



Republic of the Philippines  
**Department of Education**  
 REGION X – NORTHERN MINDANAO  
**SCHOOLS DIVISION OF OZAMIZ CITY**

**CONTRACT**

**TRAINING VENUE WITH CATERING SERVICES FOR THE CONDUCT  
 OF WORKSHOP ON THE REFINEMENT OF THE NLC LESSON  
 EXEMPLARS**

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT is made and entered into by and between:

The **DEPARTMENT OF EDUCATION DIVISION OF OZAMIZ CITY**, a government agency created by virtue of Republic Act 9155 with office address at IBJT Compound, Barangay Carangan, Ozamiz City, Philippines, duly represented by **NIMFA R. LAGO**, Assistant Schools Division Superintendent, OIC-Office of the Schools Division Superintendent, hereinafter referred to as the **ENTITY**;

-and-

**VICON-G GRAND CORPORATION**, a corporation, duly organized, registered and existing under and by virtue of the Philippine Laws, with principal address, Valconcha St., 50<sup>th</sup> District, Ozamiz City, Philippines, represented by its Proprietor, **BEACON M. GANADEN**, herein referred to as the **"CONTRACTOR"**.

**WITNESSETH:**

**WHEREAS**, the Revised Implementing Rules and Regulations, hereinafter called the IRR, is promulgated pursuant to Section 75 of Republic Act No. (R.A.) 9184 otherwise known as the Government Procurement Reform Act, for the purpose of prescribing the necessary rules and regulations for the modernization, standardization, and regulation of the procurement activities of the Government of the Philippines (GOP);

**WHEREAS**, the provisions of the IRR are in line with the commitment of the GOP to promote good governance and its effort to adhere to the principle of transparency, accountability, efficiency and economy in its procurement process. It is the policy of the GOP

Proprietor: **BEACON M. GANADEN**  
 Authorized Representative  
 Procuring Entity: **NIMFA R. LAGO, PHD., CESO VI**  
 Assistant Schools Division Superintendent  
 OIC-Office of the Schools Division Superintendent



Address: IBJT Compound, Carangan, Ozamiz City  
 Telephone No: (088) 545-09-88  
 Telefax: (088) 545-09-90  
 Email Address: ozamiz.city@deped.gov.ph



**PANDONG**

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that procurement of infrastructure projects, goods and consulting services shall be competitive and transparent, and therefore shall go through public bidding, except as provided in the IRR;

**WHEREAS, VICON-G GRAND CORPORATION** was considered as the Lowest, Calculated and Responsive Bidder;

**WHEREAS,** this Agreement is vital in order to establish and deliver efficient and reliable services to the personnel and clients of DepEd Division of Ozamiz City to comply with its mandate provided by law;

**NOW THEREFORE,** for and in consideration of the above premises, the parties hereby agree, covenant and stipulate the following;

**TERMS AND CONDITIONS:**

1. The **"CONTRACTOR"** will provide venue (Be Palace Hotel) and serve Lunch (Rice, Drinks, 2 viands, 1 pasta/vegie, Mixed Fruits, Soup); AM Snacks (Kakanin/Pinoy Snacks and Drinks) and PM Snacks (Kakanin/Pinoy Snacks and Hot Choco) good for **86 participants for 3 Days** and the menu will be based on the **"ENTITY"** preferences during the conduct of workshop on the refinement of the NLC lesson exemplars;
2. The **"CONTRACTOR"** will also provide the following provisions: a) Free use of Microphone, Sound System, WIFI, projector, b) Hot/Cold Water, and c) with overflowing coffee;
3. The total consideration of this contract is **Ninety Thousand Forty-Two Pesos only (Php 90,042.00)**. Payment will be made after the said activity.
4. The activity dates are as follows: **March 13-15, 2024;**
5. This Contract cannot be terminated by both parties without just and valid causes;
6. The **"CONTRACTOR"** shall not be in default under this contract for any delay in the performance of the above mentioned service for the **"ENTITY"** caused by force majeure or fortuitous event, provided that the **"CONTRACTOR"** informs the **"ENTITY"** in writing



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of such delay within five (5) days after the occurrence of such delay. Upon receipt of such notice of delay, the "ENTITY" shall promptly ascertain the facts and extent of such delay. The decision of the "ENTITY" shall be binding upon the "CONTRACTOR"

- Any dispute, controversy or claim arising out or relating to this Agreement, or the breach, termination or invalidation thereof shall be settled by arbitration in accordance with the PDRCI Arbitration Rules in force at the time of the commencement of the arbitration.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this 08 MAR 2024 day of \_\_\_\_\_, 20\_\_\_\_ at Ozamiz City, Philippines.

**BEACON M. GANADEN**  
 Proprietor/Manager/Representative  
 Vicon-G Grand Corporation  
*(for the Contractor)*

**NIMFA R. LAGO, PHD, CESO VI**  
 Assistant Schools Division Superintendent  
 OIC-Office of the Schools Division Superintendent  
 DepEd, Division of Ozamiz City  
*(for the Entity)*

Funds Available:

**MARICEL D. AVILA, CPA**  
 Accountant III

Witnesses:

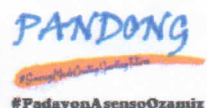
**DIONESIO L. ERWAGON, JR., CESE**  
 OIC-ASDS/BAC Chairman

**ATTY. VINCENT SHELDON A. ZABALA**  
 Division Attorney

REPUBLIC OF THE PHILIPPINES)  
 City of Ozamiz) S.S.



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**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for City of Ozamiz, this \_\_\_\_\_ day of 08 MAR 2024, 20\_\_\_\_ personally appeared:

1. NIMFA R. LAGO ID No. \_\_\_\_\_

2. BEACON M. GANADEN ID No. 104-03-000541

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that 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 hereto and their instrument witnesses on the left hand margin of each and every page hereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

NOTARY PUBLIC  
 Until \_\_\_\_\_

Doc. No. 00  
 Page No. 10  
 Book No. VII  
 Series of 20 24

*[Signature]*  
**ATTY. PRISCILLA TAPANG HERNANDEZ**  
 Notary Public  
 For the City of Ozamiz and the Province of Misamis Occidental  
 Until December 31, 2025  
 Notarial Commission No. 2023-08  
 PTR No. 5152936A-10/19/2023-Ozamiz City  
 TIN-160-182-056-000  
 Roll No. 29014



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