



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

JOEBZ COMPUTER SALES AND SERVICES, a sole proprietorship duly organized and registered in accordance with Philippine laws, with principal office address in Salazar St., Brgy. 14, Tacloban City, hereinafter called the **FIRST PARTY**, and represented by **RHODORA R. CUAJAO** as its proprietor, a Filipino, of legal age, Filipino, married and a resident of Tacloban 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 lowest calculated and responsive bid in the procurement for the **SUPPLY AND DELIVERY OF STORAGE DEVICES TO BE USED FOR THE PROVISION OF LEARNING RESOURCES FOR QUARTER 3 AND QUARTER 4 FOR KINDER TO GRADE 3 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 STORAGE DEVICES TO BE USED FOR THE PROVISION OF LEARNING RESOURCES FOR QUARTER 3 AND QUARTER 4 FOR KINDER TO GRADE 3 OF DEPED SDO SURIGAO CITY** under **Contract No. FY-2021-GOODS-048**;

NOW THEREFORE, for and in the total consideration of **ONE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND PESOS (PHP 1,365,000.00)**, the **First Party** hereby contracts to carry out the **SUPPLY AND DELIVERY OF STORAGE DEVICES TO BE USED FOR THE PROVISION OF LEARNING RESOURCES FOR QUARTER 3 AND QUARTER 4 FOR KINDER TO GRADE 3 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 STORAGE DEVICES TO BE USED FOR THE PROVISION OF LEARNING RESOURCES FOR QUARTER 3 AND QUARTER 4 FOR KINDER TO GRADE 3 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 said storage devices, 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:
*75 units of External Hard Drive, 1TB, 2.5" HDD, USB 3.0
2,205 units of USB OTG 3.0 Dual Drive, 32GB, thumb drives for computers and Android devices.*
3. That the said delivery of storage devices 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 **ninety (90) days** from actual receipt of the procured goods to demand redress/replacement due to hidden defects, especially since the storage devices' 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;

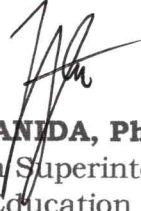
- g. Notice of Award of Contract and the Bidder's conforme thereto;
- h. Other contract documents that may be required by existing laws and/or the Entity.

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 _____ at Surigao City, Philippines.

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

Signed, sealed, delivered by **RHODORA R. CUAJAO** the Proprietor/Manager (for **JOEBZ COMPUTER SALES AND 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. CCI201924383471
 Issued on February 4, 2021
 at Brgy. Navarro, Socorro, SDN

Binding Signature of **CONTRACTOR**



RHODORA R. CUAJAO
 Proprietor/Manager
 JOEBZ COMPUTER SALES AND SERVICES
 Contractor
 CTC No. 31883145
 Issued on JANUARY 13, 2021
 at TACLOBAN CITY

Signed in the presence of



FLORENCE E. ALMADEN, CESO VI and **VANESSA A. BOLIVAR**

ALLOTMENT AVAILABLE:

SARO NO. pa-13-20-0984
DATE: 1/27/2020



KRISNA BESS D. EDERA
 Budget Officer



IDA B. SOLLOSO
 Accountant-III

ACKNOWLEDGEMENT

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

BEFORE ME, this 09 FEB 2021 in the City of Tacloban, Philippines, personally appeared **RHODORA R. CUAJAO** with her respective Community Tax Certificate, 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.

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Page No. 216
Book No. XV
Series of 2021

ATTY. SALVADOR V. ACEDILLA
Notary Public until December 31, 2021
Roll of Attorney No. 65538
IBP No. 114986 PTR No. 1387341
TIN-934-142-893
MCLE COMPLIANCE NO. VI-0004046
2nd Flr. Mejares Bldg., Narciso
corner Rizal Sts., Brgy. Washington, Surigao City

ACKNOWLEDGEMENT

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

BEFORE ME, this 10 1 FEB 2021 in the City of Surigao, Philippines, personally appeared **KAREN L. GALANIDA, PhD, CESO V** with her respective Community Tax Certificate, 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.

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Page No. 4
Book No. XVII
Series of 2021

DANIEL E. PEN
NOTARY PUBLIC
UNTIL DECEMBER 31 2021
PTR No. 5313247 (12/16/2020), Tacloban City,
IBP No. 136384 (12/22/2020), Leyte Chapter
Roll No. 48870, NC No. 2020-01-38 (1/29/20)