



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

CONTRACT AGREEMENT
 (CONTRACT NO. FY-2023-GOODS-074)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

METRO COOLAIRE TRADING CORP., an establishment duly organized and registered under Philippine laws, with principal office address in Blk. 2 Lot 2 Westfield Homes Subdivision, Iponan, Cagayan de Oro City, hereinafter called the FIRST PARTY, and represented by HERRY E. BASAÑEZ 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 Surigao City, 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 PROCUREMENT, DELIVERY, AND INSTALLATION OF SMART TV SETS FOR THE PROVISION OF LEARNING RESOURCES TO KINDER TO GRADE 12 LEARNERS 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 SEVEN HUNDRED FIFTY ONE THOUSAND SIX HUNDRED FORTY PESOS (PHP 751,640.00), the FIRST PARTY hereby contracts to carry out THE PROJECT in favor of the SECOND PARTY, under the following terms and conditions, to wit:

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;

[Signature]
 Witness
BERNARD D. BOMBEO
 METRO COOLAIRE TRADING CORP.

[Signature]
 Authorized Representative
HERRY E. BASAÑEZ
 METRO COOLAIRE TRADING CORP.

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

[Signature]
 Schools Division Superintendent
MARILOU B. DEDUMO, PhD, CESO V



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

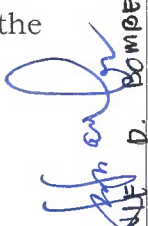
3. General and Special Conditions of Contract; and
4. Supplemental or Bid Bulletins, if any

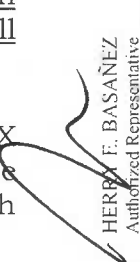
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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 SEVEN HUNDRED FIFTY ONE THOUSAND SIX HUNDRED FORTY PESOS (PHP 751,640.00) 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. 2023-10-475.
7. 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;
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


BERNALE D. BOMPEO
 Witness
 METRO COOLAIRE TRADING CORP.


HERRY F. BASANEZ
 Authorized Representative
 METRO COOLAIRE TRADING CORP.


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


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



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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-074, this December 1, 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 HERRY E. BASAÑEZ the Authorized Representative for METRO COOLAIRE TRADING CORP..

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 _____

HERRY E. BASAÑEZ

Authorized Representative
for:

METRO COOLAIRE TRADING CORP.
Blk. 2 Lot 2 Westfield Homes
Subdivision, Iponan, Cagayan de Oro
City

CTC No. _____

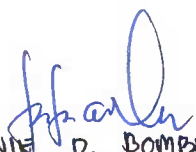
Issued on _____

Issued at _____

Signed in the presence of


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

and


BERNIE D. DOMBAO
Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. Ko-17-22-0071 / no-17-22-80176

DATE: _____


JANICE E. NAIG
Budget Officer



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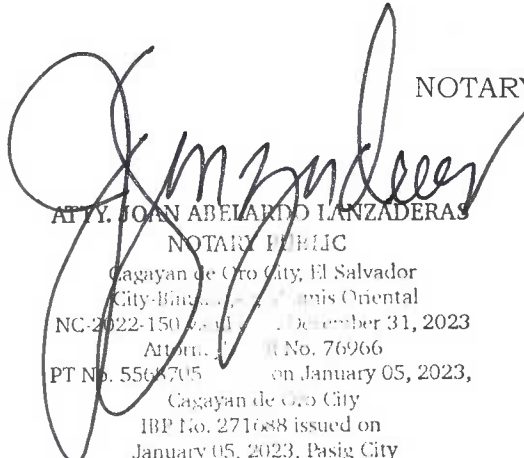
ACKNOWLEDGEMENT

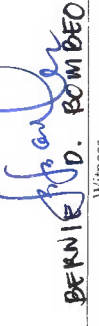
Republic of the Philippines)
City of Surigao) S.C.

BEFORE ME, this DEC 09 2023 in the City of Surigao, Philippines, personally appeared MARILOU B. DEDUMO, PhD, CESO V and HERRY E. BASAÑEZ 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.

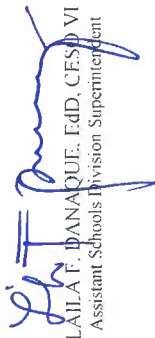
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

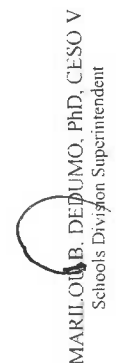
Doc. No. 413
Page No. 57
Book No. 7
Series of 2023


NOTARY PUBLIC
ATTY. JOAN ABELARDO LANZADERAS
NOTARY PUBLIC
Cagayan de Oro City, El Salvador
City-Barrangay, Misamis Oriental
NC-2022-150, valid until December 31, 2023
Attorney's Reg. No. 76966
PT No. 5568705 on January 05, 2023,
Cagayan de Oro City
IBP No. 271688 issued on
January 05, 2023, Pasig City
MCLE Not Yet Covered
TIN: 613-468-675900
Ramada-Goodwill Bldg., Manendez
Sts., Brgy. 1, Cagayan de Oro City


WITNESS
BERNIE D. BOMBEO
METRO COOLAIRE TRADING CORP.


HERRY E. BASAÑEZ
Authorized Representative
METRO COOLAIRE TRADING CORP.

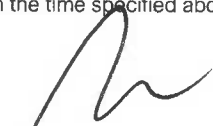



LAILA F. DANAQUE, EdD, CESO VI
Assistant Schools Division Superintendent


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



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PURCHASE ORDER

Supplier: METRO COOLAIRE TRADING CORP.		P.O. NO.: 2023-10-475			
Address: Blk. 2 Lot 2 Westfield Homes Subdivision, Iponan, Cagayan de Oro City		Date: 13-Oct-2023			
TIN : VAT / 466-396-780-000		Mode of Procurement: Public Bidding			
Purpose: PROCUREMENT, DELIVERY, AND INSTALLATION OF TV SETS FOR THE PROVISION OF LEARNING RESOURCES TO KINDER TO GRADE 12 LEARNERS					
Focal: VENUS M. ALBORUTO, PhD (Education Program Supervisor)					
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: 30 day/s (DDP)			
Date of Delivery : 20-Oct-2023		Payment Term: Payment Term			
Item No.	Unit	Descriptions	Quantity	Unit Cost	Amount
	set	BRANDED TELEVISION, Android, 55-inch LED, 4K Ultra HD	38	19,780.00	751,640.00
		* Connectivity: WiFi, LAN, RF Antenna, Cable, Optical Out			-
		* HDMI Port: 3 x HDMI 2.0			-
		* USB Port: 2			-
		* Voltage: 100-240			-
		* 1 year warranty			-
		* Free Wall Bracket			-
		* Remote Control with Voice Command			-
		*** NOTHING FOLLOWS ***			-
Total Amount in Words: SEVEN HUNDRED FIFTY ONE THOUSAND SIX HUNDRED FORTY PESOS					751,640.00
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,			
 HERKI E. BASAÑEZ Signature over Printed Name of Supplier Date: <u>DEC. 9, 2023</u>		 MARILOU B. DEDUMO, PhD, CESO V Schools Division Superintendent			
Fund Cluster: <u>01</u>		 KRISNA BESS D. EDERA Accountant III			
Funds Available: <u>751,640</u>					
		ORS/BURS No.: <u>2023-12-01605</u> Date of the ORS/BURS: <u>12/21/2023</u> Amount: <u>751,640</u>			