



NOTICE OF PROCEED

November 4, 2021

Susan A. Columbres
Sole Proprietor
BJMARK MARKETING AND IRON WORKS
Zone 2, Talabaan, Zamboanga City

Dear Ms. Columbres,

The attached contract having been approved, notice is hereby issued to BJMARK MARKETING AND IRON WORKS to proceed with the supply and delivery of Frozen Goods for the Home for the Elderly for 2nd Semester of CY 2021 for a contract cost of One Million One Hundred Eighty-Four Thousand One Hundred Pesos (Php1,184,100.00).

Deliveries shall be completed based on the herein attached revised delivery schedules, while liquidated damage shall be imposed for late deliveries at 1/10 of 1% of the unperformed or undelivered portion for every day of delay.

Please acknowledge receipt of this notice.

Very truly yours,


ATTY. SITTIE RAIFAH M. PAMALOY-HASSAN
OIC-Regional Director

11/4/21



(Signature)
Susan A. Columbres

(Authorized Representative)
Nov. 8, 2021

(Date Received)

CONTRACT AGREEMENT

THIS AGREEMENT made this 3rd day of October 2021 between **Department of Social Welfare and Development (DSWD) Field Office No. 9**, Gen. Vicente Alvarez Street, Zamboanga City, Philippines (hereinafter called "the Entity") of the one part and **BJMARK MARKETING AND IRON WORKS**, Zone 2, Talabaan, Zamboanga City, Zamboanga City, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Procurement of **FROZEN GOODS FOR THE HOME FOR THE ELDERLY FOR 2ND SEMESTER OF 2021** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million One Hundred Eighty-Four Thousand One Hundred Pesos (Php1,184,100.00)** (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 **One Million One Hundred Eighty-Four Thousand One Hundred Pesos (Php1,184,100.00)** or such other sums as may be ascertained, **BJMARK MARKETING AND IRON WORKS** agrees to supply and delivery the above-cited items in accordance with his/her/its Bid.
4. The **Department of Social Welfare and Development (DSWD) Field Office IX**, Gen. Vicente Alvarez Street, Zamboanga City, Philippines, 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.

Sittie Raifah M. Pamaloy-Hassan
ATTY. SITTI RAIFAH M. PAMALOY-HASSAN
OIC-Regional Director

Susan A. Columbers
SUSAN A. COLUMBRES
Sole Proprietor

for:

for:

DSWD FIELD OFFICE IX

BJMARK MARKETING
AND IRON WORKS

EXECUTED AND SIGNED IN THE PRESENCE OF:

Hasan B. Alfad
HASAN B. ALFAD
Witness

AND

Aida C. Homboy
AIDA C. HOMBOY
Witness

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA
X-----X

) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on the above date and place, personally appeared the following:

NAME	DETAILS
ATTY. SITTI RAIFAH M. PAMALOY HASSAN	ID # 20-0014
SUSAN A. COLUMBRES	ID # 0001

Both known to be to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free will and voluntary acts and deed as well as that of the institution represented. This agreement consisting of two pages (2) signed by the parties and their instrumental witness in all pages refer to an AGREEMENTS for the contract.

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ATTY. QUIRINO G. ESQUERRA, JR.
Notary Public
NAME OF NOTARY PUBLIC OFFICE Quirino G. Esquerra, Jr. 2021
Serial No. PIR No. 2170608; 1-5-2021; Z.C.
Notary Public Commission No. 2020-010
Notary Public Roll No. 18761; 3-14-15
Roll of Attorneys Esquerra General & Elumba Law Firm
PTR No. Esquire Centre Building
IBP No. Tomas Claudio Ext., Z.C.