



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

CONTRACT AGREEMENT
(CONTRACT NO. FY-2024-GDS-047)

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 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 SECOND POSTING: SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCT FOR SCHOOL-BASED FEEDING PROGRAM SY 2024-2025 FOR 160 FEEDING DAYS OF DEPED, SURIGAO CITY DIVISION (LOT 1) 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 NINE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED THIRTY FIVE PESOS AND FOUR CENTAVOS (PHP 1,936,535.04), 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;
 3. General and Special Conditions of Contract; and
 4. Supplemental or Bid Bulletins, if any

Witness
BESTFRIEND GOODIES

NENITA M. TAN
Authorized Representative
BESTFRIEND GOODIES

ATTY. WENANIO B. BARRIOS
Attorney III

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



Address: M. Ortiz St., Surigao City
Telephone: (086) 310-8325
Email: surigao.city@deped.gov.ph
Website: www.depedsc.com



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- 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 ONE MILLION NINE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED THIRTY FIVE PESOS AND FOUR CENTAVOS (PHP 1,936,535.04) 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 progressively the above-mentioned sum upon delivery of the goods of more than 40% and upon submission of a claim with an attached partial acceptance of delivery by the agency, 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. 2024-05-212.

7. That the said delivery of goods/services must be completed and received by the SECOND PARTY within one hundred sixty (160) 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

Witness
BESTFRIEND GOODIES

Authorized Representative
BESTFRIEND GOODIES

ATTY. VIVIANINO B. BARRIOS
Attorney III

MARILYN B. DE DUMO, PhD, CESO V
Schools Division Superintendent



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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-2024-GDS-047, this October 18, 2024, at Surigao City, Surigao del Norte, Philippines.

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

Signed, sealed, delivered by NENITA M. TAN the Authorized Representative for BESTFRIEND GOODIES.

Binding Signature of PROCURING ENTITY

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 _____

Binding Signature of CONTRACTOR

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

ATTY. VIVANIÑO B. BARRIOS

Agency's Witness

and

Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. RO-17-24-0077

DATE: _____

JANICE E. NAIG

Budget Officer



Address: M. Ortiz St., Surigao City
Telephone: (086) 310-8325
Email: surigao.city@depd.gov.ph
Website: www.depdesc.com



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ACKNOWLEDGEMENT

Republic of the Philippines)
Cagayan de Oro S.C.

BEFORE ME, this 30 OCT 2024 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 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.

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Series of 2024

ATTY. MR. VERGEL BERSABE-WALAG
Notary Public
NC No. 2024-45; until December 31, 2025
Roll No. 59892; IBP Lifetime No. 018191
PTR No. 5837117-A; TIN 422-682-050
MCLE Compliance No. VIII-00002831
APR, Balulang, Cagayan de Oro City

NOTARY PUBLIC

Witness
BESTFRIEND GOODIES

NENITA M. TAN
Authorized Representative
BESTFRIEND GOODIES

ATTY. VIVIANO B. BARRIOS
Attorney III

MARILOU B. DEDUMO, PhD, CESO V
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PURCHASE ORDER

Supplier: BESTFRIEND GOODIES		P.O. NO.: 2024-05-212			
Address:		Date: 15-Jun-2024			
TIN :		Mode of Procurement: Competitive Bidding			
Purpose: SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCT FOR SCHOOL-BASED FEEDING PROGRAM SY 2024-2025 FOR 200 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 30 day/s (DDP)			
Date of Delivery : 22-Jun-2024		Payment Term 30 days			
Item No.	Unit	Descriptions	Quantity	Unit Cost	Amount
		Purchase of the following Nutritious Food Products (NFP):			-
		Lot 1			-
	piece	Enhanced Nutribun - Carrot (for 20 days)	49,808	19.44	968,267.52
	piece	Enhanced Nutribun - Squash (for 20 days)	49,808	19.44	968,267.52
		DOST- FNRI Approved			-
		serving size: 80 grams/piece			-
		Note: Please see attached Full Technical Specification for each Nutritious Food Products.			-
Total Amount in Words		ONE MILLION NINE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED THIRTY FIVE PESOS AND FOUR CENTAVOS			1,936,535.04
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,			
					
Signature over Printed Name of Supplier		MARILOU B. DEDUMO, PhD, CESO V			
Date:		Schools Division Superintendent			
Fund Cluster: 01		ORS/BURS No.: 2024-09-01/024			
Funds Available: 1,936,535.04		Date of the ORS/BURS: 9/30/2024			
		Amount: 1,936,535.04			
KRISNA BESS D. EDERA					
Accountant III					

