Republic of the Philippines

Department of Education

CARAGA REGION SCHOOLS DIVISION OFFICE OF SURIGAO CITY

CONTRACT AGREEMENT

(CONTRACT NO. FY-2024-GDS-061)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

SG BUSINESS VENTURES, INC., an establishment duly organized and registered under Philippine laws, with principal office address in Brgy. Indahag, Poblacion, Cagayan de Oro City, hereinafter called the FIRST PARTY, and represented by AGNES EMELDA S. GONZALES as its authorized representative, a Filipino, of legal age, and a resident of the Philippines; and

DEPARTMENT OF EDUCATION - SURIGAO CITY DÍVISION, 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 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 8) 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 TWENTY THREE THOUSAND TWO HUNDRED THIRTY THREE PESOS AND FOUR CENTAVOS (PHP 523,233.04), the FIRST PARTY hereby contracts to carry out THE PROJECT in favor of the SECOND PARTY, under the following terms and conditions, to wit:

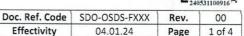
- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and 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
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial







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



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



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Proposals, and all other documents or statements submitted;

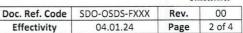
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- 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 TWENTY THREE THOUSAND TWO HUNDRED THIRTY THREE PESOS AND FOUR CENTAVOS (PHP 523,233.04) 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 Proceeds 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,





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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-061, 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 AGNES EMELDA S. GONZALES the Authorized Representative for SG BUSINESS VENTURES, INC..

Binding Signature of CONTRACTOR Binding Signature of PROCURING ENTITY AGNES EMELDA S. GONZALES MARILOU'B. DEDUMO, PhD, CESO V Authorized Representative Schools Division Superintendent for: SG BUSINESS VENTURES, INC. Department of Education Schools Division Office of Surigao City Brgy. Indahag, Poblacion, Cagayan de Oro CTC No. City Issued on CTC No. Issued on Issued at Issued at Signed in the presence of B. BARRIOS Malan and Agency's Witnese Contractor's Witness ALLOTMENT AVAILABLE: SARO NO. 02/1/24 DATE: Budget Officer

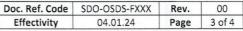












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ACKNOWLEDGEMENT

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

NOV 1 4 2024 in the City of Surigao, Philippines, BEFORE ME, this personally appeared MARILOU B. DEDUMO, PhD, CESO V and AGNES EMELDA S. GONZALES 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. Page No. Book No. Series of 2024 ATTY. FRANCIS ALEX E. TAHUD

Notary Public Until December 31, 2025 Notarial Commission No. 2024-193 IBP O.R. No. 327829 (CY 2024) MCLE (New Payser) - TiN 610-678-857 - Roll No. 82333

Email: francista Jud@gmail.com /Tel. No : 99950715514

Unit F. 2" Alors Uptown Corner Bidg. 82 L2.

Golden Glow North Commercial, P.N. Ros Ave.,

Unit Carmen Carmen Caravan de Gro. Upper Carmen, Cagayan de Gro

NOTARY PUBLIC

AB. DEDUMO, PhD, CESO V



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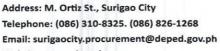
PURCHASE ORDER

		SS VENTURES, INC.	P.O. NO.: 2024-05-212			
Address:	ddress: Brgy. Indahag, Poblacion, Cagayan de Oro City			Date: 23-Oct-2024		
TIN :			Mode of Procurement: Competitive Bidding			
Purpose: S	UPPLY AND	DELIVERY OF NUTRITIOUS FOOD PRODUCT FOR SCHOOL-BA	SED FEEDING F	PROGRAM SY 202	24-2025 FOR 200	
FEEDING D	DAYS OF DE	PED, SURIGAO CITY DIVISION				
Focal:	IRENETTA	A. BALABA, RN (Nurse II)				
Gentlemer						
	Please furr	nish this office the following articles subject to the terms and co	nditions contain	ned herein:		
Place of Delivery: Surigao City Division Office			Delivery Term 160 day/s (DDP)			
Date of Delivery :		1-Nov-2024	Payment Term 30 days			
In and Marie	11	Descriptions	Quantity	Unit Cost	Amount	
Item No.	Unit		Quantity	Onit Cost	Airiount	
		Purchase of the following Nutritious Food Products (NFP):	+	 		
		Lot 8	04.004	04.04		
	pack	Nutripack - Nutri Cheese Stick (for 10 days) with FNRI Certification	24,904	21.01	523,233.04	
		serving size: 72 grams/pack	+	-		
		Serving size. 72 grams/pack	-	 		
		Note: Please see attached Full Technical Specification for	1		-	
		each Nutritious Food Products.				
		- CONTINUENTION CONTINUENTIAL			-	
		FIVE HUNDRED TWENTY THREE THOUSAND TWO HUNDRI	ED THIRTY THR	EE PESOS		
Total Amount in Words		AND FOUR CENTAVOS			523,233.04	
In case of	failure to m	ake the full delivery within the time specified above, a penalty of	of one-tenth (1/1	0) of one percent	for every day of	
0.0000000000000000000000000000000000000	l be impose					
Confo	18		Very truly you	rs		
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		AGUES EMELOS S. GOOZMES	MARII	مالت علمالت	DI D. 05001/	
				OÙB. DÉDUMO,	A CONTRACTOR DESCRIPTION OF THE PARTY OF THE	
		Signature over Printed Name of Supplier	Sch	ools Division Sup	erintendent	
		Date:				
Fund Clus		523,233.04		- mil Mi	MIDS	
Funds Ava	ilable:	527, 277.04	ORS/BURS N	0.: 2019-09	120/1	
			Date of the O	o.: 7074-09 RS/BURS: 931	J WY	
] pulsa)	1			
		KRISNA BESS D. EDERA	Amount:S	23,233,00		
		Accountant III				









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