



Republic of the Philippines  
**Department of Education**  
 REGION XII  
 DIVISION OF GENERAL SANTOS CITY

**PROCUREMENT OF LEARNING RESOURCES FOR S.Y. 2023-2024**  
**(PROCUREMENT OF TELEVISION)**  
**Contract No.: 2023-004L2**

THIS CONTRACT, made and entered into this 24 JUN 2023 day of 2023 by and between the:

The Department of Education, Division of General Santos City, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, located at Tiongson Street, Lagao, General Santos City, duly represented herein by its **Schools Division Superintendent, ISAGANI S. DELA CRUZ, CESO V**, hereinafter referred to as the "Procuring Entity";  
 -and-

**AsiaPrime Commodities Corp**, a private entity, represented herein by its **Sales Operation Manager, ERELYN L. VILLANUEVA** with office address at #10 Macopa Road, Brgy. Potrero Malabon City, Philippines, hereinafter referred to as the "Supplier";

WHEREAS, the Procuring Entity advertised the Invitation to Bid for Procurement of Learning Resources for S.Y. 2023-2024 (Procurement of Television), and received a bid from the bidder for the stated project; the same was opened, read and evaluated, thereafter bid was post-qualified and declared the Supplier with the lowest calculated bid for the said project in the sum of **One Million Four Hundred Eighty Thousand and 37/000 (1,480,000.37)** hereinafter called the "Contract Price";

WHEREAS, the Procuring Entity through the DepEd-Division of General Santos City Bids and Awards Committee (BAC) passed a resolution (**Resolution No. 2023-004L2-A**) to award in favor of the Supplier, which was approved by the Head of the Procuring Entity;

NOW, THEREFORE, for and in consideration of the abovementioned premises, the **Procuring Entity** and the **Supplier** hereby agree as follows:

1. The following documents shall be attached, deemed to form and be read and construed as part of this agreement, to wit:
  - 1.1 Contract Agreement
  - 1.2 Bidding Documents, including Bid Bulletin/s;
  - 1.3 Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
  - 1.4 Performance Security;
  - 1.5 Notice of Award of contract; and
  - 1.6 Other documents that may be required by the law and or Procuring Entity

SUPPLIER'S WITNESS  
 SUPPLIER'S REP.  
 DIVISION OF GSC WITNESS  
 DIVISION OF GSC'S SIGNATORY

CERTIFIED PHOTOCOPY:  
 OFELIA S. PANES  
 Administrative Officer IV



Republic of the Philippines  
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**OBLIGATIONS OF THE SUPPLIER**

2. In consideration of the payment to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants to perform the obligations stated in the ITB and its attachments.
3. The Supplier shall complete the project, on the specified dates and commence upon receipt of the Notice to Proceed (NTP), in accordance with the specifications stated in the ITB.
4. If the Supplier fails to satisfactorily deliver any or all of the Goods and/or perform the services within the period/s specified in the agreement inclusive of duly granted time extension, if any, the Procuring Entity shall, without prejudice to any other remedies under this Contract and applicable law, deduct from the contract price, as liquidated damages the applicable rate of 1/10 of 1% of the cost of unperformed portion for every day of delay until the actual delivery or performance. Once the liquidated damages reach 10%, the Procuring Entity may rescind or terminate the Contract without prejudice to the other courses of action open to it.

In case the total sum of the liquidated damages reaches 10% of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

**OBLIGATIONS OF THE PROCURING ENTITY**

5. DepEd- GSC shall perform all its legal obligations as stated in this contract and other agreements.
6. DepEd- GSC may reject any part thereof that fails to pass the inspection.
7. Pay the Supplier after the issuance of the following:
  - a. Billing Statement/Sales Invoice issued by the Supplier; and
  - b. Certificate of Satisfactory Delivery/Acceptance issued by the Procuring Entity.

**AMENDMENT**

8. Any amendment to this Agreement shall be made in writing and signed by the procuring entity and the supplier.

**ALTERNATIVE DISPUTE RESOLUTION**

9. Should any dispute related to this agreement and/or the rights of the parties arise, the same shall be submitted to usual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in General Santos City.

**VENUE IN CASE OF SUIT**

10. In case of a court suit, the venue shall be the courts of competent jurisdiction in General Santos City, to the exclusion of any other courts.

SUPPLIER'S WITNESS  
 [Signature]

SUPPLIER'S REP.  
 [Signature]

DIVISION OF GSC WITNESS  
 [Signature]

DIVISION OF GSC'S SIGNATORY  
 [Signature]


**CERTIFIED PHOTOCOPY:**  
 OFELIA S. PANES  
 Administrative Officer IV



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**Department of Education**  
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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:

  
**ISAGANI S. DELA CRUZ, CESO V**  
 Schools Division Superintendent

  
**ERELYN L. VILLANUEVA**  
 Sales Operation Manager

SIGNED IN THE PRESENCE OF:

  
**ATTY. PRINCESS ROSSHIEEN L. HORTAL**  
 DepEd, Division of GSC's Witness

  
**CHEA MARI GARCIA**  
 Supplier's Witness

CERTIFIED PHOTOCOPY:

  
**OFELIA S. PANES**  
 Administrative Officer IV



Republic of the Philippines  
**Department of Education**  
 REGION XII  
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REPUBLIC OF THE PHILIPPINES)  
 CITY OF Quezon City S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 24 JUN 2023 day of \_\_\_\_\_, 2023, personally appeared:

GOVERNMENT-ISSUED IDENTIFICATIONS  
 (Passport, Driver's License, SSS, GSIS, Philhealth...IDs)  
 NAME NUMBER ISSUED AT

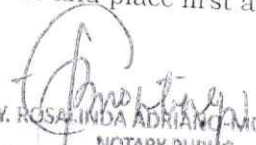
DepEd, DIVISION OF GSC ISAGANI S. DELA CRUZ 006-0121-7718-7 (UMID) GSC  
 Supplier ERELYN L. VILLANUEVA 0024-106 2412-5 (UMID) QUEZON CITY

Known 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 four (4) pages (exclusive of attachments), including this page on which this acknowledgment 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.

Doc. No. 447  
 Page No. 65  
 Book No. III  
 Series of 2023.

  
 ATTY. ROSALINDA ADRIANO MONTENEGRO  
 NOTARY PUBLIC  
 Commission expires on Dec. 31, 2023  
 PTR No. 4028249-01/03/2023 - O.C.  
 ISP No. 263982 - 01/03/2023 - O.C.  
 Roll No. 58465  
 MCLE Comp. No. VII-0621672 - 04/14/2023

CERTIFIED PHOTOCOPY:  
 CERTIFIED PHOTOCOPY:  
 OFELIA SYPANES  
 Administrative Officer IV