



Republic of the Philippines
Department of Education
 REGION XI
SCHOOLS DIVISION OF TAGUM CITY

**CY 2020 IMPLEMENTATION OF BASIC EDUCATION LEARNING
 CONTINUITY PLAN (BE-LCP) DEVELOPMENT AND RERODUCTION OF
 LEARNING MODULES AND RADIO-BASED & TV-BASED INSTRUCTION**

Development and Reproduction of Learning Modules (Supplies for Module
 Development & Reproduction- Office Supplies and Devices)

Contract No.: DEPED-FLO-BE-LCP-2020-D-TAGUM CITY

CONTRACT

SUPPLIER'S WITNESS

THIS CONTRACT, made and entered into this 21st day of December 2020 by
 and between the **Department of Education, Division Office of Tagum City**,
 located at Energy Park, Apokon, Tagum City, represented herein by its
 Schools Division Superintendent, **DR. JOSEPHINE L. FADUL**, hereinafter
 referred to as the "Entity" of the one part and **TANCHO GENERAL
 MERCHANDISE, INC.** represented by **RON ANTHONY R. MEDENILLA** with
 office address at Visayan Village., Tagum City, Philippines hereinafter referred
 to as the "Supplier" of the other part;

SUPPLIER

ENTITY'S WITNESS

WHEREAS, the Entity invited bids for certain goods and ancillary services
 stated in above project and received bids from one (1) bidder; the Entity
 opened, read and evaluated the bids of the bidder for lot 2; after the
 evaluation, the Entity post-qualified and declared the bid of the Supplier as
 the lowest calculated responsive bid for the said Lot;

WHEREAS, the Entity passed and approved a resolution to award in favor of
TANCHO GENERAL MERCHANDISE, INC. in the sum of **Five Hundred
 Thirty-Two Thousand Three Hundred Eighty-Five (Php 532,385.00) only**,
 hereinafter called the "**Contract Price**" with the following details:

ENTITY

Lot No.	Project Description	Location	Contract Duration	Contract Amount (Php)
2	Development and Reproduction of Learning Modules (Supplies for Module Development & Reproduction- Office Supplies and Devices)	Tagum City	7 C.D.	532,385.00



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NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

SUPPLIER'S WITNESS

SUPPLIER

ENTITY'S WITNESS

ENTITY

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract (in accord with IRR Sec.37.2.3):
 - 2.1 Bidding Documents issued by the Entity;
 - 2.2 Bid Bulletin(s) issued by the Entity;
 - 2.3 Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposal, and other documents/statements submitted;
 - 2.4 Performance Security;
 - 2.5 Credit line issued by a commercial or universal bank, if applicable;
 - 2.6 Owner's Notice of Award of contract.
3. The contract duration or completion period shall be **7 calendar days** reckoned on the "Start Date" of the contract duration or completion period; the "Start Date" is upon receipt of the Notice to Proceed by the Supplier which will on December 22, 2020.
4. In consideration of the Contract Price mentioned herein to be paid by the Entity to the Supplier, the Supplier hereby covenants, to the Entity, to provide goods and services and to remedy all defects therein in conformity in all aspects with the provision of this Contract;
5. The Entity hereby covenants to pay the Supplier in consideration of the goods and services, the Contract Price or such other sum as may become payable under provisions of this Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price shall be paid to the Supplier after the full delivery of the items through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of the Contract, the Special Conditions of Contract and the 2016 IRR RA 9184;

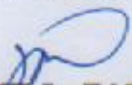


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7. The Supplier shall pay the Owner for liquidated damages (LD) and not by way of penalty, an amount equal to one-tenth (1/10) of the one percent (1%) of the cost of the unperformed portion of the goods for every day of delay. The Entity shall deduct the liquidated damages from payments or any money due or which may become due the Supplier under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Supplier whichever is convenient to the Entity. Once the cumulative amount of this Contract, the Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to the Entity;
8. The Supplier shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and forms:


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



DR. JOSEPHINE L. FADUL
DepEd Tagum


RON ANTHONY R. MEDENILLA
Supplier

SIGNED IN THE PRESENCE OF:



ENTITY'S WITNESS



SUPPLIER WITNESS



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REPUBLIC OF THE PHILIPPINES)
 CITY OF TAGUM CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a notary Public for and in TAGUM CITY Philippines, this
~~_____~~ 21 DEC day of ~~_____~~ 2020, 2020, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
 (Passport, Driver's License, SSS, GSIS, PhilHealth...IDs)

ENTITY JOSEPHINE L. FADUL _____
 SUPPLIER RON ANTHONY R. MEDENILLA _____

SUPPLIER'S WITNESS

Know to me and to me known to be the same persons who executed the
 foregoing
 instrument and acknowledged to me that the same is the free and voluntary
 act and deed of the entities which they respectively represent.

SUPPLIER

The foregoing instrument is a CONTRACT consisting of _____
 () pages (exclusive of attachments), including this page on which this
 acknowledgement is written and signed by the parties and their instrument
 witnesses on the left-hand margin of each and every page hereof.

ENTITY'S WITNESS

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above
 written.

ENTITY

Doc. No. 440
 Page No. 98
 Book No. XXXI
 Series of 2020

ATTY. POTENCIANO BOB C. OTAZA, JR.
 Notary Public for Davao del Norte
 Until December 31, 2021
 Notarial Commission No. 810
 PTR No. 2784550-10-02-2020
 Roll No. 70450
 IBP No. 096550 / 12-06-2019
 MCLE Compliance No. VI-0013950
 Issued on 09/24/2019
 Ground Floor Soliano Bldg., Quezon St., Tagum City