

CONTRACT

“Supply and Delivery of Supplies and Materials for the Repair of ICT, ALS, PSDS, and Supply Offices at SDO-Marikina City”

THIS AGREEMENT made and entered into this 22 day of April 2022 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 **MOGARH TRADING** located at #2 Colossians St. Oro Vista Subd. Concepcion I, Marikina City, represented herein by **MS. ARLENE G. MORALES**, hereinafter called the “**SERVICE PROVIDER**.”

WHEREAS, the Entity is desirous that the Service Provider execute the “**Supply and Delivery of Supplies and Materials for the Repair of ICT, ALS, PSDS, and Supply Offices at SDO-Marikina City**,” hereinafter called the “**SERVICES**” and the Entity has accepted the bid for *Eighty-Seven Thousand Three Hundred Sixty Pesos (Php 87,360.00)* 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 15 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)


ARLENE G. MORALES
General Manager
MOGARH TRADING
(SERVICE PROVIDER)

SIGNED IN THE PRESENCE OF


WITNESS


WITNESS

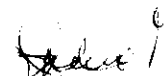
(Republic of the Philippines) S.S.
_____, Metro Manila

ACKNOWLEDGMENT

At the above-mentioned place this _____ day of _____
personally appeared before me:


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

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


ARLENE G. MORALES
General Manager
MOGARH TRADING
(SERVICE PROVIDER)

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 _____ 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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Series of 2011

