



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

BESTFRIEND GOODIES, an establishment duly organized and registered under Philippine laws, with principal office address in Daayata Compound, Zone 2, Barangay Canitoan, Cagayan de Oro City, hereinafter called the FIRST PARTY, and represented by NENITA M. TAN 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 3) 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 EIGHT HUNDRED ONE THOUSAND SEVEN HUNDRED SEVENTY EIGHT PESOS AND THIRTY TWO CENTAVOS (PHP 801,778.32), the FIRST PARTY hereby contracts to carry out THE PROJECT in favor of the SECOND PARTY, under the following terms and conditions, to wit:

*[Signature]*  
 Witness  
 BESTFRIEND GOODIES

*[Signature]*  
 NENITA M. TAN  
 Authorized Representative  
 BESTFRIEND GOODIES

*[Signature]*  
 LAILA F. IJANAQUE, EdD, CESO VI  
 Assistant Schools Division Superintendent

*[Signature]*  
 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;

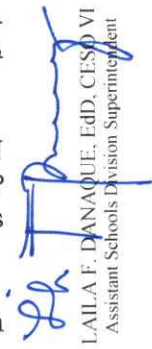
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- 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 EIGHT HUNDRED ONE THOUSAND SEVEN HUNDRED SEVENTY EIGHT PESOS AND THIRTY TWO CENTAVOS (PHP 801,778.32) 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;
6. That, for purposes of clarity, the object of procurement refers to the items listed in Purchase Order No. 2023-06-292-C, in such a condition whereby the freshness

  
Witness  
BESTFRIEND GOODIES

  
NENJAM T. TAN  
Authorized Representative  
BESTFRIEND GOODIES

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

  
MARILOU DEDUMO, PhD, CESO V  
Schools Division Superintendent

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

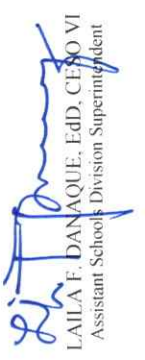
IN WITNESS whereof the parties hereto have caused this Agreement to be executed under Contract No. FY-2023-GOODS-045, this September 12, 2023, at Surigao City, Surigao del Norte, Philippines.

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 NENITA M. TAN the Authorized Representative for BESTFRIEND GOODIES.

  
NENITA M. TAN  
Authorized Representative  
BESTFRIEND GOODIES

  
NENITA M. TAN  
Authorized Representative  
BESTFRIEND GOODIES

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

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



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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 \_\_\_\_\_

**NENITA M. TAN**

Authorized Representative

for:

BESTFRIEND GOODIES

Daayata Compound, Zone 2,

Barangay Canitoan, Cagayan de Oro

City

CTC No. \_\_\_\_\_

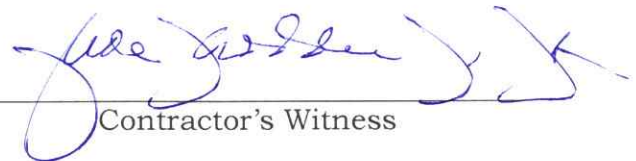
Issued on \_\_\_\_\_

Issued at \_\_\_\_\_

Signed in the presence of

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

and

  
Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. RO-17-27-0070

DATE: 02/15/2023

  
**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 NENITA M. TAN 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 five (5) 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.



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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. 22  
Series of 2023

NOTARY PUBLIC



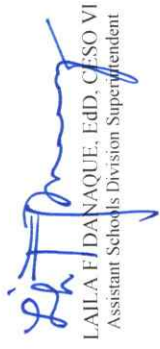
**ATTY. MA. VERGEL BERSABE-WALAG**  
Notary Public  
NC No. 2072 (C); R. No. 31, 2023  
Roll No. 5007; J. No. 018191  
PTR No. 5127161-A CDO; TIN. 422-682-050  
MCLE Compliance No. VII-0000774  
Cagayan de Oro City



Witness  
BESTFRIEND GOODIES



NENITA M. TAN  
Authorized Representative  
BESTFRIEND GOODIES



LAILA FIDA NAQUE, EdD, CESO VI  
Assistant Schools Division Superintendent

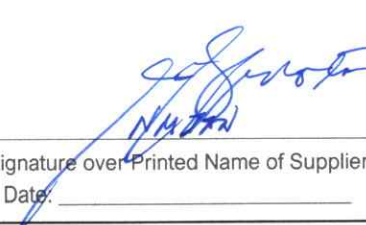

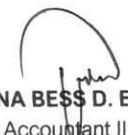


MARILOU D. DEDUMO, PhD, CESO V  
Schools Division Superintendent



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

**PURCHASE ORDER**

<b>Supplier:</b> BESTFRIEND GOODIES		<b>P.O. NO.:</b> 2023-06-292-C			
<b>Address:</b> Daayata Compound, Zone 2, Brgy. Canitoan, Cagayan de Oro City		<b>Date:</b> 12-Sep-2023			
<b>TIN :</b> VAT / 125-658-313-000		<b>Mode of Procurement:</b> 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					
<b>Focal:</b> IRENETTA A. BALABA, RN (Nurse II)					
Gentlemen: Please furnish this office the following articles subject to the terms and conditions contained herein:					
<b>Place of Delivery:</b> Surigao City Division Office		<b>Delivery Term:</b> 120 day/s (DDP)			
<b>Date of Delivery :</b> 19-Sep-2023		<b>Payment Term:</b> 30 days			
Item No.	Unit	Descriptions	Quantity	Unit Cost	Amount
		LOT 3			-
4	pack	NUTRIPACKS RTE, Arroz Caldo	22,284	17.99	400,889.16
5	pack	NUTRIPACKS RTE, Fruit of Wisdom	22,284	17.99	400,889.16
		*Serving Size: 150 grams/pack			-
		*** NOTHING FOLLOWS ***			-
		Please see attached Technical Specification for each Nutritious Food Products.			-
<b>Total Amount in Words:</b> EIGHT HUNDRED ONE THOUSAND SEVEN HUNDRED SEVENTY EIGHT PESOS AND THIRTY TWO CENTAVOS					<b>801,778.32</b>
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:		 Signature over Printed Name of Supplier Date: _____		Very truly yours,   <b>MARILOU B. DEDUMO, PhD, CESO V</b> Schools Division Superintendent	
Fund Cluster: _____		 <b>KRISNA BESS D. EDERA</b> Accountant III		ORS/BURS No.: 1027-09-01204 Date of the ORS/BURS: 9/27/2023 Amount: P 801,778.32	
Funds Available: _____					

