



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

**SUPPLY, DELIVER AND TEST OF DEPED TAGUM CITY SUPPLIES FOR
 THE 1ST SEMESTER**

Contract No.: DEPED-OSE-1-2021-TAGUM CITY
DEPED-OSE-2-2021-TAGUM CITY

CONTRACT

THIS CONTRACT, made and entered into this 23rd day of February 2021 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;

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

WHEREAS, the Entity passed and approved a resolution to award in favor of **TANCHO GENERAL MERCHANDISE, INC.** in the sum of **Four Hundred Fifty Nine Thousand Five Hundred Pesos (P459,500.00) only**, hereinafter called the "**Contract Price**" with the following details:

Lot No.	Project Description	Location	Contract Duration	Contract Amount (Php)
1	Supply and deliver Common Office Supplies to DepEd Division of Tagum City	Tagum City	15 C.D.	244, 150.00
2	Supply, Deliver and test ICT Office Supplies & Semi-	Tagum City	15 C.D.	215,350.00

SUPPLIER'S WITNESS

SUPPLIER

ENTITY'S WITNESS

ENTITY

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	Expandable Equipment to DepEd Tagum City Division		
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NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

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 **15 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 February 24, 2021.
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



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SUPPLIER



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Conditions of the Contract, the Special Conditions of Contract and the 2016 IRR RA 9184;

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:

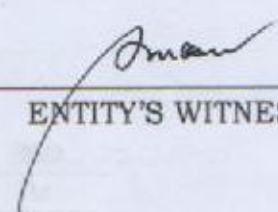
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

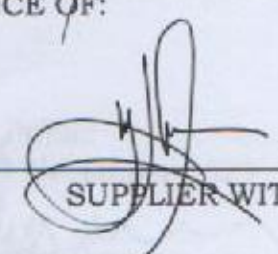

DR. JOSEPHINE L. FADUL
DepEd Tagum


RON ANTHONY R. MEDENILLA
Supplier

SIGNED IN THE PRESENCE OF:



ENTITY'S WITNESS



SUPPLIER WITNESS

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

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

ACKNOWLEDGEMENT

BEFORE ME, a notary Public for and in TAGUM CITY, Philippines, this
26 FEB 2021 day of _____, 2021, personally appeared:

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

ENTITY JOSEPHINE L. FADUL

SUPPLIER RON ANTHONY R. MEDENILLA

LTO

I.D.# L02-08-004811

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.

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.

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

Notary Public
Until 31 December 2021

ATTY. POTENCIANO SOB Q. OTAZA, JR.
Notary Public for Davao del Norte
Until December 31, 2021
Notarial Commission No. 010
PTR No. 2915524 / 01-08-2021
Roll No. 70450
IBP No. 136158 / 12-21-2020
MCL Compliance No. VI-0013950
Issued on 09/29/2018
Ground Floor, Soliano Bldg., Quezon St., Tagum City, Davao del Norte

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