



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

CONTRACT FOR GOODS/SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

A.B. CATAMCO MARKETING AND ENTERPRISES, a sole proprietorship duly organized and registered under Philippine laws, with principal office address in E. Cinco St., Borongan, Eastern Samar, hereinafter called the **FIRST PARTY**, and represented by **ALEXANDER B. CATAMCO** as its authorized representative, a Filipino, of legal age, Filipino, married and a resident of the Philippines;

and

DEPARTMENT OF EDUCATION – SURIGAO CITY DIVISION, a government agency duly constituted under 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 **QUALITY PRINTING AND DELIVERY OF QUARTER 3 AND QUARTER 4 SELF LEARNING MODULES FOR K-3, EPP/TLE, AND SHS AND LINE ITEMS FOR SY 2021-2022 OF DEPED SDO SURIGAO CITY** hereinafter called **THE PROJECT**;

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 procedures mandated under R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, the parties herein contract to proceed with **THE PROJECT**;

NOW, THEREFORE, for and in the total consideration of **TWO MILLION THREE HUNDRED THIRTY THOUSAND SIX HUNDRED EIGHTY FOUR PESOS AND EIGHTY SIX CENTAVOS (PHP 2,330,684.86)**, the **FIRST PARTY** hereby contracts to carry out **THE PROJECT** in favor of the **SECOND PARTY**, under the following terms conditions, to wit:

1. That the **FIRST PARTY** shall accomplish **THE PROJECT**, 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 goods/services, and the actual delivery itself of the procured goods within the stipulated period and following the Activity Design, Project Specifications, and Bill of Quantities of this procurement project;
2. That, for purposes of clarity, the object of procurement refers to the items listed in Purchase Order No. 2022-02-021, as follows:

270,758 modules **QUARTER 3 AND QUARTER 4 SELF LEARNING MODULES**, 20-32 pages, 10.75” x 8.25” Portrait Uncoated Paper Book Cover; 70 GSM, Book Paper; Self-Cover, Binding; Stapler or saddle stitch;


3. That the said delivery of goods/services must be completed and received by the SECOND PARTY within **sixty (60) 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, 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 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 before 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 **sixty (60) 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;
6. That, in case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of the cost of the unperformed portion of the works for every day of delay shall be imposed; and
7. 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. Purchase Order;
 - i. Other contract documents that may be required by existing laws and/or the Entity.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed under Contract No. FY-2022-GOODS-004, this March 21, 2022, at Surigao City, Surigao del Norte, Philippines.


Signed, sealed, delivered by **LAILA F. DANAQUE, EdD, CESO VI**, the BAC Chairperson for Department of Education, Division of Surigao City.

Signed, sealed, delivered by **ALEXANDER B. CATAMCO** the Authorized Representative for A.B. CATAMCO MARKETING AND ENTERPRISES.

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 _____
 Issued at _____

Binding Signature of **CONTRACTOR**


ALEXANDER B. CATAMCO
 Authorized Representative
 A.B. CATAMCO MARKETING AND ENTERPRISES
 E. Cinco St., Borongan, Eastern Samar
 CTC No. 77N 10 MD 932-665-17M
 Issued on 03-01-2022
 Issued at Borongan City

Signed in the presence of


LAILA F. DANAQUE, EdD, CESO VI

Agency's Witness

and


NANCY CABALIN

Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. 16-17-22-00011

DATE: 02/02/2022


JANICE E. NAIG
OIC-Budget Officer

ACKNOWLEDGEMENT

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

BEFORE ME, this March 21, 2022 in the City of Surigao, Surigao del Norte, Philippines, personally appeared KAREN L. GALANIDA, PhD, CESO V with her respective Community Tax Certificates, the particulars of which are as above written, known to me by 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 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.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021 _____

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

BEFORE ME, this APR 04 2022 in the City of Borongan, Eastern Samar, Philippines, personally appeared ALEXANDER B. CATAMCO with his respective Community Tax Certificates, the particulars of which are as above written, known to me by 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 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.

NOTARY PUBLIC

Doc. No. 183
Page No. 78
Book No. XXXVII
Series of 2022


ATTY. RHODA MONTES CEBRICUS
NOTARY PUBLIC UNTIL DECEMBER 31/2023
NOT. COMMISSION No. 12-21-2021-RTC-BR-2
FIN 187-193-178
ROLL No. 599797 3/22/2012
PTR No. 2097443 / 01/03/2022/BORONGAN CITY
IBP LIFETIME MEMBER ID No. 0134827 E. SAMAR CHAPTER
MCLE COMPLIANCE No. VII-0003243 VALID UNTIL 04/14/2024