



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

SUPPLIER'S WITNESS

Procurement of Information Communication Technology (ICT) and Electronics Office Supplies with Delivery to DepEd - Tagum City for the Implementation of the Basic Education Learning Continuity Plan (BE-LCP) Provision of LRs

Contract No.: DEPED-FLO-BE-LCP-2021G-TAGUM CITY

CONTRACT

SUPPLIER

THIS CONTRACT, made and entered into this AUG 02 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 **Rayzen Office and Schools Supplies Trading** represented by **MA. RAYLI D. CORPUZ** with office address in Tagum City, Philippines hereinafter referred to as the "Supplier" of the other part;

ENTITY'S WITNESS

WHEREAS, the Entity invited bids for certain goods and ancillary services stated in above project and received bids from three (3) bidders; the Entity opened, read and evaluated the bids of the Bidders; after the evaluation, the Entity post-qualified and declared the bid of the Supplier as the lowest calculated responsive bid for the said project;

WHEREAS, the Entity passed and approved a resolution to award in favor of **Rayzen Office and Schools Supplies Trading** in the sum of **One Million Three Hundred Ninety One Thousand Seven Hundred Thirty Five and 70/100 Pesos (1,391,735.70) only**, hereinafter called the "Contract Price" with the following details:

ENTITY

No.	Project Description	Location	Contract Duration	Contract Amount (Php)
1	Supply and deliver ICT Office Supplies to DepEd Tagum City (2500 pcs of 64GB Ultra Dual USB Drive M3.0/OTG (Flash Drive for Android smartphone) and 1183 pcs 64 GB	Tagum City	30 C.D. <i>84</i>	1,391,735.70



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

SUPPLIER'S WITNESS

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.

SUPPLIER

3. The contract duration or completion period shall be 30 **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 _____.

ENTITY'S WITNESS

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.

ENTITY

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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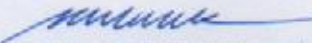
7. The Supplier shall pay the Owner for liquidated damages (LD) and not by way of penalty, an amount equal to one-tenth (1/10) of the one percent (1%) of the cost of the unperformed portion of the goods for every day of delay. The Entity shall deduct the liquidated damages from payments or any money 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
Entity


MA. RAYLI D. CORPUZ
Supplier


CARLO U. GONZALES, CPA
Accountant III
Availability of Funds

SIGNED IN THE PRESENCE OF:


JOSEFINA B. PALACA, Ed.D
CHIEF FINANCIAL OFFICER
SCHOOL GOVERNANCE & OPERATION DIVISION
DepEd Tagum City


SUPPLIER WITNESS



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SUPPLIER'S WITNESS

REPUBLIC OF THE PHILIPPINES)
 CITY OF _____) S.S
DAVAO CITY

ACKNOWLEDGEMENT

DAVAO CITY

BEFORE ME, a Notary Public for and in _____, Philippines, this
 day of AUG 08 2021, 2021, personally appeared:

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

SUPPLIER

ENTITY JOSEPHINE L. FADUL
 SUPPLIER MA. RAYLI D. CORPUZ

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.

ENTITY'S WITNESS

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.



RYAN ERIC C. SANTIAGO

Notary Public

Comm. Serial No. 2021-009-2022
 Notary Public
 Until 31 December 2022

Until 31 December 2021

IBP No. 131503-10/28/2020 (2021)-DC

PTR No. 4791504-12/11/2019 (2021)-DC

TIN No. 409-994-796

MCLE Compliance No. VI-000980-

2/F Merch Bldg. corner Bolton & Rizal Sts., DC

Office Landline No. (082) 333-4366

ENTITY

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