

CONTRACT AGREEMENT
No. 2024-09-014

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this 24th day of September 2024 at Butuan City, Agusan del Norte, Philippines between and among:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a National Agency of the Republic of the Philippines, with office address at Batasan Pambansa Complex, Diliman, Quezon is hereby represented by **TRISTAN C. TELEN**, Director III, in his capacity as Assistant Regional Director and Officer-in-Charge in the absence of the Regional Director, **MARI-FLOR A. DOLLAGA-LIBANG** of **FIELD OFFICE CARAGA**. Collectively, this representation shall be referred to as the "Entity";

AND

TACLOBAN SAM'S TRADING, a duly licensed private entity, organized and existing by virtue of the laws of the Republic of the Philippines with office address at 102 – 112 P. Salazar St., Tacloban City, Philippines, represented by **FLOYD M. SALAZAR**, Authorized Representative, hereinafter referred to as the "**Supplier**";

WITNESSETH

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **SUPPLY AND DELIVERY OF COMMERCIAL POWDERED MILK FOR SUPPLEMENTARY FEEDING PROGRAM 14TH CYCLE IMPLEMENTATION C.Y. 2024 (2ND POSTING) - LOT 1 POWDERED MILK, (33g.) Regular Flavor** and has accepted the Bid by the Supplier for the supply of those goods and services in the sum of **FOUR MILLION ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED FORTY-THREE PESOS AND 20/100 ONLY (PhP4,154,443.20)** (hereinafter called "the Contract Price").

NOW THEREFORE, for and in consideration of the foregoing premise and mutual terms, conditions, and stipulations hereinafter set forth, the parties do hereby agree:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as an integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation, to wit:

TRISTAN C. TELEN
Director III

FLOYD M. SALAZAR
Authorized Representative

TRISTAN C. TELEN
Director III

Item	Unit	Item & Description	Quantity	Unit Price	Contract Price	Place/Delivery Schedule
1	pcs	Commercial Powdered Milk Birch Tree Fortified, 33g.	GIGAQUIT, Surigao Del Norte - 73,230 pcs. PLACER, Surigao Del Norte - 75,630 pcs. ALEGRIA, Surigao Del Norte - 52,830 pcs. TAGANAAN, Surigao Del Norte - 60,630 pcs. SAN FRANCISCO, Surigao Del Norte - 37,230 pcs. SAN LUIS, Agusan Del Sur - 204,630 pcs. TOTAL - 504,180 pcs.	PhP8.24	PhP4,154,443.20	Delivery Site: MSWD OFFICE 1ST DELIVERY - September 30, 2024 2ND DELIVERY - October 16, 2024 3RD DELIVERY - November 3, 2024

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **FOUR MILLION ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED FORTY-THREE PESOS AND 20/100 ONLY (PhP4,154,443.20)** or such other sums as may be ascertained, **TACLOBAN SAM'S TRADING** agrees to supply/deliver/perform for the **SUPPLY AND DELIVERY OF COMMERCIAL POWDERED MILK FOR SUPPLEMENTARY FEEDING PROGRAM 14TH CYCLE IMPLEMENTATION C.Y. 2024 (2ND POSTING) - LOT 1 POWDERED MILK, (33g.) Regular Flavor** in accordance with his Bid.
4. The Department of Social Welfare and Development Field Office Caraga agrees to pay the above-mentioned sum in accordance with the terms of the Bidding. Payment shall be through CHECK/Advice to Debit Account (ADA) and shall be made after each delivery (three deliveries) and after acceptance of goods and reconciliation of pertinent documents. Payment will be made within 15 calendar days upon submission of complete documents which include:
 - Delivery receipt received by the DSWD Field Office Caraga
 - Approved Inspection and Acceptance Report issued by ENTITY
 - Billing statement or Sales Invoice

FLOYD M. SALAZAR
Authorized Representative

- i. A penalty of one-tenth of one percent (0.01) of the total value of the product(s)/goods purchased shall be deducted for each day of delay in the delivery of the product(s)/goods ordered.
 - ii. All duties, excise tax and other taxes and revenue charges, if any, shall be for the AWARDEE's account. All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93 and local tax regulations adopted by the LGU per SP Ordinance No. 2235-2000, if applicable.
5. The Procuring Entity reserves the right to reject the goods in case the goods fail to meet the Technical Specifications. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages.

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.

*Department of Social Welfare and
Development Field Office Caraga*

TRISTAN C. TELEN
Director III

Tacloban Sam's Trading

FLOYD M. SALAZAR
Authorized Representative

SIGNED IN THE PRESENCE OF:

MA. LEA R. ALEGARBES
Nutritionist Dietician III

JENNIFER LABADO
Supplier's Representative
(Printed Name and Signature)

Certified as to Availability of Funds:

GRETCHEN F. ESCALA
Accountant III/ Chief Accountant

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of TACLOBAN CITY, Philippines,
this 24th day of September, 2024 personally appeared:


Name	I.D. No.	Date / Place Issued
TRISTAN C. TELEN	DSWD ID No.: 16-13053	October 5, 2023 / Butuan City
FLOYD M. SALAZAR	<u>PRC No. 0108490</u>	<u>6/15/2007 Tacloban City</u>

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 COMMERCIAL POWDERED MILK FOR SUPPLEMENTARY FEEDING PROGRAM 14TH CYCLE IMPLEMENTATION C.Y. 2024 (2ND POSTING) - LOT 1 POWDERED MILK, (33g.) Regular Flavor.**

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

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FAYE GLADYS M. TEJERO
NOTARY PUBLIC
for Tacloban City, Province of Leyte
NC No. 2024-01-43 valid until December 31, 2025
Roll No. 57206/IBP Receipt No. 323729/12-01-23/CY 2024
PTR No. 8490351/01-04-2024/Tacloban City
Door A-106, Kokoy's Building, 141 Sto. Nino St., Tac. City
*CLE Compliance No. VII-0011085 valid until April 14, 2025