

NOTICE TO PROCEED
May 19, 2023

SUSAN COLUMBRES
Owner/Manager
BJMARK MARKETING AND IRON WORK

Dear MS. Columbres,

The attached contract having been approved, notice is hereby issued to **BJMARK MARKETING AND IRON WORK** to proceed with the supply **ITB-2023-03-009 PROCUREMENT OF CY 2023 FOOD STUFF (FROZEN GOODS) FOR THE CONSUMPTION OF DSWD FO IX PCDP CLIENTS**, for a contract cost of **TWO MILLION EIGHT HUNDRED THOUSAND FIVE HUNDRED EIGHTY PESOS ONLY (Php 2,800,580.00)**.


Deliveries shall be completed based on the delivery schedules stipulated in the bidding document, while Liquidated Damage (LD) shall be imposed for the deliveries at 1/10 of 1% of the unperformed/undelivered portion for every day of delay.

Effectively of the contract commences as soon as this notice is received by the supplier/bidder.

Please acknowledge receipt of this notice.

Very truly yours,


MARIA CORAZON G. SUMICAD
OIC-ARDA



(Signature)
SUSAN COLUMBRES
(Authorized Representative)

MAY 24, 2023

(Date Received)

CONTRACT AGREEMENT

THIS AGREEMENT made this 19th day of May 2023 between **DSWD FIELD OFFICE IX** of **General Vicente Alvarez Street, Zamboanga City, Philippines** (hereinafter called "the Entity") of the one part and **BJMark Marketing & Iron Works** of **Zone 2, Talabaan, Zamboanga City** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the **Procurement of CY 2023 Food Stuff (Frozen Goods) for the consumption of DSWD FO IX PCDP clients** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO MILLION EIGHT HUNDRED THOUSAND FIVE HUNDRED EIGHTY PESOS ONLY (Php2,800,580.00)** (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 EIGHT HUNDRED THOUSAND FIVE HUNDRED EIGHTY PESOS ONLY (Php2,800,580.00)** or such other sums as may be ascertained, **BJMark Marketing & Iron Works** agrees to comply with all contractual obligation in accordance with his/her/its Bid.
4. The DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT, FIELD OFFICE IX, 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.

RIDUAN P. HADJIMUDDIN, CESO IV
Regional Director

SUSAN COLUMBRES
Owner/Manager

For

For

DSWD FIELD OFFICE IX

BJMark Marketing & Iron Works

SIGNED AND EXECUTED IN THE PRESENCE OF:

HASAN B. ALFAD
Witness

and

AIDA HOMBOY
Witness

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA) S.S

ACKNOWLEDGMENT

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

NAME	DETAILS
RIDUAN P. HADJIMUDDIN	ID No. 09-0052
SUSAN COLUMBRES	J04-23000252

Both known 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 (2) pages signed by the parties and their instrumental witness in all pages refer to an AGREEMENT for the contract.

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Book No 630
Series of 2023

ATTY. QUIRINO G. ESGUERRA, JR.
Notary Public
Until December 31, 2023
PTR No. 2545138; 1-3-2023; Z.C.
Notarial Commission No. 2020-010
IBP Lifetime Membership No. 2182
Roll No. 38761; 3-14-94
Esguerra General Elumba Ibbra Lota Talipan Rojas Law Offices
ESQUIRE CENTRE Building
Tomas Claudio Ext., Z.C.