



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

CONTRACT AGREEMENT
 (CONTRACT NO. FY-2023-GOODS-045)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP., an establishment duly organized and registered under Philippine laws, with principal office address in TLGPSC Bldg., Manhu Drive, South Diversion Road, Indahag, Cagayan de Oro City, hereinafter called the FIRST PARTY, and represented by GILBERT A. GABUTAN as its authorized representative, a Filipino, of legal age, 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 MARILOU B. DEDUMO, 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;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 NUTRITIOUS FOOD PRODUCTS FOR THE SCHOOL-BASED FEEDING PROGRAM SY 2023-2024 FOR 120 FEEDING DAYS OF DEPED SDO SURIGAO CITY (LOT 4) 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 FIVE HUNDRED NINETEEN THOUSAND THREE HUNDRED SIXTY FIVE PESOS AND SEVENTY SIX CENTAVOS (PHP 519,365.76), the FIRST PARTY hereby contracts to carry out THE PROJECT in favor of the SECOND PARTY, under the following terms and conditions, to wit:

MATHALIE P. CEBADILLO
 Witness
 THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.

GILBERT A. GABUTAN
 Authorized Representative
 THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.

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

MARILOU B. DEDUMO, PhD, CESO V
 Schools Division Superintendent



M. Ortiz St., Brgy. Washington, Surigao City, Surigao del Norte
 (086) 310-8325. (086) 826-1268
 surigaocity.procurement@deped.gov.ph
 www.depedsc.com

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

- a. Philippine Bidding Documents (PBDs);
 1. Schedule of Requirements;
 2. Technical Specifications;
 3. General and Special Conditions of Contract; and
 4. Supplemental or Bid Bulletins, if any

- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's conforme thereto; and

- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of FIVE HUNDRED NINETEEN THOUSAND THREE HUNDRED SIXTY FIVE PESOS AND SEVENTY SIX CENTAVOS (PHP 519,365.76) or such other sums as may be ascertained, the FIRST PARTY agrees to perform the obligations in accordance with his/her/its Bid.

4. The SECOND PARTY agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. 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;

Witness
MATH ACIE B. CARBUTAN
 THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.

Authorized Representative
GILBERT A. CARBUTAN
 THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.

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

Schools Division Superintendent
MARILOU B. DEJUMBO, PhD, CESO V



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6. That, for purposes of clarity, the object of procurement refers to the items listed in Purchase Order No. 2023-06-292-D, in such a condition whereby the freshness and taste of the goods procured are preserved, the sanitary packaging and manner of delivery are not compromised, and its expiration has not yet elapsed nor about to elapse during its scheduled distribution to and consumption by the recipient-learners;
7. That the said delivery of goods/services must be completed and received by the SECOND PARTY within one hundred twenty (120) 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;
8. That the stipulated consideration is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
9. 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;
10. 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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed under Contract No. FY-2023-GOODS-045, this September 12, 2023, 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 GILBERT A. GABUTAN the Authorized Representative for THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP..

Witness
 MARY PERLE D. CABRERA
 THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.
 GILBERT A. GABUTAN
 Authorized Representative
 THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.
 LAILA F. DANAQUE, EdD, CESO VI
 Assistant Schools Division Superintendent
 MARILOU DEDUMO, PhD, CESO V
 Schools Division Superintendent

Binding Signature of PROCURING ENTITY


Binding Signature of CONTRACTOR

MARILOU B. DEDUMO, PhD, CESO V
Schools Division Superintendent
for:
Department of Education
Schools Division Office of Surigao City
CTC No. _____
Issued on _____
Issued at _____

GILBERT A. GABUTAN
Authorized Representative
for:
THE LIFE-GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.
TLGPSC Bldg., Manhu Drive, South Diversion Road, Indahag, Cagayan de Oro City
CTC No. _____
Issued on _____
Issued at _____

Signed in the presence of


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


NATHALIE D. COMUNIDO
Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. _____

DATE: _____


JANICE E. NAIG
Budget Officer

ACKNOWLEDGEMENT

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

BEFORE ME, this _____ in the City of Surigao, Philippines, personally appeared MARILOU B. DEDUMO, PhD, CESO V and GILBERT A. GABUTAN 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




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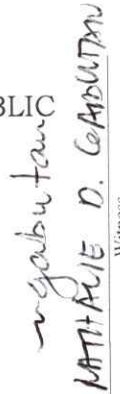
same is their free act and voluntary deed and that of the agency which they respectively represent.

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

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Book No. CXXXIX
Series of 2023


RAMIL G. CARREON
Notary Public NC-2022-51
Valid Until December 31, 2023
PTR No. 556530A, 01/03/2023 CDOC
IBP No. 268043, 01/04/2023 Mis Or.
TIN: 922-740-579
ROLL NO. 51523, 5-10-2006
CAGAYAN DE ORO CITY
MCLE Comp. No. VII-0015256, 04-11-2022

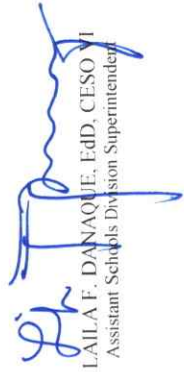
NOTARY PUBLIC


Witness
MATTI AULE D. GABUTAN

THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.


Authorized Representative
GILBERT A. GABUTAN

THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.





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

MARILOU DEHDUMO, PhD, CESO V
Schools Division Superintendent



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PURCHASE ORDER

Supplier: THE LIFE GIVING PRODUCTS AND SPECIALTY (MANHU-THE LIFE GIVING BREAD) CORP.		P.O. NO.: 2023-06-292-D			
Address: TLGPSC Bldg., Manhu Drive, South Diversion Road, Indahag, Cagayan de Oro City		Date: 12-Sep-2023			
TIN : VAT / 010-118-253-000		Mode of Procurement: Public Bidding			
Purpose: SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCT FOR SCHOOL-BASED FEEDING PROGRAM SY 2023-2024 FOR 120 FEEDING DAYS OF DEPED SURIGAO CITY DIVISION					
Focal: IRENETTA A. BALABA, RN (Nurse II)					
Gentlemen: Please furnish this office the following articles subject to the terms and conditions contained herein:					
Place of Delivery: Surigao City Division Office		Delivery Term: 120 day/s (DDP)			
Date of Delivery : 19-Sep-2023		Payment Term: 30 days			
Item No.	Unit	Descriptions	Quantity	Unit Cost	Amount
		LOT 4			-
6	pack	MALUNGAY CRACKERS	14,856	17.48	259,682.88
7	pack	SQUASH CRACKERS	14,856	17.48	259,682.88
		*Serving Size: 60 grams/pack			-
		*** NOTHING FOLLOWS ***			-
		Please see attached Technical Specification for each Nutritious Food Products.			-
Total Amount in Words: FIVE HUNDRED NINETEEN THOUSAND THREE HUNDRED SIXTY FIVE PESOS AND SEVENTY SIX CENTAVOS					519,365.76
In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.					
Conforme:			Very truly yours,		
 GILBERT A. SABUTAN Signature over Printed Name of Supplier Date: _____			 MARIOU D. DEDUMO, PhD, CESO V Schools Division Superintendent		
Fund Cluster: <u>01</u> Funds Available: <u>519,365.76 (Nov)</u>			ORS/BURS No.: <u>1023-09-01267</u> Date of the ORS/BURS: <u>9/22/2023</u> Amount: <u>519,365.76</u>		
 KRISNA BESS D. EDERA Accountant III					