



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-023)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

JOEBZ COMPUTER SALES AND SERVICES, a sole proprietorship duly organized and registered under Philippine laws, with principal office address in Brgy. 14 Salazar St., Tacloban City, hereinafter called the **FIRST PARTY**, and represented by **RHODORA R. CUAJAO** as its authorized representative, a Filipino, of legal age, Filipino, married and a resident of the Philippines;

Vanessa S. Permiter
 Witness
 JOEBZ COMPUTER SALES AND SERVICES

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;

RHODORA R. CUAJAO
 Authorized Representative
 JOEBZ COMPUTER SALES AND SERVICES

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 ORIGINAL INKS TO BE USED FOR THE PROVISION OF LEARNING RESOURCES TO KINDER TO GRADE 12 LEARNERS FOR QUARTER 4 OF SY 2021-2022 AND SUCCEEDING QUARTERS OF SY 2022-2023** 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**;

LAILA F. DANAQUE, EdD, CESO VI
 Assistant Schools Division Superintendent

NOW, THEREFORE, for and in the total consideration of **NINE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED SIXTY FOUR PESOS AND FIFTY CENTAVOS (PHP 928,464.50)**, the **FIRST PARTY** hereby contracts to carry out **THE PROJECT** in favor of the **SECOND PARTY**, under the following terms conditions, to wit:

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

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. 2022-04-147, as follows:

- a. 2,071 bottles PRINTER INK, EPSON 003, Black, Original
- b. 500 bottles PRINTER INK, EPSON 003, Cyan, Original
- c. 500 bottles PRINTER INK, EPSON 003, Magenta, Original
- d. 500 bottles PRINTER INK, EPSON 003, Yellow, Original

Note: must have an authentic seal

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, and **three hundred sixty-five (365) days** for the repair of factory defects after the replacement period;

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-023, this , at Surigao City, Surigao del Norte, Philippines.


Vanessa B. Demireo
Witness
JOEBZ COMPUTER SALES AND SERVICES


RHODORA R. CUAIAO
Authorized Representative
JOEBZ COMPUTER SALES AND SERVICES


LAILA F. PANADUE, EdD, CESO VI
Assistant Schools Division Superintendent


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

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 **RHODORA R. CUAJAO** the Authorized Representative 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. _____
Issued on _____
Issued at _____

Binding Signature of **CONTRACTOR**

RHODORA R. CUAJAO
Authorized Representative
JOEBZ COMPUTER SALES AND SERVICES
Brgy. 14 Salazar St., Tacloban City
CTC No. 01563809
Issued on JANUARY 6, 2022
Issued at TACLOBAN CITY

Signed in the presence of

LAILA F. DANAQUE, EdD, CESO VI
Agency's Witness

and

Vanessa S. Ramirez
Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. _____

DATE: _____

JANICE E. NAIG
OIC-Budget Officer

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.C.

BEFORE ME, this JUL 22 2022 in the City of ~~TACLOBAN~~ Philippines, personally appeared **KAREN L. GALANIDA, PhD, CESO V** and **RHODORA R. CUAJAO** 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 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.

