

# CONTRACT

## **"Supply and Delivery of Nutritious Food Packs for Kinder to Grade 6 Feeding Beneficiaries of SDO Marikina City School-Based Feeding Program Implementation for SY 2020-2021 (60 Days)"**

DEC 18 2020

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the **DEPARTMENT OF EDUCATION MARIKINA CITY DIVISION**, located at Shoe Ave., Sta. Elena, Marikina City, Philippines as represented by the Schools Division Superintendent, **MS. SHERYLL T. GAYOLA**, hereinafter referred to as the "ENTITY" and **Philippine Nutri-Foods Corporation**, located at Unit 605 COHERCO Financial Tower Trade St. Corner Investment Drive, Madrigal Business Park, Muntinlupa City, represented herein by **MR. PAUL R. HIPOLITO**, hereinafter called the "SERVICE PROVIDER."

WHEREAS, the Entity is desirous that the Service Provider executes the "Supply and Delivery of Nutritious Food Packs for Kinder to Grade 6 Feeding Beneficiaries of SDO Marikina City School-Based Feeding Program Implementation for SY 2020-2021 (60 Days)," hereinafter called the "SERVICES" and the Entity has accepted the bid for **Twelve Million Fifty-Two Thousand Eight Hundred Pesos (Php 12,052,800.00)** by the Contractor for the execution and completion of such SERVICE and the remedying of any defects/problems therein.

NOW THEREFORE, premises considered, the parties hereby agree as follow:

1. In this contract, words and expressions shall have the same meaning as are respectively assigned to them in condition of Contract;
2. The following documents shall be deemed to form, be read construed as part of this Contract;
  - A. General and Special Conditions of Contract;
  - B. Specifications and Schedule of Delivery;
  - C. Invitation to Bid;
  - D. Instruction to Bidders;
  - E. Bid Data Sheet;
  - F. Addenda and/or Supplemental/ Bid Bulletins, if any;
  - G. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted, including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - H. Eligibility requirements, documents and/or statements;
  - I. Performance Security;
  - J. Notice of Award of Contract and the bidder's conforme thereto;
3. Contract duration or completion shall commence on the date of receipt of the **NOTICE TO PROCEED** by the Service Provider or on the date specified in the **NOTICE TO PROCEED** if a date was specified for the purpose. The completion of the project is 60 days;
4. The amount of liquidated damages (LD) deductible from payments due to Service Provider shall be one tenth of the one percent (0.1%) of the cost of the unperformed portion of the Contract for every day delay. Once the cumulative amount of LD reached 10% of the amount of this Contract, the Entity shall rescind this contract without prejudice to other courses of action and remedies open to it;
5. In consideration of the Contract Price mentioned herein to be paid by the Entity to the Service Provider, the Service Provider hereby covenants with the Entity to execute and complete such Services and remedy defects/problems therein in conformity in all respect with the provision of

the Contract. Service Provider is liable to any untoward incidents related to food such as food poisoning and the like;

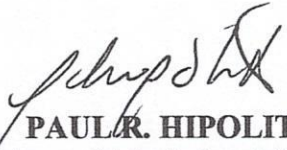
6. The **ENTITY** hereby covenants to pay the **SERVICE PROVIDER** in consideration of the execution and completion of such Services and the remedying of defects/problems therein. The Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract;

7. The Contract Price shall be paid to the Service Provider through the Government disbursement procedure subject to the payment, retention money, and warranty provision in the General Condition of Contract, the Special Conditions of Contract, and the IRR of R.A. 9184.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws on the day and year written above.

SIGNED, SEALED, AND DELIVERED BY:

  
**SHERYLL T. GAYOLA**  
*Asst. Schools Division Superintendent*  
*OIC, Office of the Schools Division Superintendent*  
SDO-Marikina City  
(ENTITY)

  
**PAUL R. HIPOLITO**  
*Sales and Marketing Manager*  
**Philippine Nutri-Foods Corporation**  
(SERVICE PROVIDER)

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS



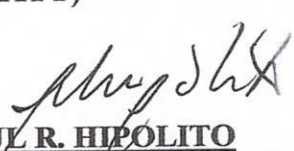
(Republic of the Philippines) S.S.  
QUEZON CITY Metro Manila

### ACKNOWLEDGEMENT

At the above-mentioned place this \_\_\_\_\_ day of DEC 18 2020 personally appeared before me:

  
**SHERYLL T. GAYOLA**  
*Asst. Schools Division Superintendent*  
*OIC, Schools Division Superintendent*  
SDO-Marikina City  
(ENTITY)

Res. Cert. No. \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at: \_\_\_\_\_

  
**PAUL R. HIPOLITO**  
*Sales and Marketing Manager*  
**Philippine Nutri-Foods Corporation**  
(SERVICE PROVIDER)

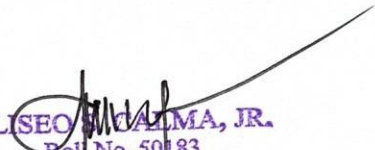
Res. Cert. No. \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at : \_\_\_\_\_

Known to me be the same person who executed the foregoing instrument and who acknowledged to me the same is their free and voluntary act and deed that of the offices they respectively represent.

The foregoing instrument is an Owner-Service Provider Contract consisting of \_\_\_\_\_ pages including this page on which this acknowledgement is written and signed by the parties hereto and their instrumental witnesses on the left margin of each and every page thereof.

WITNESS MY HAND AND SEAL on the place and date first above written.

Doc. No. 187  
Page No. 39  
Book No. XL  
Series of mm

  
**ELISEO CALMA, JR.**  
Roll No. 50183  
PTR No. 9521280c, Jan. 21, 2020  
IBP No. 095280, Nov. 20, 2019  
MCLE Comp. No. VI-0012817 until April 14, 2022  
20 Kamagong St., Sapamanai Village  
East Fairview, Quezon City  
ADM Matter No. NP-067  
Until Dec. 31, 2021