

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 MASBATE CLUSTER 2 (LOT 1,2,3 & 4) PER IB GOP/2020-DSWD-34**

CONTRACT NO.: **2020-26**

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 **HLYC 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 **TWENTY-ONE MILLION ONE HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED ELEVEN PESOS AND SIXTY-FOUR CENTAVOS (PHP 21,198,711.64)** 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	8,453.52	₱845,352.00
	2. Eggplant, big	kilo	16,907.04	₱1,082,050.56
	3. Garlic, mature, big	kilo	2,027.80	₱202,780.00
	4. Ginger, yellow, native, clean, dry, free from soil and dirt	kilo	2,717.08	₱507,007.13
	5. Monggo, fresh, red, free from weevil, labo	kilo	1,017.96	₱132,334.80
	6. Monggo, fresh, green, free from weevil, labo	kilo	2,027.88	₱243,345.60
	7. Onion, red, bulb, big, no decayed parts	kilo	2,163.08	₱237,073.57
	8. Potato, sweet, fresh, dry, free from soil or dirt	kilo	4,055.76	₱283,903.20
	9. Potato, white, fresh, dry, free from soil or dirt	kilo	5,407.68	₱540,768.00
	10. Squash	kilo	4,055.76	₱86,184.90
	TOTAL			₱4,160,799.76
2	Meat and Eggs			
1. Beef, ground, fresh, good quality, no objectionable odor	kilo	10,139.40	₱3,325,723.20	

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

Arnel B. Garcia, CesO II
ARNEL B. GARCIA, CESO II
 Regional Director

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

	2. Egg, chicken, fresh, medium	piece	305,124	₱2,456,248.20
	TOTAL			₱5,781,971.40
	Non-perishable Goods (Groceries)			
3	1. Corn kernel, 425g/can	can	4,776	₱160,473.60
	2. Corned beef, 150g/can	can	36,560	₱935,936.00
	3. Greenpeas, 155g/can	can	8,716	₱117,666.00
	4. Meatloaf, 150g/can	can	8,976	₱158,875.20
	5. Mushroom, whole, 425g/can	can	3,244	₱164,146.40
	6. Pineapple Tidbits, 425g/can	can	4,776	₱243,098.40
	7. Pork and Beans, 390g/can	can	6,952	₱323,268.00
	8. Sardines in Tomato Sauce, 155g/can	can	17,420	₱365,820.00
	9. Tuna Flakes in Oil, 155g/can	can	30,496	₱887,433.60
	10. Cocoa Powder, 70g/pack	pack	7,736	₱256,835.20
	11. Oil, cooking, 500ml/pack, vegetable w/ Vitamin A	pack	14,168	₱722,568.00
	12. Cornstarch, 200g/box	box	5,348	₱116,051.60
	13. Flour, 200g/pack	pack	16,204	₱396,998.00
	14. Noodles, macaroni, elbow, 400g/pack	pack	6,892	₱252,247.20
	15. Noodles, misua, free from weevil, 200gm/pack	pack	3,516	₱149,781.60
	16. Noodles, sotanghon, 225g/pack	pack	12,004	₱579,793.20
	17. Noodles, spaghetti, 400gm/pack	pack	6,892	₱184,705.60
	18. Salt, iodized, coarse, 500gm/pack	pack	2,796	₱47,252.40
	19. Soy sauce, 200ml/pack	pack	3,516	₱32,347.20
	20. Sugar, brown, 500g/pack	pack	3,832	₱107,296.00
	21. Tomato sauce, 250gm/pack	pack	4,364	₱82,043.20
	22. Vinegar, 200ml/pack	pack	3,516	₱28,128.00
	23. Milk, evaporated, 140ml/can	can	23,200	₱348,000.00
	24. Milk, RTD (plain, strawberry/yogurt), at least 90ml/pack	pack	67,596	₱790,873.20
	TOTAL			₱7,451,637.60
	Rice			
4	1. Rice, commercial, well-milled, free from weevil	kilo	94,634.40	₱3,378,448.08
	2. Rice, glutinous, well-milled, free from weevil	kilo	6,759.60	₱425,854.80
	TOTAL			₱3,804,302.88
	GRANDTOTAL			₱21,198,711.64

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


JAY RALPH BARRANTES
Supplier/Witness

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;

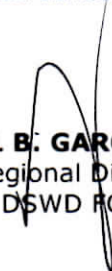
THAT, to guarantee the faithful performance by the Service Provider, it shall post a Performance Security prior to the signing of Contract. The Performance Security shall be posted in favor of the department, and shall guarantee the payment of the security as penalty in the event it is established that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


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 RO 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

Jay Ralph Barrantes
JAY RALPH BARRANTES
Supplier/Witness

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

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

BEFORE ME, a Notary Public this _____ day of _____ at _____ 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 02/08/2018 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.

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

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Book No. XII
Sens of Mm

Rickee Gerald D. Brieva
ATTY. RICKEE GERALD D. BRIEVA
NOTARY PUBLIC CITY OF MANILA
ROLL NO. 00124 IBP LIFETIME NO. 015244
MCLE NUMBER NO. VI-004604-04-14-2012
PTR NO. 0000002 FOR 2020 12-02-2019 MLA
NOTARIAL COM. NO. 2019-025 UNTIL DEC. 31, 2022
818 BALAYA ST. TONDO MLA.

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