



Republic of the Philippines
Department of Education
REGION XIII - CARAGA
SCHOOLS DIVISION OFFICE OF SURIGAO CITY

CONTRACT FOR GOODS

KNOW ALL MEN BY THESE PRESENTS:

This instrument made and executed by and between

BODEGUITA ENTERPRISES & SERVICES, a sole proprietorship duly organized and registered in accordance with Philippine laws, with principal office address in JC Aquino, Butuan City, hereinafter called the **FIRST PARTY**, and represented by **ROMAN C. DEL FIERRO** as its proprietor, a Filipino, of legal age, Filipino, married and a resident of Butuan City;

and

The **DEPARTMENT OF EDUCATION - SURIGAO CITY DIVISION**, a government agency duly constituted in accordance with the law and with address at M. Ortiz Street, Brgy. Washington, Surigao City, hereinafter called the **SECOND PARTY**, and duly represented by **KAREN L. GALANIDA, PhD, CESO VI**, Filipino, of legal age, married, and a resident of Socorro, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

WITNESSETH:

WHEREAS, the **FIRST PARTY** is a duly organized private company, which was verified and validated to be the bidder with the single calculated and responsive bid in the procurement for the **SUPPLY AND DELIVERY OF POWDERED MILK FOR THE SCHOOL-BASED FEEDING PROGRAM MILK COMPONENT OF DEPED SDO SURIGAO CITY**;

WHEREAS, the **SECOND PARTY** is the procuring entity and recipient of the aforementioned procurement;

WHEREAS, after having undergone and complied with all the requirements and procedure mandated under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement, the parties herein contract to proceed with the **SUPPLY AND DELIVERY OF POWDERED MILK FOR THE SCHOOL-BASED FEEDING PROGRAM MILK COMPONENT OF DEPED SDO SURIGAO CITY** under Contract No. **FY-2020-GOODS-045**;

NOW THEREFORE, for and in the total consideration of **ONE MILLION SIX HUNDRED FORTY THOUSAND FIVE HUNDRED THIRTY-FIVE PESOS (PHP 1,640,535.00)**, the **FIRST PARTY** hereby contracts to carry out the **SUPPLY AND DELIVERY OF POWDERED MILK FOR THE SCHOOL-BASED FEEDING PROGRAM MILK COMPONENT OF DEPED SDO SURIGAO CITY** in favor of the **SECOND PARTY**, under the following terms conditions, to wit:

1. That the **FIRST PARTY** shall accomplish the **SUPPLY AND DELIVERY OF POWDERED MILK FOR THE SCHOOL-BASED FEEDING PROGRAM MILK COMPONENT OF DEPED SDO SURIGAO CITY**, which obligation shall **include** the execution of the pertinent contracts and the signing of the procurement-related documents, the processing of all the necessary papers and documentation to warrant the delivery of the goods subject of this procurement, and the actual delivery itself of the procured goods within the stipulated period and in accordance to the Activity

Design, Project Specifications, Bill of Quantities, Bill of Estimates and Program of Works of this procurement project;

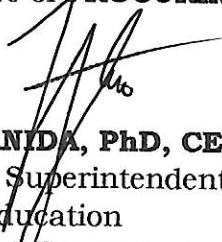
2. That, for purposes of clarity, the object of procurement refers to the following:
 - a. *3,666 packs POWDERED MILK, 1.7 kilogram per pack*
3. That the said delivery must be completed and received by the SECOND PARTY within **THIRTY (30) DAYS** from the receipt of the Notice to Proceed; provided that should there be extensions needed, the same must be effected with a written request from the FIRST PARTY, a written consent from the SECOND PARTY, and for the application of all pertinent consequences as provided under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement;
4. That the stipulated consideration is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
5. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to fulfill the warranties – subject to proper handling and storage by the SECOND PARTY – as provided under the law and under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement, such that if within the warranty period there would arise defects on the goods procured such as manufacturing defects and other defects prior to the delivery of the goods, the same must be remedied by the FIRST PARTY as mandated and stipulated; otherwise, redress and proper actions shall be instituted against the FIRST PARTY. Thus, for purposes of this particular procurement, both parties agree that the SECOND PARTY has **120 days** from actual receipt of the procured goods to demand redress/replacement due to hidden defects, especially since the quality cannot be immediately ascertained unless the boxes or packings are opened; and
6. That the following documents shall be attached, deemed to form and be read and construed as part of this agreement, to wit:
 - a. General and Special Conditions of Contract;
 - b. Specifications;
 - c. Invitation to Bid;
 - d. Instruction to Bidders;
 - e. Addenda and/or Supplemental/Bid Bulletins, if any;
 - f. Eligibility requirements, documents and/or statements;
 - g. Notice of Award of Contract and the Bidder's conforme thereto;
 - h. Other contract documents that may be required by existing laws and/or the Entity.

IN WITNESS whereof, the parties thereto have caused this Agreement to be executed: by the FIRST PARTY this _____, at _____, Philippines; and by the SECOND PARTY this January 13, 2021 at Surigao City, Philippines.

Signed, sealed, delivered by **FLORENCE E. ALMADEN, CESO VI**, the **BAC Chairperson** (for the DepEd-Division of Surigao City).

Signed, sealed, delivered by **ROMAN C. DEL FIERRO** the Proprietor/Manager (for BODEGUITA ENTERPRISES & SERVICES).

Binding Signature of **PROCURING ENTITY**



KAREN L. GALANIDA, PhD, CESO V
Schools Division Superintendent
Department of Education
Schools Division Office of Surigao
City
CTC No. _____
Issued on _____
at _____

Binding Signature of **CONTRACTOR**



ROMAN C. DEL FIERRO
Proprietor/Manager
BODEGUITA ENTERPRISES & SERVICES
Contractor
CTC No. 200 93370
Issued on 1/2/2021
at BUTUAN CITY

Signed in the presence of



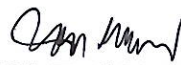
FLORENCE E. ALMADEN, CESO VI and



ALLOTMENT AVAILABLE:

SARO NO. 20-13-20-051
DATE: 8/4/2020


KRISNA BESS D. EDERA
Budget Officer


IDA B. SOLLOSO
Accountant-III

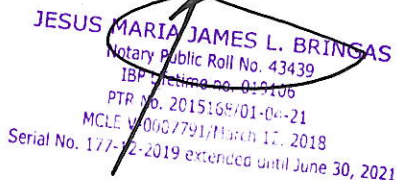
ACKNOWLEDGEMENT

Republic of the Philippines)
City of Surigao) S.C.

BEFORE ME, this _____ in the City of Surigao, Philippines, personally appeared **KAREN L. GALANIDA, PhD, CESO V** and **ROMAN C. DEL FIERRO** with their respective Community Tax Certificates, the particulars of which are as above written, known to me be the same persons who executed the foregoing instrument consisting of four (4) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free act and voluntary deed and that of the agency which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

Doc. No. 155
Page No. 111
Book No. 619
Series of 2021


JESUS MARIA JAMES L. BRINGAS
Notary Public Roll No. 43439
IBP Lifetime No. 012106
PTR No. 2015168701-04-21
MCLE W 00077917/ March 17, 2018
Serial No. 177-72-2019 extended until June 30, 2021