

Republic of the Philippines
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
 Field Office V, Magnolia St. PBN Buraguis, Legazpi City

PROJECT : **SUPPLY AND DELIVERY OF FOOD ITEMS FOR THE SFP 10TH CYCLE IMPLEMENTATION IN ALBAY CLUSTER 3 PER IB GOP 2020-DSWD-23 (LOT 1,2,3 & 4) PER IB GOP/2020-DSWD-23**

CONTRACT NO.: **2020-15**

CONTRACT

This agreement **MADE AND ENTERED INTO THIS** DEC 03 2020, **BETWEEN** the Department of Social Welfare and Development, Field Office V, PBN-Buraguis, Legazpi City, Philippines, represented herein by its Regional Director, **ARNEL B. GARCIA, CESO II**, hereinafter referred as the **PURCHASER/FIRST PARTY**; and **HYLC TRADING** as represented herein by its Authorized Representative, **CRISTINA S. MANALANG**, with office address at Meiling Tower Bldg., 1133E Aguilar St., Sta. Cruz, Manila hereinafter referred to as the **SUPPLIER/SECOND PARTY**.

That for and in consideration of the total sum of **NINETEEN MILLION SIX HUNDRED SIXTY FOUR THOUSAND FOURTY FIVE PESOS AND ELEVEN CENTAVOS (PHP 19,664,045.11)** to be paid by the First Party to the Second Party, the second party shall furnish/deliver the following:

| Lot No. | Description | Unit | Qty | Total ABC |
|----------|-------------------------------------------------------------------------------------|-------|-----------|-----------------------|
| 1 | Vegetables | | | |
| | 1. Carrots, big, crispy, orange color, good quality, clean, free from soil and dirt | kilo | 7,849.92 | ₱ 784,992.00 |
| | 2. Eggplant, big | kilo | 15,699.84 | ₱ 1,004,789.76 |
| | 3. Garlic, mature, big | kilo | 1,883.48 | ₱ 188,348.00 |
| | 4. Ginger, yellow, native, clean, dry, free from soil and dirt | kilo | 2,515.72 | ₱ 469,433.35 |
| | 5. Monggo, fresh, red, free from weevil, labo | kilo | 945.88 | ₱ 122,964.40 |
| | 6. Monggo, fresh, green, free from weevil, labo | kilo | 1,882.92 | ₱ 225,950.40 |
| | 7. Onion, red, bulb, big, no decayed parts | kilo | 2,008.56 | ₱ 220,138.18 |
| | 8. Potato, sweet, fresh, dry, free from soil or dirt | kilo | 3,765.84 | ₱ 263,608.80 |
| | 9. Potato, white, fresh, dry, free from soil or dirt | kilo | 5,021.12 | ₱ 502,112.00 |
| | 10. Squash | kilo | 3,765.84 | ₱ 80,024.10 |
| | TOTAL: | | | ₱ 3,862,360.99 |
| 2 | Meat and Eggs | | | |
| | 1. Beef, ground, fresh, good quality, no objectionable odor | kilo | 9,414.60 | ₱ 3,087,988.80 |
| | 2. Egg, chicken, fresh, medium | piece | 283,284 | ₱ 2,280,436.20 |
| | TOTAL: | | | ₱ 5,368,452.00 |

JAY RALPH BARRANTES
Supplier/Witness

CRISTINA S. MANALANG
Authorized Representative
HYLC Trading

MA. CRISTINA M. FLORENDO
Purchaser/Witness

ARNEL B. GARCIA, CESO II
Regional Director

JAY RALPH BARRANTIES
Supplier/Witness

CRISTINA S. MANALANG
Authorized Representative
HLYC Trading

MA. CRISTINA M. FLORENDO
Purchaser/Witness

ARNEL B. GARCIA, CESO II
Regional Director

| 3 Non-perishable Goods (Groceries) | | | |
|-----------------------------------------------------------------|------|----------|-----------------------|
| 1. Corn kernel, 425g/can | can | 4,428 | ₱ 148,780.80 |
| 2. Corned beef, 150g/can | can | 33,924 | ₱ 868,454.40 |
| 3. Greenpeas, 155g/can | can | 8,100 | ₱ 109,350.00 |
| 4. Meatloaf, 150g/can | can | 8,388 | ₱ 148,467.60 |
| 5. Mushroom, whole, 425g/can | can | 2,956 | ₱ 149,573.60 |
| 6. Pineapple Tidbits, 425g/can | can | 4,428 | ₱ 225,385.20 |
| 7. Pork and Beans, 390g/can | can | 6,396 | ₱ 297,414.00 |
| 8. Sardines in Tomato Sauce, 155g/can | can | 16,152 | ₱ 339,192.00 |
| 9. Tuna Flakes in Oil, 155g/can | can | 28,240 | ₱ 821,784.00 |
| 10. Cocoa Powder, 70g/pack | pack | 7,184 | ₱ 238,508.80 |
| 11. Oil, cooking, 500ml/pack, vegetable w/ Vitamin A | pack | 13,184 | ₱ 672,384.00 |
| 12. Cornstarch, 200g/box | box | 5,024 | ₱ 109,020.80 |
| 13. Flour, 200g/pack | pack | 15,100 | ₱ 369,950.00 |
| 14. Noodles, macaroni, elbow, 400g/pack | pack | 6,328 | ₱ 231,604.80 |
| 15. Noodles, misua, free from weevil, 200g/pack | pack | 3,144 | ₱ 133,934.40 |
| 16. Noodles, sotanghon, 225g/pack | pack | 11,180 | ₱ 539,994.00 |
| 17. Noodles, spaghetti, 400gm/pack | pack | 6,328 | ₱ 169,590.40 |
| 18. Salt, iodized, coarse, 500gm/pack | pack | 2,536 | ₱ 42,858.40 |
| 19. Soy sauce, 200ml/pack | pack | 3,144 | ₱ 28,924.80 |
| 20. Sugar, brown, 500g/pack | pack | 3,456 | ₱ 96,768.00 |
| 21. Tomato sauce, 250gm/pack | pack | 4,008 | ₱ 75,350.40 |
| 22. Vinegar, 200ml/pack | pack | 3,144 | ₱ 25,152.00 |
| 23. Milk, evaporated, 140ml/can | can | 21,608 | ₱ 324,120.00 |
| 24. Milk, RTD (plain, strawberry/yogurt), at least 90ml/pack | pack | 62,764 | ₱ 734,338.80 |
| TOTAL: | | | ₱ 6,900,901.20 |
| 4 Rice | | | |
| 1. Rice, commercial, well-milled, free from weevil | kilo | 87,869.6 | ₱3,136,944.72 |
| 2. Rice, glutinous, well-milled, free from weevil | kilo | 6,276.40 | ₱ 395,413.20 |
| TOTAL: | | | ₱ 3,532,357.92 |

