

CONTRACT

“Supply and Delivery of complete Covid-19 Personal Protective Equipment for Job Order Personnel during Sorting and Distribution of Modules”

THIS AGREEMENT made and entered into this SEP 16 2020 day of _____ by and between the **DEPARTMENT OF EDUCATION MARIKINA CITY DIVISION**, located at Shoe Ave., Sta. Elena, Marikina City, Philippines as represented by the Officer-in-Charge, Office of the Schools Division Superintendent, **MS. SHERYLL T. GAYOLA** hereinafter referred to as the “**ENTITY**” and **ALX Office and School Supplies Trading** located at 514-C Natividad St. Brgy. Sta. Clara, Pasay City, represented herein by **MR. ROBERT A. GUILLERMO**, hereinafter called the “**SERVICE PROVIDER**”.

WHEREAS, the Entity is desirous that the Service Provider execute the “**Supply and Delivery of complete Covid-19 Personal Protective Equipment for Job Order Personnel during Sorting and Distribution of Modules,**” hereinafter called the “**SERVICES**” and the Entity has accepted the bid for **One Hundred Eighty-Nine Thousand Five Hundred Pesos (Php 189,500.00)** by the Service Provider for the execution and completion of such Services and the remedying of any defects therein.

NOW THEREFORE, premises considered, the parties hereby agree as follow:

1. In this contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement;
 - A. Notice of Award of Contract and the bidder’s conforme thereto;
 - B. Request for Quotation with bid amount of the Service Provider;
 - C. Approved Resolution to Award
3. Contract duration or completion shall commence on the date of receipt of the **NOTICE TO PROCEED** by the Service Provider or on the date specified in the **NOTICE TO PROCEED** if a date specified for the purpose. The completion of the project is 3 calendar days;
4. The amount of liquidated damages (LD) deductible from payments due to the Service Provider shall be one tenth of the one percent (0.1%) of the cost of the unperformed portion of the Contract for every day delay. Once the cumulative amount of LD reached 10% of the amount of this Contract, the Entity shall rescind this contract without prejudice to other courses of action and remedies open to it;
5. In consideration of the payments to be made by the Entity to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Entity to execute and complete the Services and remedy any defects/problems therein in conformity with the provisions of this Contract in all respects.
6. The **ENTITY** hereby covenants to pay the **SERVICE PROVIDER** in consideration of the execution and completion of the Services and the remedying of defects/problems wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

7. The Contract Price shall be paid to the Service Provider through the Government disbursement procedure subject to the payment, retention money, and warranty provision in the General Condition of Contract, the Special Conditions of Contract, and the IRR of R.A. 9184.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed in accordance with their respective laws on the day and year written above.

SIGNED, SEALED, AND DELIVERED BY:



SHERYLL T. GAYOLA

Asst. Schools Division Superintendent
OIC, Office of the Schools Division Superintendent
SDO-Marikina City
(ENTITY)



ROBERT A. GUILLERMO

Authorized Representative
ALX Office and School Supplies Trading
(SERVICE PROVIDER)

SIGNED IN THE PRESENCE OF:


WITNESS

WITNESS


(Republic of the Philippines) S.S.
MARIKINA, Metro Manila

ACKNOWLEDGMENT

At the above-mentioned place this SEP 16, 2020 day of _____
personally appeared before me:


SHERYLL T. GAYOLA
Asst. Schools Division Superintendent
OIC, Schools Division Superintendent
SDO-Marikina City
(ENTITY)

DepEd ID # 5370484
Res. Cert. No. _____
Issued on: _____
Issued at: _____


ROBERT A. GUILLERMO
Authorized Representative
ALX Office and School Supplies Trading
(SERVICE PROVIDER)

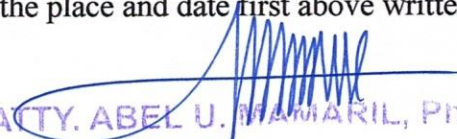
DRIVER'S LIC # NO3-95-185256
Res. Cert. No. _____
Issued on: _____
Issued at: _____

Known to me to be the same person who executed the foregoing instrument and who acknowledged to me the same is their free and voluntary act and deed that of the offices they respectively represent.

The foregoing instrument is an Owner-Service Provider Contract consisting of 3 pages including this page on which this acknowledgement is written and signed by the parties hereto and their instrumental witnesses on the left margin of each and every page thereof.

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

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Book No. XI
Series of 2020


ATTY. ABEL U. MAMARIL, Ph.D.
Notary Public
2nd Floor WCD Building, 4J Chanvingco St.
New Marikina Subd., Sta. Elena, Marikina City
Appointment No. 03 until December 31, 2020
Rollo No. 53425
PTR NO. 8310736: 01-02-2020 Marikina City
IBP No. 733743/Lifetime/01-1-08
MCLE Compliance No. VI-0015307 valid until 4/14/2022