



Republic of the Philippines
Department of Education
REGION XI
SCHOOLS DIVISION OF DIGOS CITY

Bids and Awards Committee

NOTICE TO PROCEED

04 SEP 2023

MARIA FATIMA C. ABUELA
Authorized Representative
Ma-an's Bakeshop Co.
McArthur Highway, Bago Aplaya, Talomo District
Davao City

Dear Ms. Abuela:

The undersigned wishes to inform you that the Contract Agreement for "**Project No. 23-06-069: Procurement of Food Supplies for the Implementation of School-Based Feeding Program of SY 2023-2024 (Lot 1 – Procurement of Enhanced Breads)**", with the contract price of **Two Million Three Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five Pesos (Php 2,388,755.00)**.

You are now hereby notified to commence the delivery within seven (7) calendar days from the issuance of this notice or on the date as stipulated and shall complete the delivery in accordance with the terms and conditions as reflected in the Agreement.

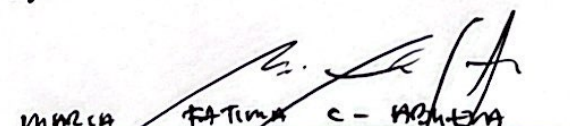
Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly return the original copies to the BAC Secretariat of this Division.

Very truly yours,


MELANIE P. ESTACIO, PhD, CESO VI
Office of the Schools Division Superintendent
Head of Procuring Entity

Receipt of NTP is hereby acknowledged:

By:


MARIA FATIMA C. ABUELA
(Contractor's Signature over Printed Name)

Date: 09/05/2023



Address: Roxas Street cor. Lopez Jaena Street, Zone II, Digos City 8002

☎ 553-8396/553-8376/553-9170/553-8375 📠 553-8396/553-8376

🌐 www.depeddigoscity.org ✉ digos.city@deped.gov.ph



Republic of the Philippines
Department of Education
REGION XI
SCHOOLS DIVISION OF DIGOS CITY

CONTRACT

SEP 01 2023

This AGREEMENT, made this ____ day of _____, 2023 at Digos City, Province of Davao del Sur by and between:

DEPARTMENT OF EDUCATION – SCHOOLS DIVISION OF DIGOS CITY represented by **Melanie P. Estacio, PhD, CESO VI**, OIC-Schools Division Superintendent, with office address at Roxas corner Lopez-Jaena Streets, Barangay Zone II, Digos City, Davao del Sur, hereinafter called "**the Entity**",

and

MA-AN'S BAKESHOP CO. represented by **MARIA FATIMA C. ABUELA**, Authorized Representative, with business address located at McArthur Highway, Bago Aplaya, Talomo District, Davao City, Philippines hereinafter called "**the Supplier**";

WHEREAS, the Entity invited Bids for certain goods, particularly **Project No. 23-06-069: Procurement of Food Supplies for the Implementation of School-Based Feeding Program for SY 2023-2024 (Lot 1: Procurement of Enhanced Breads)** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Two Million Three Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five Pesos (Php 2,388,755.00)** 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

1

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 Three Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five Pesos (Php 2,388,755.00)** or such other sums as may be ascertained, **MA-AN'S BAKESHOP Co.** agrees to **deliver Food Supplies for the Implementation of School-Based Feeding Program for SY 2023-2024 (Lot 1: Procurement of Enhanced Breads)** in accordance with its Bid.

3.1. The price specified above is inclusive of all other charges including payment for taxes, duties, levies and charges assessed on it in connection with this Contract.

4. The **Department of Education – Schools Division of Digos City** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. Delivery

5.1. The Supplier hereby covenants to deliver said **Food Supplies** on the Eight (8) Elementary Schools under the Schools Division of Digos City as drop-off points with the duration of **85 days (once every week)**. Cost of delivery is deemed included in the price specified above;

5.2. Delivery shall commence on 18 SEP 2023 and will be every Monday of the week from 8:00 AM to 11:00 AM.

5.3. Bread received must be in good condition, not expired, no signs of molds, no foul smell, and in soft textures. Individually packed in food grade plastic pouches or 1 pouch for the number of feeding days. The Packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date. If possible, there must be an imprinted sign per pack which indicates "**DepEd-SBFP, NOT FOR SALE**". Price inclusive of delivery fare. PLEASE refer to the Revised Specifications for NFP attached to the Menu.

5.4. Delivery to school placed in bread crates and delivered in a closed transportation (van).

5.5. Personnel involved in the production of commodity should wear the proper protective equipment like apron, hairnet, and disposable plastic food gloves.

5.6. Delivery personnel will wear PPE like hairnet, white clean shirt, and shoes.

2

5.7. In case of failure to deliver the said goods within the stipulated period, the Supplier shall be liable to the Entity for Liquidated Damages equivalent to at least one tenth (1/10) of one percent (1%) of the value of the unperformed portion of the contract every day of delay or breach of the delivery schedule by the Supplier. The Supplier, however, may request that the period be extended on valid and reasonable grounds, subject to the Entity's approval. If so, the Supplier shall give a written notice at least one (1) week ahead of the schedule.

6. Inspection and Acceptance

- 6.1. The Entity or its representative shall have the right to inspect and/or test the goods at the delivery address and the Supplier shall facilitate such inspection and provide required assistance;
- 6.2. The Entity shall have fifteen (15) days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this Contract. All rejected goods will be returned to the Supplier at the latter's expense. The Entity's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by the Entity prior to delivery;
- 6.3. The Supplier agrees that the Entity's payment under this Contract shall not be deemed acceptance of any Goods delivered hereunder.
- 6.4. The Supplier agrees that any acceptance by the Entity does not release the Supplier from any warranty or other obligation under this Contract;
- 6.5. Title to the Goods shall pass to the Buyer when they are delivered and accepted by the Entity. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to the Entity.

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.


MELANIE P. ESTACIO, PhD, CESO VI
Schools Division Superintendent *hr*


MARIA FATIMA C. ABUELA
Authorized Representative

for:

for:

Department of Education – Schools Division of
Digos City


Ma-an's Bakeshop Co.


Witness:


QUIRÁN M. LOYOLA
Administrative Officer II

Witness:

Allotment Available:


NEPTUNE L. TAMBILAWAN
Budget Officer III


NORELIZA A. MISAL, CPA
Accountant III

Acknowledgment

Republic of the Philippines...)
DAVAO CITY...) S.S
X.....X

BEFORE ME appeared this day of SEP 01 2023, 2023 in DAVAO CITY, Philippines personally appeared the parties to this instrument through Competent Evidence of Identity indicated above as defined by the 2004 Rules on Notarial Practice, known to me to be the same persons who voluntarily executed and signed for the purpose stated in the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and if the parties herein act in a representative capacity, they have the authority to sign in that capacity.

This instrument, refers to a Contract Agreement for the delivery of Food Supplies for the Implementation of School-Based Feeding Program consisting of four (4) pages including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY SEAL, the day, year and place above written.

Doc No. 721
Page No. 66
Book No. XXXV
Series of 2023

KAREN CATE J. PINTO
Notary Public
Until December 31, 2023
Roll of Attorney's No. 70440
Notarial Commission No. 2022-144-2023
PTR No. 7895928-12/29/2022 - Davao City
IBP OR No. 260237-01/03/2023 - Davao City
MCLE Compliance No. VII-0019140-05/25/2022
Davao City
0912 - 893 - 6619 ; 0945 - 280 - 298