CONTRACT

"Supply and Delivery of Copy Paper Needed for Printing of Modules (Senior High School) and Laminating Film for Division Office and Schools Use"

THIS AGREEMENT made and entered into this _____day of 2 1 DEC 2020 by and between the **DEPARTMENT OF EDUCATION MARIKINA CITY DIVISION**, located at Shoe Ave., Sta. Elena, Marikina City, Philippines as represented by the Schools Division Superintendent, **MS. SHERYLL T. GAYOLA,** hereinafter referred to as the "**ENTITY**" and **Tarp Ink Enterprises,** located at #1 Tri Seven Bldg., Roxas St. San Isidro, Cainta, Rizal, represented herein by **MS. SHIRLEY S. GOMEZ,** hereinafter called the "**SERVICE PROVIDER.**"

WHEREAS, the Entity is desirous that the Service Provider executes the **"Supply and Delivery of Copy Paper Needed for Printing of Modules (Senior High School) and Laminating Film for Division Office and Schools Use,"** hereinafter called the "**SERVICES**" and the Entity has accepted the bid for ***Three Hundred Thirty-Eight Thousand Seven Hundred Eighty Pesos (Php 338,780.00)*** by the Contractor for the execution and completion of such SERVICE and the remedying of any defects/problems 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 condition of Contract;

2. The following documents shall be deemed to form, be read construed as part of this Contract;

   A. Request for Quotation including all the Technical Requirements attached;
   B. Resolution to Award
   C. Notice of Award of Contract and the bidder's conforme thereto;

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 was specified for the purpose. The completion of the project is 7 days;

4. The amount of liquidated damages (LD) deductible from payments due to 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 Contract Price mentioned herein to be paid by the Entity to the Service Provider, the Service Provider hereby covenants with the Entity to execute and complete such Services and remedy defects/problems therein in conformity in all respect with the provision of the Contract.

6. The **ENTITY** hereby covenants to pay the **SERVICE PROVIDER** in consideration of the execution and completion of such Services and the remedying of defects/problems therein. The Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the 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 hereto have caused this Contract 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)

SHIRLEY S. GOMEZ
Authorized Representative
Tarp Ink Enterprises
(SERVICE PROVIDER)

SIGNED IN THE PRESENCE OF:

Adelia A. Benitez
WITNESS

JANETTE E. EVANGELISTA
WITNESS

(Republic of the Philippines) S.S.
Pasig City, Metro Manila

ACKNOWLEDGEMENT

At the above-mentioned place this _______ day of 21 DEC 2020 personally appeared before me:

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

Res. Cert. No. UMID
Issued on: ______________
Issued at: ______________

SHIRLEY S. GOMEZ
Authorized Representative
Tarp Ink Enterprises
(SERVICE PROVIDER)

Res. Cert. No. Pag-ibig
Issued on: ______________
Issued at : ______________

Known to me 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. 3
Series of 2020

ANNA THERESA CRUZ
NOTARY PUBLIC
Appointment No. 132 (2020-2021)
Pasig - San Juan - Pateros
119 A. Rodriguez Ave., Ext., Pasig City
PTR No. 8340548/01-08-2020/Mrkn
IBP No. 097406/12-12-19/RSM
Roll of Attorneys No. 52694; MCLE VI-25188
Commission expires on December 31, 2021