

# CONTRACT AGREEMENT

*(Supply and Delivery of Nutritious Food Products for the Implementation of School-Based Feeding Program for SY 2021-2022 (Banana Chips))*

## KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into this **28<sup>th</sup> day of January, 2022** in Kidapawan City, Province of North Cotabato, by and between:

**DEPARTMENT OF EDUCATION - KIDAPAWAN CITY DIVISION**, a schools division office under the Department of Education with office address at JP Laurel cor. Quirino Drive, Brgy. Poblacion, Kidapawan City, represented herein by its OIC-Schools Division Superintendent, **DR. NATIVIDAD G. OCON, CESO VI**, hereinafter referred to as **“OWNER”**,

-and-

**PERCHERON MARKETING & GENERAL MERCHANDISE**, with office address at Purok Pomelo, Brgy. Amas, Kidapawan City represented herein by its Proprietor, **CHINITA B. SARABIA**, hereinafter referred to as **“SUPPLIER”**;

## WITNESSETH;

**WHEREAS**, the Owner is a government instrumentality mandated by law to provide access to quality basic education to all learners and has been authorized by Republic Act 9184 otherwise known as the **“Government Procurement Reform Act”**;

**WHEREAS**, the Owner invited bids for certain works for Supply and Delivery of Nutritious Food Products for the Implementation of School-Based Feeding Program for SY 2021-2022 (Banana Chips) from supplier in a Request for Quotation-Negotiated Mode of Procurement duly conducted by the Bids and Awards Committee (BAC);

**WHEREAS**, the Supplier submitted his bid with the single calculated and responsive bid and was accepted by the owner in the amount of **TWO HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED SIXTY-FOUR (Php 246,564.00)** Philippine Pesos, hereinafter referred to as **“Contract Price”** for execution within 2 months upon issuance of the delivery schedule;

**NOW THEREFORE**, in consideration of the foregoing premises, 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 Conditions of Contract;
2. The following documents shall be deemed to form, be read and construed as part of this Contract:
  - A. Owner’s Notification of Award

- B. Performance Security
  - C. Bid Form and Price Schedule of the Supplier
  - D. General and the Special Conditions of the Contract
  - E. Specifications
  - F. Approved BAC Resolution
3. Contract duration or completion period shall commence on the date of issuance of the delivery schedule of the Owner to the Supplier, or on the date specified in the Notice to Proceed if a date is specified for the purpose;
  4. The amount of liquidated damages (LD) deductible to payments, due to Supplier, shall be one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the contract for every day of delay. Owner shall rescind this Contract should the cumulated amount of LD reaches 10%, without prejudice to other courses of action and remedies open to it;
  5. The Supplier hereby covenants with the Owner, to execute and complete such project/works and to remedy any defect in conformity in all respect with the provisions of the Contract in consideration of the Contract Price;
  6. The Owner hereby covenants to pay the Supplier in consideration of the execution and completion of the project/works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and manner as prescribed by the Contract;
  7. The Contract Price shall be paid to the Supplier through the Government Disbursement Procedure subject to the payment provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR-A of R.A. 9184.

**IN WITNESS WHEREOF**, the parties herein affixed their signatures on the date and place above written.

DepEd – Kidapawan City Division

Percheron Marketing & General Merchandise

**DR. NATIVIDAD G. OCON, CESO VI**  
OIC-Schools Division Superintendent

**CHINITA B. SARABIA**  
Proprietor

Signed in the Presence of:

**DR. MEILROSE B. PERALTA**  
OIC-Assistant Schools Division Superintendent

\_\_\_\_\_  
(Supplier’s Witness)

REPUBLIC OF THE PHILIPPINES ) S.S.  
Kidapawan City )

*A C K N O W L E D G M E N T*

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_ personally appeared:

	<b>RESIDENCE CERTIFICATE</b>
<b>NAME</b>	<b>Number Issued on Issued at</b>
1. <b>DR. NATIVIDAD G. OCON, CESO VI</b> OIC-Schools Division Superintendent DepEd-Kidapawan City Division	
2. <b>CHINITA B. SARABIA</b> Proprietor Percheron Marketing & General Merchandise Purok Pomelo, Brgy. Amas Kidapawan City	

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

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

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

NOTARY PUBLIC  
Until December 31, 20\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022