

NOTICE TO PROCEED
July 26, 2023

ERWIN CATA CUTAN
Owner/Manager
LUCKY 8 MARKETING
San Roque, Zamboanga City

Dear **Mr. CATA CUTAN**:


The attached contract having been approved, notice is hereby issued to **LUCKY 8 MARKETING** to proceed with the supply and ITB-2023-03-018 2nd Public Bidding Procurement of ICT Equipment's & Devices of DSWD FO IX for a contract cost of Two Million Three Hundred Seventy Eight Thousand Two Hundred Eight Pesos Only (Php 2,378,208.00)

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) 

CONFORME:


LUCKY 8 MARKETING
Authorized Representative
Date: 7-26-23

CONTRACT AGREEMENT


THIS AGREEMENT made this _____ day of JUL 25 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 **LUCKY 8 MARKETING San Roque, Zamboanga City Philippines**, (hereinafter called "the Supplier") of the other part;


WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **ITB-2023-03-018 2ND PUBLIC BIDDING PROCUREMENT OF ICT EQUIPMENT'S AND DEVICES OF DSWD FO IX**. And has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED EIGHT PESOS ONLY (Php 2,378,208.00)** (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 **TWO MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED EIGHT PESOS ONLY (Php 2,378,208.00)** or such other sums as may be ascertained, **LUCKY 8 MARKETING** Agrees to supply and deliver 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.


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


ERWIN CATACUTAN
Owner/Manager
for.
LUCKY 8 MARKETING

EXECUTED AND SIGNED IN THE PRESENCE OF:


RENATO G. FOJAS
Witness
1/24

AND


MYLA FORNELOSA
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
RIDUAN P. HADJIMUDDIN, CESO IV
ERWIN CATACUTAN

DETAILS
DSWD ID # 09-0052
TIN: 937-078-489-000

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. 39
PAGE NO. 09
BOOK NO. 24
SERIES OF 2023


NILDA J. CERDINE
NOTARY PUBLIC FOR ZAMBOANGA CITY
ROLL OF ATTORNEY NO. 58957
IBP OR NO. 189212/ PTR NO. 2345097
MCLE COMP. NO. VII-0013070 UNTIL 04/14/2025
RM. 201 MENDOZA BLDG. PILAR ST. ZC
NOTARIAL COMMISSION 2023-021 UNTIL 12/31/2025