



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

CONTRACT FOR GOODS/SERVICES
 (CONTRACT NO. FY-2022-GOODS-016)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

D' PARAGON AA CORPORATION, a corporation duly organized and registered under Philippine laws, with principal office address in Purok 24 Malagamot, Brgy. Panacan, Davao City, hereinafter called the **FIRST PARTY**, and represented by **GERALD BUTAL** as its authorized representative, a Filipino, of legal age, Filipino, 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 **SUPPLY AND DELIVERY OF MILK COMPONENT (COMMERCIAL POWDERED MILK) FOR THE SCHOOL-BASED FEEDING PROGRAM FY 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 **ONE MILLION TWO HUNDRED FOURTEEN THOUSAND ONE HUNDRED SEVENTY SIX PESOS (PHP 1,214,176.00)**, 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. 2022-03-088, as follows:
 - a. 3,994 pack **COMMERCIAL POWDERED MILK**, Serving Size: 1 kilogram per pack, Energy: 420 calories


 JEFFREY M. CUNAWATAN
 Witness
 D' PARAGON AA CORPORATION


 GERALD BUTAL
 Authorized Representative
 D' PARAGON AA CORPORATION


 VIVIANO B. BARRTOS
 Attorney III


 KAREN L. GALANIDA, PhD, CESO V
 Schools Division Superintendent


3. That the said delivery of goods/services 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, 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 post the applicable warranty bond and 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 **thirty days (30) 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, upon delivery, the FIRST PARTY shall include additional pack for the inspectorate team to quality test by random picking.
7. That, as guaranteed during post-qualification process, the FIRST PARTY hereby warrants its capacity to fulfill to deliver the exact product shown in the said occasion within the stipulated delivery period. 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. All other legal provisions on the imposition of liquidated damages and breach of contract shall therefore apply; and
8. 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-016, this May 31, 2022, at Surigao City, Surigao del Norte, Philippines.


Signed, sealed, delivered by **VIVANIÑO B. BARRIOS**, the BAC Vice-Chairperson for Department of Education, Division of Surigao City.

Signed, sealed, delivered by **GERALD BUTAL** the Authorized Representative for D' PARAGON AA CORPORATION.

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 _____

Binding Signature of **CONTRACTOR**

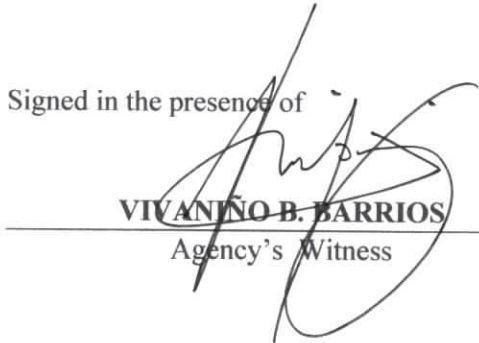

GERALD BUTAL
 Authorized Representative
 D' PARAGON AA CORPORATION
 Purok 24 Malagamot, Brgy. Panacan, Davao
 City
 CTC No. _____

Issued at _____

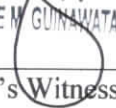
Issued on _____

Issued at _____

Signed in the presence of


VIVIANO B. BARRIOS
Agency's Witness

and


JEFFREY M. GUINAWATAN
Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. CSEC-17-22-0773

DATE: 01/01/2022


JANICE E. NAIG
OIC/Budget Officer

ACKNOWLEDGEMENT

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

JUN 07 2022
BEFORE ME, this May 31, 2022 in the City of Surigao, Philippines, personally appeared **KAREN L. GALANIDA, PhD, CESO V** and **GERALD BUTAL** with their 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 three (3) 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.

Doc. No. 222
Page No. 40
Book No. XII
Series of 2022

MA. KARLA JOSEE C. ILICAN-DELA VICTORIA
Notary Public
NOTARY PUBLIC
PTR No. 6359444 C. Davao City • 01-03-2022
IBP O.R. No. 178649 Davao City • 01-03-2022
Roll No. 64586 • TIN No. 900-900-433
Notarial Commission Serial No. 2021-021-2022
Abcon Bldg., D. Suazo St., Davao City