

NOTICE TO PROCEED

10 September 2021

MR. JAKE T. ALTIYEN
General Manager
ZENITHAL-JNA CONSTRUCTION AND SUPPLY
La Trinidad, Benguet

Dear Mr. Altiyen,

The attached Contract of Agreement, having been approved, notice is hereby given to **ZENITHAL-JNA CONSTRUCTION AND SUPPLY** that work may commence for the project, **Purchase and Delivery of Food Supplies for SFP 11th Cycle in Abra under ITB 2021-DSWD-CAR-026.**

Upon receipt of this notice, you shall be responsible for performing the services under the terms and conditions of the agreement and in accordance with the Implementation and Delivery Schedule.

Please acknowledge receipt and acceptance of this notice by signing the space provided below. Keep one (1) copy and return the remaining copies to this Office.

Very truly yours,


ARNEL B. GARCIA, CESO II
Regional Director

I acknowledge receipt of this Notice on: September 15, 2021
Date

Name or Authorized Representative: Jake T. ALTIYEN
Name

Signature: 

CONTRACT AGREEMENT

THIS AGREEMENT made on the SEP 14 2021 day of **September 2021** between **Department of Social Welfare and Development – Cordillera Administrative Region** represented by **DIR. ARNEL B. GARCIA, CESO II**, Regional Director with office address at 40 North Drive, Baguio City, Philippines (hereinafter called "the Entity") of the one part and **Zenithal – JNA Construction and Supply** represented by **MR. JAKE T. ALTIYEN, General Manager** with office address at Rm. 2c BSU EMPC & Alumni Bldg., KM5 La Trinidad, Benguet, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and services, particularly **Purchase and Delivery of Food Supplies for the 11th Cycle Supplementary Feeding Program in Abra** under **ITB 2021-DSWD-CAR-026** and has accepted a Bid by the Supplier for the supply of those goods and services with an aggregate contract amount of **Two Million Six Hundred Sixty-Five Thousand Four Hundred Ninety-Five Pesos (Php 2,665,495.00)**, (hereinafter called "the Contract Price").

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 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 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;

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.

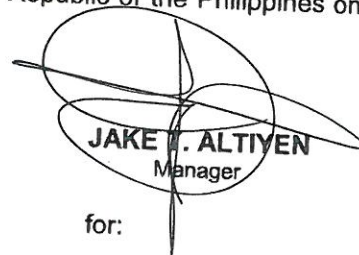
3. In consideration for the sum of **Two Million Six Hundred Sixty-Five Thousand Four Hundred Ninety-Five Pesos (Php 2,665,495.00)** for FY2021 or such other sums as may be ascertained, **Zenithal – JNA Construction and Supply** agrees to provide the goods and services for the **Purchase and Delivery of Food Supplies for the 11th Cycle Supplementary Feeding Program in Abra** under **ITB 2021-DSWD-CAR-026** in accordance with his/her/its Bid.
4. The **Department of Social Welfare and Development – Cordillera Administrative Region** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

ARNEL B. GARCIA, CESO II
Regional Director

for:

**Department of Social Welfare and
Development – Cordillera
Administrative Region**



JAKE T. ALTIYEN
Manager

for:

**Zenithal – JNA Construction
and Supply**

Signed in the presence of


LIBERTINE A. BALICDANG
SWO IV/Head, Community-Based

CERTIFIED FUNDS AVAILABLE:


WILBOURN B. BACOLONG
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

LA TRINIDAD, BENGUET)

BEFORE ME, a Notary Public for in LA TRINIDAD, BENGUET
Philippines, personally appeared this SEP 14 2021 day of **September 2021**.

Name Issued	Community Tax Cert. No./ID No.	Date/Place
<u>ARNEL B. GARCIA, CESO II</u>	_____	_____
<u>JAKE T. ALTIYEN</u>	<u>CCI 2018 22143546</u>	<u>1/11/2021 / La Trinidad Benguet</u>

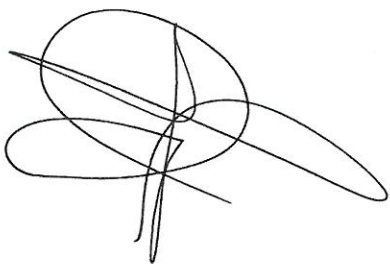
Known to me to be the same persons, who executed the foregoing instruments and acknowledged that the same is free and voluntary act and deed.

