time the work is finally completed and accepted by the procuring entity.
7. All duties, excise and other taxes and revenue charges, if any, shall be for the service provider's account.
8. This is a VAT-exempt transaction and subject only for 1% withholding of tax per Revenue Regulation (producing foods for human consumption).
9. Payment shall be through **CHECK or Advice to Debit Account (ADA)** and shall be made every after complete delivery per schedule. The DSWD upon receipt of the billing per delivery issued by the SUPPLIER shall verify and reconcile the documents with the report of Inspection and Acceptance Committee. Upon verification and found in order, processing of payment shall be made within thirty (30) days.
10. The DSWD Caraga shall have the right to terminate this Agreement if the **AWARDEE** is willfully violating any of the material conditions, stipulations and covenants of this Agreement.
11. This agreement becomes binding and valid upon approval by the proper authorities.


MITA CHUCHI GUPAMA-LIM
OIC - Regional Director




Ramel F. Jamen
CAO

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.

Signed, sealed, delivered by MITA CHUCHI GUPANA-LIM the OIC-REGIONAL DIRECTOR (for the Entity)

Signed, sealed, delivered by ROMAN CASTRO DEL FIERRO the PROPRIETOR (for the Supplier).

Binding Signature of PROCURING ENTITY



MITA CHUCHI GUPANA-LIM
OIC-Regional Director

Binding Signature of SUPPLIER



ROMAN CASTRO DEL FIERRO
Proprietor


Ramel P. Jamen
CAO

Republic of the Philippines)
City of Butuan) S.S.
x-----)

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Butuan, Philippines, this 27th
day of May, 2019 personally appeared:

Name	I.D. No.	Date / Place Issued
MITA CHUCHI GUPANA-LIM	UMID ID No. 956-127 7228-01-0	Butuan City
ROMAN CASTRO DEL FIERRO	LTO J4 98 067824	B/C

Both know to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is voluntary act and deed.

This agreement consisting four (4) pages signed by the parties and instrumental witness in all pages refer to an AGREEMENT for the project **SUPPLY AND DELIVERY OF RICE FOR RRCY AND HFG – 2nd Posting.**

WITNESS MY HAND AND SEAL in the place and on the date stated above.

Doc. No. 95 ;
Page No. 19 ;
Book No. 529 ;
Series of 2019


JESUS MARIA JAMES L. BRINGAS
Notary Public
Roll No. 43439
IBP Lifetime no. 019105
PTR no. 1681323 / 01-04-19
MCLE V-0007791 March 12, 2018
2019


Rameil F. Jamen
CAO