



PROJECT: **Procurement of Immune Boosting Vitamins**

CONTRACT NO.: **2021-BHROD2(004)-BIII-CB-006-C112**

CONTRACT AGREEMENT

JUL 19 2021
THIS CONTRACT made and entered into this _____ day of _____ 20__ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Director, **ATTY. ANNE RACHEL C. MIGUEL** (hereinafter referred to as "**DEPED**"); and **CHOZ-A-MEDZ CORPORATION**, represented herein by its Official Representative, **ATTY. JOSE LUIS GENERAL**, with office address at Road 5, 7A Project 6, Quezon City, Philippines, (hereinafter referred to as "**CHOZ-A-MEDZ**").

DEPED and CHOZ-A-MEDZ are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the procurement of immune boosting vitamins and received bids from two (2) bidders; **DEPED** opened, read, and evaluated the bids of the two (2) bidders, and, after evaluation, **DEPED** post-qualified and declared the bid of **CHOZ-A-MEDZ** as the lowest calculated responsive bid in the sum of **PHILIPPINE PESOS FIVE HUNDRED FIFTY THOUSAND and 00/100 (PhP550,000.00) ONLY**, (hereinafter called the "**Contract Price**"), detailed as follows:

Description	Quantity	Amount (in Php)
Vitamin C with Zinc	220,000 capsules/tablets	PhP550,000.00

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 part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);

[Signature]
 CHOZ-A-MEDZ's Witness

[Signature]
 ATTY. JOSE LUIS GENERAL
 CHOZ-A-MEDZ

[Signature]
 DEPED's Witness

[Signature]
 ATTY. ANNE RACHEL C. MIGUEL
 Department of Education


CHOZ-A-MEDZ's Witness


ATTY. JOSE LUIS GENERAL
CHOZ-A-MEDZ


DEPED's Witness


ATTY. ANNE RACHEL C. MIGUEL
Department of Education

- a. Schedule of Requirements;
- b. Technical Specifications;
- c. General and Special Conditions of the Contract; and
- d. Bid Bulletin No. 1 dated 12 May 2021 and Bid Bulletin No. 2 dated 24 May 2021;

- ii. **CHOZ-A-MEDZ's** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and **CHOZ-A-MEDZ's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or **DEPED** in the PBD. **CHOZ-A-MEDZ** 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 Order, and Warranty Security, shall form part of the Contract.
3. Goods referred to in this Contract shall be delivered to the DepEd Central Office, DepEd Complex, Meralco Ave., Pasig City, within **THIRTY (30) CALENDAR DAYS** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the Goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the delivery site, through its authorized receiving personnel.
4. **CHOZ-A-MEDZ** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **CHOZ-A-MEDZ** is in default of any of its obligations under the contract. **CHOZ-A-MEDZ** shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.
5. Goods supplied under this Contract should conform to standards mentioned in Section VI. Schedule of Requirements in the bidding documents and shall comply with the following final specifications:

Brand	Xtracee Plus
Quantity	220,000 capsules (100 capsules per box)
Technical Specifications	562.5 mg Sodium Ascorbate with 27.5 mg Zinc

FDA CPR with Reg. No. DRP 7380 (valid from Nov 17, 2020 until October 2, 2022)

Expiry Date: May 2023

Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those stated above shall be discretionary to **DEPED** and is subject to the evaluation and recommendation of the end-user or implementing unit and the approval of the herein authorized representative and signatory;

6. Goods delivered with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by **CHOZ-A-MEDZ**.
7. Goods contemplated under this Contract shall be inspected and/or tested by **DEPED**, prior to delivery, at **CHOZ-A-MEDZ's** warehouse in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents;
8. In case **CHOZ-A-MEDZ** encounters condition(s) impeding timely delivery of the Goods, **CHOZ-A-MEDZ** shall promptly notify **DEPED** in writing of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. **CHOZ-A-MEDZ** must provide sufficient proof to support any request for work suspension and/or contract period extension;
9. Payment shall be made to **CHOZ-A-MEDZ** in accordance with the following disbursement procedures:
 - 9.1. An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the Goods are delivered, and accompanied by a claim for advance payment;
 - 9.2. **CHOZ-A-MEDZ** may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and Acceptance Reports, including certification by **CHOZ-A-MEDZ**, as approved by the duly authorized representative of **DEPED**, that the Goods have been delivered in accordance with the

CHOZ-A-MEDZ's Witness

ATTY. JOSE LUIS GENERAL
CHOZ-A-MEDZ

DEPED's Witness

ATTY. ANNE RACHEL C. MIGUEL
Department of Education


CHOZ-A-MEDZ, s Witness

contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures;

9.3. Subject to the recoupment of the advance payment contemplated in Clause 9.1 above, payment shall be made to **CHOZ-A-MEDZ** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

9.3.1. For initial progress payments, a minimum of 25% of the Contract Price shall be paid to **CHOZ-A-MEDZ** upon a minimum of 25% delivery and acceptance of the Goods;

9.3.2. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or in case of use in part of the retention money by reason of a call upon the warranty, the final payment shall constitute the release of the balance amount.


ATTY. JOSE LOUIS GENERAL
CHOZ-A-MEDZ

10. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee in the amount equal to one percent (1%) of the Contract Price required in Section 62 of RA 9184 and its IRR.


DEPED's Witness

11. **CHOZ-A-MEDZ** shall be liable for liquidated damages for the delay in delivery of Goods in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed Goods scheduled for delivery, for every day of delay until such Goods are finally delivered and accepted at the delivery site. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **CHOZ-A-MEDZ**, or collect from any of the securities posted by the **CHOZ-A-MEDZ**, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.


ATTY. ANNE RACHEL C. MIGUEL
Department of Education

12. The **Parties** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.


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

SIGNED, SEALED AND DELIVERED BY:

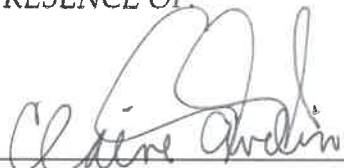

ATTY. ANNE RACHEL C. MIGUEL
Director IV
DEPARTMENT OF EDUCATION


ATTY. JOSE LUIS GENERAL
Official Representative
CHOZ-A-MEDZ

SIGNED IN THE PRESENCE OF:



DepEd's Witness



CHOZ-A-MEDZ's Witness

CERTIFIED FUNDS AVAILABLE: ₱50,000-


MA. RHUNNAL CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
Quezon City, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines,
this JUL 19 day of 2021 20__ personally appeared:

NAME **GOVERNMENT ISSUED ID**
(Number, Issued On, Issued By)

ATTY. ANNE RACHEL C. MIGUEL
Director IV
DEPARTMENT OF EDUCATION

ATTY. JOSE LUIS GENERAL
Official Representative
CHOZ-A-MEDZ

72860 IBP 1/9/2022

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. 406;
Page No. 83;
Book No. IV;
Series of 2021



Galias
NOTARY PUBLIC
ATTY. LINUS T. GALIAS
NOTARY PUBLIC FOR QUEZON CITY
ADMINISTRATIVE OFFICE - 2020-2021
IBP No. 72860 / 1-9-2022
IBP No. 72860 / 1-9-2022
IBP No. 72860 / 1-9-2022
211 DONNY SERRANO AVE,
MURPHY, QUEZON CITY

[Signature]
CHOZ-A-MEDZ's Witness

[Signature]
ATTY. JOSE LUIS GENERAL
CHOZ-A-MEDZ

[Signature]
DEPED's Witness

[Signature]
ATTY. ANNE RACHEL C. MIGUEL
Department of Education