



NOTICE TO PROCEED
JUNE 14, 2023

JOHNNY O. QUE
President
WAFFLE TIME INC.
QHP Bldg. Door 4, Arsenal Street, Iloilo City

Dear Mr. Que,

The attached contract having been approved, notice is hereby issued to **WAFFLE TIME INC.** to proceed with the supply and ITB-2023-03-012 Procurement of Food Item, (Canned corn Beef 150 grams 48's) for Stockpiles in the Warehouse of DRMD of the Dswd Field Office IX for a contract cost of Fourteen Million Three Hundred Sixty Four Thousand Pesos Only (Php 14,364,000.00)

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
ARDA

I acknowledged receipt of this notice on: June 15, 2023
Name of the representative of Bidder: Ariane Joy T. Cabalonga
Authorized signature: _____

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CONTRACT AGREEMENT


THIS AGREEMENT made this _____ day of JUN 05 2023 2023 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 **WAFFLE TIME INC.** QHP Bldg. Door 4, Arsenal Street, Iloilo City Philippines, (hereinafter called "the Supplier") of the other part;

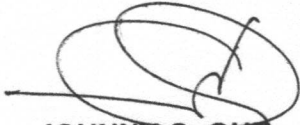
WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **ITB-2023-03-012 PROCUREMENT OF FOOD ITEM (CANNED CORN BEEF 150 GRAMS 48'S) FOR STOCKPILE IN THE WAREHOUSE OF DRMD OF THE DSWD FIELD OFFICE IX**, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FOURTEEN MILLION THREE HUNDRED SIXTY FOUR THOUSAND PESOS ONLY (Php 14,364,000.00)** (hereinafter called "the Contract Price").

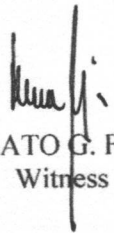
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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
 - 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;
 - ii. Notarized Performance Securing Declaration or Performance Security
 - iii. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - iv. 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 **FOURTEEN MILLION THREE HUNDRED SIXTY FOUR THOUSAND PESOS ONLY (Php 14,364,000.00)** or such other sums as may be ascertained, **WAFFLE TIME INC.** Agrees to supply and deliver the above-

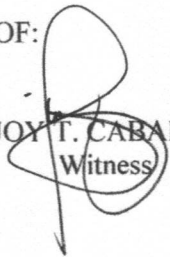
IN WITNESS whereof, the parties hereto have caused this **agreement** to be executed in accordance with the laws of the **Republic of the Philippines** on the day and year first above written.


RIDUAN P. HADJIMUDDIN, CESO IV
Regional Director
for:
DSWD FIELD OFFICE IX


JOHNNY O. QUE
President
for:
WAFFLE TIME INC.


RENATO G. FOJAS
Witness

AND


ARIANE JOY T. CABALONGA
Witness

EXECUTED AND SIGNED IN THE PRESENCE OF:

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

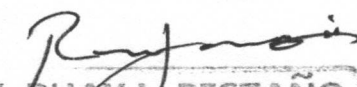
ACKNOWLEDGMENT

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

NAME	DETAILS
RIDUAN P. HADJIMUDDIN, CESO IV	DSWD ID # 09-0052
JOHNNY O. QUE	UMID ID # CRN-0111-3433337-0

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.

Doc. No. 397
Page No. 81
Book No. I
Series of 2023


ATTY. R'JAY L. PESTAÑO
Notary Public for City and Province of Iloilo
Notarial Commission Reg. No. 134
Issued on February 9, 2023, Iloilo City
For a term ending until on December 31, 2024
Mezzanine Floor, CRDI Bldg., Cor. Ledesma & Quezon Sts.
City Proper, Iloilo City
PTR No. 8084613 / January 3, 2023 / Iloilo City