In compliance with the technical specifications as stated in Section VII. of the Bidding Documents.

The delivery of food items will be on a weekly basis for Lot 1-Vegetables and Lot 2 – Meat & Eggs; Monthly basis for Lot 3 – Non-perishable goods; and One-time full delivery on Lot

4 - Rice following the Cycle Menu/ Distribution List per LGU/cluster/CDC (Child Development Center);

The Food items are packed per Child Development Center (CDC) allocation upon delivery; and

The delivery of raw food items should be directly to the City/Municipal Social Welfare and Development Offices / City/Municipal Halls of each LGUs.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

THAT, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Bid Form, including the Technical and Financial Proposals, and all other documents/ statements submitted;
- (b) The Schedule of Requirements;
- (c) The Technical Specification;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Performance Security; and
- (g) The Notice of Award

THAT, 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;

THAT, the Purchaser shall have the right to inspect the items delivered by the Supplier to ensure its conformity to the approved specifications. Should any inspected item do not conform to the specifications, the Purchaser may reject the items delivered and the Supplier shall replace the delivered items free of cost to the Purchaser;

THAT, the Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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;

THAT, HLYC Trading shall bill DSWD FO V on a monthly basis. Replacement of defective goods shall be made within the prescribed delivery period;

THAT, if the Supplier fails to deliver any of the items within the **prescribed delivery period as stated in the distribution list**, after the receipt of Notice to Proceed, the Purchaser shall deduct from the Contract Price as liquidated damages, a sum equivalent to 1/10 of 1% of the cost of the undelivered portion for every day of delay until actual delivery or performance. If Liquidated Damage reaches more than 10%, the Purchaser may consider termination of the Contract;

THAT, to guarantee the faithful performance by the Service Provider, it shall post a Performance Security prior to the signing of Contract. The Performance Security shall be posted in favor of the department, and shall guarantee the payment of the security as penalty in the event it is established that the winning bidder is in default in any obligations under Contract;

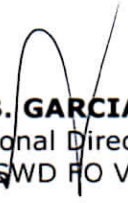

JAY RALPH BARRANTES
Supplier/Witness

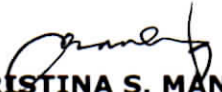

CRISTINA S. MANALANG
Authorized Representative
HLYC Trading


MA. CRISTINA M. FLORENDO
Purchaser/Witness



ARNEL B. GARCIA, CESO II
Regional Director

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in accordance with their respective existing laws, the day and year above written.


ARNEL B. GARCIA, CESO II
Regional Director
DSWD FO V


CRISTINA S. MANALANG
Authorized Representative
HLYC Trading

SIGNED IN THE PRESENCE OF:


MA. CRISTINA M. FLORENDO
Purchaser Witness


JAY RALPH BARRANTES
Supplier/Witness

CERTIFIED FUNDS AVAILABLE:


LLOYD DRAZEN B. BAS, CPA
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) s.s.

BEFORE ME, a Notary Public this _____ day of _____ at MANILA personally appeared **ARNEL B. GARCIA, CESO II** and **CRISTINA S. MANALANG** exhibited to me their Competent Evidence of Identity ID No. 00433 issued in Legazpi City on December 17, 2018 and ID No. 201-240-229-000 issued at Manila issued on 02/02/2018 respectively. Known to me to be the person who executed the foregoing instrument and acknowledgement to me the same as their free act and that of the principal they represent. This instrument consists of five (5) pages including the page, which, the acknowledgement is written.

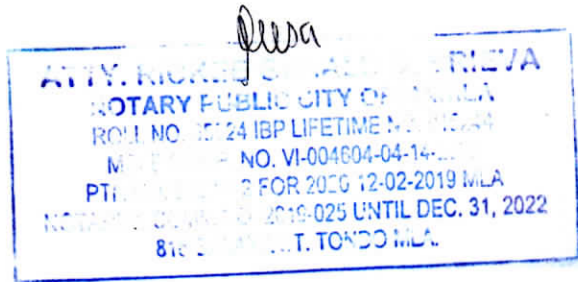
WITNESS MY HAND AND SEAL on the date and place written.

Jay Ralph Barrantes
JAY RALPH BARRANTES
Supplier/Witness

Cristina S. Manalang
CRISTINA S. MANALANG
Authorized Representative
HLYC Trading

Ma. Cristina M. Florendo
MA. CRISTINA M. FLORENDO
Purchaser/Witness

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Arnel B. Garcia Ceso II
ARNEL B. GARCIA CESO II
Regional Director