

CONTRACT AGREEMENT

(Supply, Delivery and Installation of the Proposed Enhancement of SDO Kidapawan City Data Center with Infrastructure Development and Configuration)

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into this **24th day of December, 2021** 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-

TJ 101 COMPUTER SALES AND SERVICES, with office address at Purok 1, Brgy. Lanao, Kidapawan City represented herein by its Proprietor, **JOSE B. LORILLA, JR.**, 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, Delivery and Installation of the Proposed Enhancement of SDO Kidapawan City Data Center with Infrastructure Development and Configuration from supplier in a public bidding duly conducted by the Bids and Awards Committee (BAC);

WHEREAS, the Supplier submitted his bid with the lowest calculated and responsive bid and was accepted by the owner in the amount of **NINE HUNDRED NINETY-FIVE THOUSAND (Php 995,000.00)** Philippine Pesos, hereinafter referred to as **“Contract Price”** for execution with 30 calendar days for completion;

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


2021-12-19 08

- 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 receipt of the Notice to Proceed (NTP) by the Contractor, 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

TJ 101 Computer Sales and Services


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


JOSE B. LORILLA, JR.
 Proprietor

Signed in the Presence of:


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

 (Supplier's Witness)

2021-12-1908

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

DepEd – Kidapawan City Division

TJ 101 Computer Sales and Services



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



JOSE B. LORILLA, JR.
Proprietor

Signed in the Presence of:



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

(Supplier's Witness)

2021-12-1908

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

ACKNOWLEDGMENT

KIDAPAWAN CITY

BEFORE ME, a Notary Public in and for _____, Philippines, this
day of JAN 14 2022 personally appeared:

NAME

RESIDENCE CERTIFICATE
Number Issued on Issued at

1. **DR. NATIVIDAD G. OCON, CESO VI**
OIC-Schools Division Superintendent
DepEd-Kidapawan City Division
2. **JOSE B. LORILLA, JR.**
Proprietor
TJ 101 Computer Sales and Services
Purok 1, Brgy. Lanao
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.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021 _____



Ismael M. Guero
NOTARY PUBLIC
Notary Public until December 31, 2022
PTR # 2471372/01-05-2022/Kid. City
IBP # 00135/01-05-2022/Kid. City
Roll No. 29743
TIN 156-768-488
MCLE Comp. No. VI-0024291
Valid until April 14, 2022
Kidapawan City, North Cotabato

2021-12-1908