



Republic of the Philippines  
**Department of Education**  
 REGION I  
**SCHOOLS DIVISION OF ILOCOS NORTE**

**CONTRACT**  
**PB-16-2023**

**Procurement of Materials for the Production of Modules,  
 Lot 5 –Printing Materials for Elementary**

**THIS AGREEMENT**, made this JAN 09 2024 day of \_\_\_\_\_ between the **SCHOOLS DIVISION OF ILOCOS NORTE** duly represented by the **Atty. DONATO D. BALDERAS, JR.**, Schools Division Superintendent (hereinafter called “the Owner”) as the Party of the First Part and **KSD Merchandising Corporation** represented by **DILIP L. MANSUKHANI** of 86 fr Castro Avenue, Laoag City (hereinafter called “the Contractor”) as the Party of the Second Part.

WHEREAS, the **OWNER** is desirous, that the Supplier executes the project: **Procurement of Materials for the Production of Modules, Lot 5 – Printing Materials for Elementary** (herein called the “the Works”) and the Entity has accepted the Bid for **One Million Two Hundred Thirty-One Thousand Four Hundred Thirty-Five pesos (Php 1,231,435.00)** by the supplier for the execution and completion of such works/services and the remedying of any defects therein.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings 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 part of this Agreement, to wit:
  - a. General and Special Conditions of Contract;
  - b. Specifications;
  - c. Invitation to Bid;
  - d. Instruction to Bidders;
  - e. Bid Data Sheet;
  - f. Addenda and/or supplemental/Bid Bulletins, if any;
  - g. Bid form including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes;
  - h. Eligibility requirements, documents and/or statements;
  - i. Performance Security;
  - j. Credit line issued by a licensed bank, if any;
  - k. Notice of Award of Contract and the Bidder’s conforme thereto;
  - l. Other contract documents that may be required by existing laws and/or the Entity.

Contractor's Witness

Division Accountant

Asst. Schools Division Superintendent

Party of the Second Part

Schools Division Superintendent




3. In consideration of the payments to be made by the Entity to the contractor as hereinafter mentioned, the contractor hereby covenants with the Entity to execute and complete the works within **Thirty (30) calendar days** in every schedule set and remedy any defects therein in conformity with the provisions of the Contract in all respects and as agreed and indicated in the Delivery Schedule.
4. The Entity hereby covenants to pay the supplier in consideration of the execution and completion of the Works/services and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times prescribed in this contract and in manner prescribed by the government disbursement requirements and mode of disbursement.
5. The warranty against Structural Defects and Failure shall cover the periods as prescribed in Section 62.2.3.2 of the Revised Implementing Rules and Regulations of R. A. 9184 from final acceptance, except those occasioned by force majeure.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed the day and year first before written.


**SCHOOLS DIVISION OF  
ILOCOS NORTE**

BY:

  
Atty. **DONATO D. BALDERAS, JR.**  
Schools Division Superintendent  
(Party of the First Part)

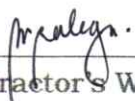
**KSD MERCHANDISING  
CORPORATION**

BY:

  
**DILIP L. MANSUKHANI**  
Authorized Representative  
(Party of the Second Part)

WITNESSES:

  
**JOYE D. MADALIPAY EdD, CESO VI**  
Asst. Schools Division Superintendent

  
\_\_\_\_\_  
(Contractor's Witness)

  
**GRACE TURQUEZA RABANG**  
Division Accountant

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

**ACKNOWLEDGEMENT**

BEFORE ME, Notary Public for and in the Province of Ilocos Norte,  
personally appeared:

<b>Atty. DONATO D. BALDERAS, JR.</b> Schools Division Superintendent (First Party's Representative)	ID No. _____ Valid until: _____ Issued in: _____
<b>DILIP L. MANSUKHANI</b> KSD Merchandising Corporation (Second Party/ Owner-Manager)	ID No. <u>122-626-945</u> Valid until: _____ Issued in: _____

known to me and to me known to be the same persons who have assigned the foregoing instrument and who acknowledge to me that the same is true and voluntary acts and deeds and that of the same agency/entity they respectively represent.

This instrument is a Contract Agreement for the project with an amount of **One Million Two Hundred Thirty-One Thousand Four Hundred Thirty-Five pesos (Php 1,231,435.00)** consisting of three (3) pages, including this page on which the acknowledgment is written duly signed by the contracting parties on the bottom margin thereof and Page Two is signed on the corresponding spaces provided thereof by the contracting parties and their instrumental witnesses and sealed with notarial seal.

WITNESS MY HAND AND SEAL this JAN 08 2024 day of \_\_\_\_\_, 2024 at Laoag City, Ilocos Norte.

Notary Public

Doc. No. 105  
Page No. 21  
Book No. LXIII  
Series of 2024

**ATTY. ENLID EDGAR V. DEL ROSO, JR.**  
NOTARY PUBLIC, ILOCOS NORTE UNTIL DEC 31, 2024  
70-A, GEN. LUNA STREET, BRGY. 9/LAOAG CITY  
MC NO. 2022-82, PTR NO. 2606825, JAN. 2, 2024, L.C  
IBF UK 586466, JAN. 2, 2024 ROLL No. 44815  
MCLE COMP. VII-0009376 FEB. 12, 2022

WITNESSED BY:  
 JOYE D. MADALIPAY EAD, CESO VI  
 Asst. Schools Division Superintendent  
 GRACE TUQUOZARABANG  
 Division Accountant  
 Atty. DONATO D. BALDERAS, JR.  
 Schools Division Superintendent  
 DILIP L. MANSUKHANI  
 Party of the Second Part