



Republic of the Philippines
BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING
SRA Compound, Annex II Building Ext.,
North Avenue, Diliman, Quezon City
(02) 8928-8741

QF-AFD-QOP04-10
Rev 00
August 20, 2024

CONTRACT OF AGREEMENT

**BUREAU OF AGRICULTURAL
AND FISHERIES ENGINEERING**

AND

PURE GOLD PRICE CLUB, INC.

FOR THE

**SUPPLY AND DELIVERY OF YEAR END AND
ANNUAL SUPPLIES CY 2024 OF BAFE
EMPLOYEES**

IB NO. 012-24

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement is made and executed by and between;

The **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)**, an agency of the Government of the Republic of the Philippines with an office address at Sugar Center, Annex II Building Extension, North Avenue, Diliman, Quezon City, represented by its **DIRECTOR, BALDWIN G. JALLORINA, Ph.D.** hereinafter referred to as the **PROCURING ENTITY**;

- AND -

PURE GOLD PRICE CLUB, INC., a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 35 Don Mariano Marcos Avenue Cor. Luzon Avenue, Commonwealth, Quezon City represented herein by its **BIDDING SUPERVISOR, MARILOU BIÑAR** hereinafter referred to as the **SUPPLIER**.

WITNESSETH THAT:

WHEREAS, the BAFE - Bids and Awards Committee (BAC) initiated the procurement activity for the **SUPPLY AND DELIVERY OF YEAR END AND ANNUAL SUPPLIES CY 2024 OF BAFE EMPLOYEES** (referred to as the "PROJECT") with a total approved budget for the contract (ABC) in the amount of **Eight Hundred Sixty Four Thousand Pesos and (PhP 864,000.00) for Lot 1 and Five Hundred Forty Thousand Pesos (Php 540,000.00) for Lot 2** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB No. 012-24** with the following details:

Lot No.	Description	ABC (PhP)
1	Year-End Supplies (Food Basket)	864,000.00
2	Annual Supplies (Well Milled Rice)	540,000.00
Grand Total		1,404,000.00

WHEREAS, the public bidding for the **PROJECT** was conducted on October 08, 2024;

WHEREAS, after careful evaluation of the proposal and post qualification on the **PROJECT**, the **SUPPLIER** has been found to be **RESPONSIVE** and was declared as the **Single Calculated and Responsive Bidder (SCRB)**.

WHEREAS, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 176, Series of 2024** dated the 14th day of November 2024, **recommending the award of contract for the PROJECT through public bidding to the SUPPLIER**;

WHEREAS, the SUPPLIER is willing to supply, deliver, and comply with the requirements of the PROCURING ENTITY;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

I. SCOPE OF CONTRACT

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **PROCURING ENTITY** and the **SUPPLIER**;
2. The Technical Specifications, Terms of Reference, Conditions of the Contract, Purchase/Work Orders, Supplemental/Bid Bulletin, and Bid Documents shall be made as an integral part of this contract, hereto attached;

II. CONTRACT PRICE

1. As consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SUPPLIER** under this contract, the **PROCURING ENTITY** shall pay the **SUPPLIER** the total contract price of **ONE MILLION TWO HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED TWENTY NINE PESOS (PHP1,279,829.00)** for the **PROJECT** detailed as follows; and

Description	Quantity	Unit	Unit Cost (Php)	Total Cost (Php)
SUPPLY AND DELIVERY OF YEAR-END AND ANNUAL SUPPLIES CY 2024 OF BAFE EMPLOYEES				
LOT 1				
Ham (Pork), at least 1 kg	104	pcs	632.00	65,728.00
Ham (Chicken), at least 1 kg	16	pcs	484.50	7,752.00
Hotdog (Pork), at least 1 kg	104	pack	213.20	22,172.80
Hotdog (Chicken), at least 1 kg	16	pack	215.00	3,440.00
Spaghetti Noodles, at least 900 g	120	pack	107.10	12,852.00
Elbow Macaroni, at least 400 g	120	pack	41.85	5,022.00
Spaghetti Sweet Blend Sauce, at least 900 g	120	pack	101.50	12,180.00
Luncheon Meat 25% Less Sodium, at least 340g, 12oz	520	pcs	222.40	115,648.00
Luncheon Meat (Chicken), at least 360g	192	pcs	77.00	14,784.00
Corned Beef, at least 380g	360	pcs	181.05	65,178.00
Vienna Sausage, at least 130g	520	pcs	60.00	31,200.00

Chicken Sausage, at least 130g	112	pcs	71.40	7,996.80
Fruit Cocktail in Light Syrup, at least 830g	240	pcs	92.85	22,284.00
Pineapple Tidbits, at least 470 ml (pouch)	120	pcs	103.05	12,366.00
Real Mayonnaise, at least 470 ml (pouch)	240	pcs	174.50	41,880.00
Filled Cheese, at least 430 g	240	pcs	148.00	35,520.00
Creamy Peanut Butter, at least 16 oz	240	pcs	217.50	52,200.00
Condensed Creamer, at least 370 ml	240	pcs	69.90	16,776.00
Kaong, at least 340g	120	pcs	89.80	10,776.00
Nata de Coco, at least 340g	120	pcs	65.70	7,884.00
Chocolate Bar, at least 160 g	120	pcs	173.40	20,808.00
Queso de Bola, at least 350 g	120	pcs	209.10	25,092.00
All Purpose Cream, at least 250 ml	480	pcs	46.70	22,416.00
Chocolate Powdered Drink, at least 600g	120	pcs	193.80	23,256.00
Coffee in Glass Jar, at least 200g	120	pcs	591.00	70,920.00
Coffee Creamer, at least 450 g	120	pcs	107.95	12,954.00
Plastic Box, at least 50 liters with wheels	120	pcs	366.20	43,944.00
Total (Lot 2)				783,029.60
LOT 2				
Well Milled Rice (25kg/sack)	360	pc	1380.00	496,800.00
Total (Lot 2)				496,800.00
Grand Total				1,279,829.60

