



Republic of the Philippines
Department of Education
REGION X – NORTHERN MINDANAO
SCHOOLS DIVISION OF EL SALVADOR CITY

CONTRACT AGREEMENT
Contract No. 2021-04-0073

This AGREEMENT, made and entered into this **16th** day of April 2021 by and between the Department of Education, Division of El Salvador City, located at Zone 3, Poblacion, El Salvador City, represented herein by its Schools Division Superintendent, **OLGA C. ALONSABE, Ph.D., CESE**, hereinafter referred to as the "Entity" of the one part and **MUSTARD SEED SYSTEMS CORPORATION**, represented herein by its Regional Branch Manager-Mindanao, **SOLIE O. POGAJA**, with office address at Door 4, the Promenade Building Kauswagan Highway, Cagayan De Oro City, hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Entity invited bids for the **Procurement of Android Tablets for the Implementation of Distance Learning under Basic Education Learning Continuity Plan for SY 2020-2021 (Project No. 2021-03-0014)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Nine Hundred Ninety-Four Thousand Three Hundred Fifty-Eight Pesos and Twenty-Four Centavos only (Php.994,358.24)* with a contract duration of Forty-Five (45) calendar days; starting the receipt of Notice To Proceed (NTP hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) The performance Security;
 - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract; and
4. The Entity hereby covenants to pay the Supplier in consideration of the provisions of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the



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provisions of the contract at the time and in the manner prescribed by the contract.

5. The Contractor hereby covenants to supply the determined goods in accordance with the technical specifications hereto required for the goods and services starting from the receipt of the Notice to Proceed until the end of the contract duration;
6. In case of failure to finish the said delivery and supply within stipulated period of 45 days, the Contractor shall be liable to the Entity for Liquidated Damages equivalent to at least one tenth of one percent (1%) of the value of the unperformed portion of each item under the contract per calendar day of delay.
7. That the Entity pays the Supplier after the supply and delivery of goods have been complied and submits all the necessary documents as required for payment.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

OLGA C. ALONSABE, Ph.D., CESE
OWNER

SOLIE O. FOGAJA
CONTRACTOR

SIGNED IN THE PRESENCE OF:

SHERRIE R. DUNGOG
OWNER'S WITNESS

MARCELITO D. KERO
CONTRACTOR'S WITNESS

Funds Available:

MARICEL B. JANGAO
Accountant III

Allotment Available:

STEPHANIE P. SALIGUMBA
Budget Officer III





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Department of Education
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SCHOOLS DIVISION OF EL SALVADOR CITY

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 2021, personally appeared:

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

NAME	NUMBER	ISSUED ON	ISSUED AT
OLGA C. ALONSABE	006-0034-5465-7 GSIS UMID NO.	_____	_____
SOLIE O. POGAJA	J05-08-000074 DRIVER'S LICENSE NO.	JULY 28, 2020	DAVAO 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 _____ () 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.

EMILITO J. MARQUINO
Notary Public
UNTIL DECEMBER 31, 2021
PTR # 4867773 12-11-2020
IBP # 135320 12-16-2020
ATTORNEY'S ROLL # 26851
MCLE COMPL # VI-0000781
NOTARIAL COM # 2019-18
CAGAYAN DE ORO CITY

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Book No. XV
Series of 2021



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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S. S.

SECRETARY'S CERTIFICATE

I, **MARIAN IVY F. REYES-FAJARDO**, of legal age, Filipino, and with office address at Unit 12F, 12th Floor, IBM Plaza Bldg., No. 8 Eastwood Avenue, Eastwood City, Cyberpark, Bagumbayan, Quezon City, after having been duly sworn in accordance with law, hereby depose and state:

1. I am the duly elected and incumbent Corporate Secretary of **MUSTARD SEED SYSTEMS CORPORATION** (the "Corporation"), a corporation duly organized and existing in accordance with the laws of the Republic of the Philippines, and with principal office address at No. 47 Kamias Road, Brgy. Pinyahan, Quezon City.

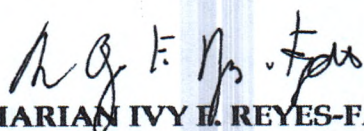
2. At the special meeting of the Board of Directors of the Corporation held on 18 March 2021 at which meeting a quorum was present and acting throughout, the following resolution was passed and approved:

"RESOLVED, that Mustard Seed Systems Corporation ("Corporation") is hereby authorized to participate in the bidding of DEPARTMENT OF EDUCATION-DIVISION OF EL SALVADOR CITY entitled "Bidding for Procurement of Android Tablets for the Implementation of Distance Learning under Basic Education Learning Continuity Plan (BE-LCP) for SY 2020-2021 (Project No. 2021-03-0014) w/REFERENCE NUMBER 7523648"; and

"RESOLVED FURTHER, that Solie O. Pogaja be, as he is hereby, authorized to do, execute and perform any and all acts necessary to represent the Corporation in the bidding."

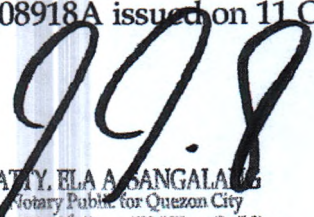
3. The foregoing resolution is in accordance with the records of the Corporation, has not been revoked, amended, or in any manner modified and, accordingly, the same may be relied upon until a written notice to the contrary is issued by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of March 2021 in Quezon City.


MARIAN IVY F. REYES-FAJARDO
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 19th day of March 2021 in Quezon City, affiant exhibiting to me her Passport with ID No. P9108918A issued on 11 October 2018 at DFA Tuguegarao, valid until 10 October 2028.

Doc. No.: 513 ;
Page No.: 104 ;
Book No.: 4 ;
Series of 2021.


ATTY. ELA A. SANGALANG
Notary Public for Quezon City
Unit 12F, 12th Floor, IBM Plaza Building
No. 8 Eastwood Avenue, Eastwood City
Cyber Park, Bagumbayan, Quezon City
Commission Appointment No. NP-129
Commission until 31 December 2021
Roll of Attorneys No. 58068
IBP No. 150540 / 12 January 2021 / Quezon City
PTR No. 996886 / 04 January 2021 / Quezon City
MCTF Compliance No. VI-0025637 April 15, 2019