

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

PROJECT : **SUPPLY AND DELIVERY OF RAW MATERIALS (CANNED SARDINES) FOR FAMILY FOOD PACKS – STOCKPILE 2020 (IB GOP 2020-DSWD-41)**

CONTRACT NO.: **2020-11**

CONTRACT

NOV 26 2020

This agreement **MADE AND ENTERED INTO THIS** NOV 26 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 **CENTURY PACIFIC FOOD, INC.** as represented herein by its Authorized Representative, **MA. PAZ THERESA ROQUE**, with office address at 33rd Floor, The Orient Square Building, F. Ortigas Jr. Road Ortigas Center, Pasig City, Metro Manila hereinafter referred to as the **SUPPLIER/SECOND PARTY**.

That for and in consideration of the total sum of **ONE MILLION SIX HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED PESOS (P 1,659,600.00)** to be paid by the First Party to the Second Party, the second party shall furnish/deliver the following:

Item No.	Description	Unit of Issue	Qty	Unit Cost	Amount
1	-555 SARDINES (BONUS PACK) - Canned Sardines in tomato sauce, not spicy, not in easy-open can -155 grams, 100 pcs/box -Certified Halal Product with Nutritional Information in the label base on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the labelling of Pre-packaged Food Products distributed in the Philippines", -should indicate expiry date; not less than 2 years from the date of delivery -tin can thickness not less than: top end 0.14mm; bottom-0.14mm; and body-0.14mm -the brands must be existing in the Philippine Market for at least 5 years	boxes	1,200	P1,363.00	P1,659,600.00

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;

Victor Carlos A. Roque
Supplier/Witness

MA. PAZ THERESA ROQUE
Authorized Representative
Century Pacific Food, Inc.

MARITES L. QUILMORADO
Purchaser/Witness

ARNEL B. GARCIA, CESO II
Regional Director

- (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, payment of the total contract price shall be made only after the full delivery of all the goods. Replacement of defective goods shall be made within the prescribed **15 calendar day** delivery period;

THAT, if the Supplier fails to deliver any of all the items within **15 calendar days** 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;

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

MA. PAZ THERESA ROQUE
Authorized Representative
Century Pacific Food, Inc

SIGNED IN THE PRESENCE OF:

MARITES L. QUICMOEIO
Purchaser Witness

VICENTE CARLOS A. NOBLES
Supplier/Witness

CERTIFIED FUNDS AVAILABLE:

LLOYD DRAZEN B. BAS, CPA
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF FAIRVIEW, QUEZON CITY) s.s.

BEFORE ME, a Notary Public this 10 DEC 2020 day of _____ at FAIRVIEW, QUEZON CITY personally appeared **ARNEL B. GARCIA, CESO II** and **MA. PAZ THERESA ROQUE** exhibited to me their Competent Evidence of Identity ID No. 00433 issued in Legazpi City on December 17, 2018 and ID No. _____ issued at _____ issued on _____ 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 three (3) pages including the page, which, the acknowledgement is written.

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

Victor A. Roque
Vice President
Supplier/Witness

MA. PAZ THERESA ROQUE
Authorized Representative
Century Pacific Food, Inc.

M. N. Oquendo
Purchaser/Witness

ARNEL B. GARCIA, CESO II
Regional Director

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Krisleen Grace T. Urdas
ATTY KRISLEEN GRACE T URDAS
Notary Public
Until December 31, 2020
IBP No. 099158/12-17-2019 Q.C.
PTR No 9462309/1-14-2020 Q.C.
Roll No. 63450
TIN: 313-914-928-000
Adm Matter No. NP 142-(2020)
MCLE No. V-002611/ VI-0017357
Add: 100 Pontiac cor Consul St.
Fairview, Quezon City