This document refers to the Contract of Services consisting of three (3) pages including this page signed by the parties and witnesses.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my notarial seal at the place and date above written.

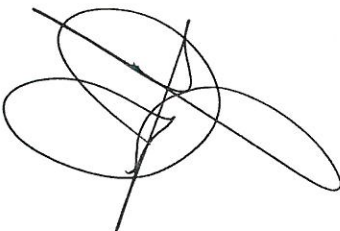
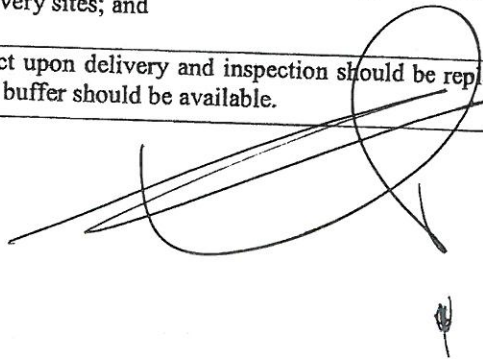
Doc. No.: 185
Page No.: 38
Book No.: JA
Series of: 0071

EDGAR LING O. EDICING
Notary Public
My Commission Expires on December 31, 2022
Reg. No. 52279; May 11, 2006
RTR No. 6867933; 12/18/2020 for 2021; Benguet
IBP LIFETIME NO. 08824; Baguio-Benguet Chapter
MCLE Compliance No VI-0011763; 08/14/18
Room 215, Pines Hill Commercial Center Building II
Km. 5, La Trinidad, Benguet, Philippines



Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are to be delivered in the respective areas of delivery specified under the detailed list of delivery schedule. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) and Section VII (Technical Specifications).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Eleonor B. Ayan/SFP Focal Person</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools or equipment required for assembly and/or delivery of the supplied Goods; c. performance or supervision or maintenance and/or guarantee good quality of the supplied Goods, for a period of time indicated in the bidding documents and/or as agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; d. availability of manpower for the loading and unloading of the goods to the designated delivery sites; and e. items deemed reject upon delivery and inspection should be replaced within the day or a buffer should be available.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

The goods required are listed in **Section VI (Schedule of Requirements)** and **Section VII (Technical Specifications)** and the cost of delivery, taxes and other fees are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of the Goods from **September 2021 to December 2021 or any changes that may be introduced during the contract implementation**. The goods shall be supplied as promptly as possible, but in any case shall be communicated immediately.

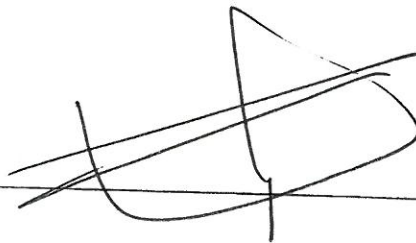
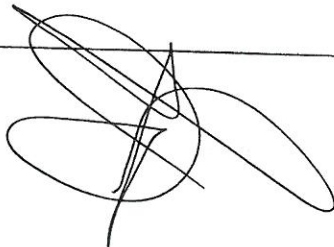
In case of fortuitous events or any circumstance beyond the procuring entity's control, the end-user shall closely coordinate the change of delivery schedule or changes in implementation of the project.

Packaging –

The Supplier shall provide such packaging of the Goods as required to prevent damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The packaging must adhere to the conditions specified under **Section VII (Technical Specifications)** with sticker tagged with "DSWD Property, Not for Sale" with DSWD logo.



	Transportation –
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	“The terms of payment shall be as follows: <i>Payment shall be processed every after complete delivery.</i> ”
4	The inspections and tests that will be conducted are: <i>Physical inspection of the goods delivered to the designated delivery sites.</i>

