

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

**PROCUREMENT OF FRUITJUICE FOR 13,806 SBFP BENEFICIARIES**  
**Contract No.: 2023-009-L5**

THIS CONTRACT, made and entered into this JUL 27 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 Tionson 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-

**TSM Food Products**, a private entity, represented herein by its **Proprietor, ELIZABETH V. MONEVA** with office address at Purok 4B, Balindog, Kidapawan City, hereinafter referred to as the "Supplier";

WHEREAS, the Procuring Entity advertised the Invitation to Bid for Procurement of Fruit Juice for 13,806 SBFP Beneficiaries, 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 and responsive bid for the said project in the sum of **Three Million Six Hundred Ninety Five Thousand Three Hundred Thirteen Pesos and 96/100 (3,695,313.96)** 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. 2023-009-L5**) 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

**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.

CERTIFIED PHOTOCOPY;

OFELIA PANES  
Administrative Officer IV



Republic of the Philippines  
**Department of Education**  
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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.

  
 SUPPLIER'S WITNESS

**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.

  
 SUPPLIER'S REP.

**AMENDMENT**

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

  
 DIVISION OF GSC WITNESS

**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.

  
 DIVISION OF GSC'S SIGNATORY



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

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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

  
**ELIZABETH V. MONEVA**  
Proprietor

SIGNED IN THE PRESENCE OF:

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

  
**TINA S. MONEVA**  
*Supplier's Witness*

\*CERTIFIED PHOTOCOPY:

  
**OFELIA S. PANES**  
Administrative Officer IV

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

REPUBLIC OF THE PHILIPPINES)  
 CITY OF \_\_\_\_\_ S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this JUL 27 day of 2023, 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 ELIZABETH V. MONEVA 006-0128-2158-5 (UMID) KIDAPAWAN

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. 109  
 Page No. 20  
 Book No. 109  
 Series of 2023.

  
 Atty. **SAMUEL Y. FAJARDO**  
 Notary Public  
 Notarial Comm. SN. 91-2015  
 Until December 31, 2023  
 For Kidapawan City, North Cotabato  
 Roll No. 39151  
 PTR No. 2484975 dtd. 01/04/2022  
 IBP No. 107048 dtd. 11/11/2021  
 NICLE Corp. VB-0090025

CERTIFIED PHOTOCOPY:  
 OFELIA S. PANES  
 Administrative Officer IV