2. All fees, taxes, and other similar charges, imposed by the Philippine Government on the **PROJECT** shall be on the account of the **SUPPLIER**;

III. OBLIGATION OF THE PARTIES

1. The **SUPPLIER** shall deliver the goods and services relative to the **PROJECT** within **SEVEN (7) CALENDAR DAYS FROM THE RECEIPT OF NOTICE TO PROCEED (NTP)** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** one time payment shall be made upon completion and acceptance of the Supply, Delivery, and Installation of Various

Semi-Expendable Office Furniture and Fixtures and submission of the Delivery Receipt and Sales Invoice subject to existing government accounting rules and regulations;

IV. FORCE MAJEURE

1. The **SUPPLIER** shall not be in default under this contract for any delay in the **PROJECT** caused by force majeure or fortuitous event, provided that the **SUPPLIER** informs the **PROCURING ENTITY** in writing of such delay within ten (10) calendar days after the occurrence of the cause of delay. Upon receipt of such notice of delay, the **PROCURING ENTITY** shall promptly ascertain the facts and the extent of the delay. The decision of the **PROCURING ENTITY** shall be binding upon the **SUPPLIER**;
2. No extension of time shall be granted to the **SUPPLIER** if notice of delay is made after the expiration of the 10-day period provided in the preceding paragraph;

V. PERFORMANCE BOND

The **SUPPLIER** shall, prior to signing of this Contract, procure and furnish the **PROCURING ENTITY** the **PERFORMANCE BOND** equivalent to thirty percent (30%), if surety bond callable upon demand, or five percent (5%) if cash or cashier/manager's check, bank draft/guarantee or irrevocable letter of credit of the total contract price or any combination of the foregoing proportionate to share of form with respect to the total amount of security. The **PERFORMANCE BOND** shall be posted in favor of the **PROCURING ENTITY**, and shall be forfeited in favor of the latter in the event it is established that the **SUPPLIER** is in default in any of its obligations under the contract. The **PERFORMANCE BOND** may be levied by the **PROCURING ENTITY** without recourse to any judicial action whatsoever. The **PERFORMANCE BOND** shall be released by the **PROCURING ENTITY** to the **SUPPLIER** after the completion and final acceptance of the **PROJECT**;

VI. PENALTY CLAUSE

In case the **SUPPLIER** fails to effect the **PROJECT** in accordance with Article IV hereof without any fault on the part of the **PROCURING ENTITY**, an amount equivalent to one-tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the **SUPPLIER** or levied upon the performance bond;

VII. GUARANTY OF MATERIAL AND WORKMANSHIP

The **SUPPLIER** hereby guarantees the project in favor of the **PROCURING ENTITY** against defaults or defects and shall have a **warranty for a period of three (3) months from the date of acceptance**. The obligation for the warranty for a period of one (1) year shall be covered by, at the **SUPPLIER'S** option, either retention money in the amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price;

VIII. ARBITRATION

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

IX. EFFECTIVITY

This Contract shall become fully effective and binding on the date this Contract is signed by both parties.

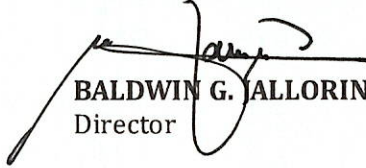
IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic on _____.

Signed, sealed, and delivered by **BALDWIN G. JALLORINA PhD.**, of the **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**.

Signed, sealed, and delivered by **MARILOU BIÑAR** of **PURE GOLD PRICE CLUB, INC.**


For and on behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING


BALDWIN G. JALLORINA PhD.
Director

For and on behalf of

PURE GOLD PRICE CLUB, INC.


MARILOU BIÑAR
Bidding Supervisor

Signed in the presence of:



Signature over printed name

Signature over printed name

CERTIFICATION AS TO AVAILABILITY OF FUNDS (CAF):

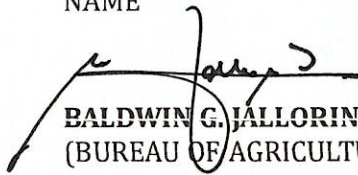

KIM F. BARTOLOME
Accountant III

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME this NOV 29 2024 personally appeared the following contracting parties namely:

NAME GOVERNMENT-ISSUED IDENTIFICATION ISSUED ON AND AT


BALDWIN G. JALLORINA Ph.D.
(BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING)

MARILOU BIÑAR UMID ID # SEPT. 2015 - Q.C.
(PURE GOLD PRICE CLUB, INC.) 0033-0236155-4

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract consists of seven (7) pages, including this page, which is signed by the parties and their witnesses on each and every page thereof. This refers to the **SUPPLY AND DELIVERY OF YEAR END AND ANNUAL SUPPLIES CY 2024 OF BAFE EMPLOYEES** under IB NO 012-24 by PURE GOLD PRICE CLUB, INC. to the Bureau of Agricultural and Fisheries Engineering.

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

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Page No.: 83
Book No.: XXI
Series of 2024

~~ATTY. WILLIAM M. AY-AY, C.P.A.
Attorney-at-Law / Notary Public
Until December 31, 2024
IBP No. 423304/01-16-2024/Quezon City
PTR No. 5602564-D/01-16-2024/Quezon City
MCLE Compliance VIII until 2025
Roll No. 84630
Adm. Matter No. NP-451/2023-2024
Calderon Building,
827 Edsa, South Triangle, Quezon City~~