



Republic of Philippines
Department of Education

PROJECT: Supply and Delivery of 3,541 Science and Mathematics Equipment Packages to 686 Public Junior High Schools for Grades Seven (7) to Ten (10) (Lot No.9)

CONTRACT NO.: 2018-10-BLR4(001)-BV-CB023-C131

CONTRACT

THIS CONTRACT made and entered into this 15th day of OCTOBER 2019 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its OIC-Undersecretary for Curriculum and Instruction, **DR. DIOSDADO M. SAN ANTONIO**, hereinafter referred to as the **“Procuring Entity”** of the one part;

-and-


EDURESOURCES PUBLISHING, INC. in joint venture with **ARIHANT INDUSTRIES**, represented herein by their Authorized Representative, **MARIE ANTONETTE T. YAP**, with office address at G/F Dane Building, No. 203 Mindanao Avenue-Extension, Bahay Toro, District I, Quezon City, Metro Manila, Philippines, hereinafter referred to as the **“Supplier”** of the other part.

WHEREAS, the **Procuring Entity** invited bids for certain Goods and ancillary services stated in the above-mentioned project consisting of ten (10) Lots, and received bids from nine (9) bidders; the **Procuring Entity** opened, read, and evaluated the bids of the nine (9) bidders and declared one (1) bidder as having the lowest/single calculated bid for Lot Nos. 1, 3, 4, 7, 8 and 10; one (1) bidder for Lot Nos. 2 and 5, one (1) bidder for Lot No. 6; and the **Supplier** for Lot No. 9; after evaluation, the **Procuring Entity** post-qualified and declared the bid of the **Supplier** as the lowest calculated responsive bid for Lot No. 9;

WHEREAS, the **Procuring Entity** passed and approved Resolution to Award No. 2018-10-BLR4(001)-BV-CB-023 in favor of the **Supplier**, in joint venture with the Arihant Industries, in the sum of **PHILIPPINE PESOS THREE HUNDRED SEVENTY-SEVEN MILLION FORTY FIVE THOUSAND FIVE HUNDRED TWO and 95/100 (PhP 377,045,502.95) ONLY**, hereinafter called the **“Contract Price.”**

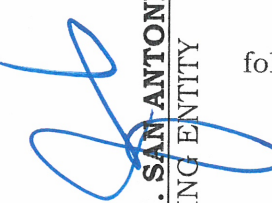
NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this **Contract**, words and expressions 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, be read and construed as part of the Contract:


DENNIS CELESTINE A. YAP
SUPPLIER'S WITNESS


MARIE ANTONETTE T. YAP
SUPPLIER


RAUL C. LA ROSA
PROCURING ENTITY'S WITNESS


DIOSDADO M. SAN ANTONIO
PROCURING ENTITY




DENNIS CELESTINE A. YAP
SUPPLIER'S WITNESS



MARIE ANTONETTE T. YAP
SUPPLIER




RAUL C. LA ROSA
PROCURING ENTITY'S WITNESS




DIOSDADO M. SAN ANTONIO
PROCURING ENTITY

- 2.1. The **Supplier's** Bid, including the Technical and the Financial Proposals, and all other documents/statements submitted;
 - 2.2. Resolution to Award No. 2018-10-BLR4(001)-BV-CB-023 (Lot No. 9) dated 10 May 2019 and its Annexes, and Corregindum to RTA No. 2018-10-BLR4(001)-BV-CB-023 dated 18 July 2019;
 - 2.3. Notice of Award;
 - 2.4. Schedule of Requirements;
 - 2.5. Technical Specifications;
 - 2.6. General Conditions of Contract;
 - 2.7. Special Conditions of Contract;
 - 2.8. Performance Security;
 - 2.9. Quality Assurance Procedures during Sample Evaluation;
 - 2.10. Inspection and Test Protocol;
 - 2.11. Quality Assurance Procedures During Contract Implementation;
 - 2.12. Warranty: 1 year from acceptance of Goods by the Procuring Entity;
 - 2.13. Bid Bulletin Nos. 001, 002, and 003;
 - 2.14. Submitted Price Schedule Form of the Bidder;
 - 2.15. List of Recipient of Public Junior High Schools per Region.
- 3. The Goods shall be delivered within three hundred thirty (330) calendar days from receipt of the Notice to Proceed by **Supplier**;
 - 4. The **Supplier** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of the **Procuring Entity**, and shall be forfeited in the event it is established that the **Supplier** is in default of any of its obligations under the Contract. The performance security shall remain valid, in force and effect until issuance by the **Procuring Entity** of the Certificate of Final Acceptance. For this purpose, the **Supplier** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from the **Procuring Entity**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;
 - 5. The Goods supplied under this **Contract** should conform to the standards mentioned in Section VI, Schedule of Requirements and Section VII, Technical Specifications;
 - 6. In consideration of the **Contract Price** mentioned herein to be paid by the **Procuring Entity** to the **Supplier**, the **Supplier** hereby covenants to provide all of the Goods, incidental and additional services as specified in Section VI, Schedule of Requirements, and Section VII, Technical Specifications, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;
 - 7. The **Supplier** hereby covenants to provide all of the materials, notifications, and information pertaining to spare parts manufactured by the **Supplier**, such as but not limited to the spare parts as the


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PROCURING ENTITY

Procuring Entity may elect to purchase from the **Supplier**, provided that this election shall not relieve the **Supplier** of any warranty obligation under this **Contract**;

8. The **Supplier** hereby covenants to provide advance notification to the **Procuring Entity** in the event of termination of production of the spare parts, in sufficient time to permit the **Procuring Entity** to procure needed requirements and to furnish, at no cost, to the **Procuring Entity**, the blueprints, drawings, and specifications of the spare parts, upon request by the **Procuring Entity**;
9. Goods delivered with defects or non-compliant with the required specifications shall be rejected by the **Procuring Entity** and replaced by the **Supplier**. The **Procuring Entity** shall have the option to inspect the **Supplier's** premises covered by the **Contract**, at any time or stage of contract implementation, to monitor and assess **Supplier's** capacity to discharge its contractual obligations;
10. The **Supplier** shall deliver the Goods to the appropriate recipient schools only as indicated in the allocation list or Annex "F" attached to the Bidding Documents unless otherwise instructed by the **Procuring Entity**, for justifiable cause. Goods delivered to another school other than the recipient school without the **Procuring Entity's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the Contract;
11. The procured Goods or items contemplated under this **Contract** shall be inspected and/or tested by the **Procuring Entity** either prior to delivery at the **Supplier's** premises, or at the delivery sites, or both, at the option of the **Procuring Entity**, in accordance with the provisions of the Special Conditions of Contract, the Schedule of Requirements, the Inspection and Acceptance Protocol or otherwise indicated in other parts of the bidding documents;
12. In case the **Supplier** encounters condition(s) impeding timely delivery of the goods, the **Supplier** shall promptly notify the **Procuring Entity** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. **Supplier** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
13. The **Contract Price** shall be paid to the **Supplier** through the Government disbursement procedures as follows:
 - 13.1. Upon submission of an Irrevocable Letter of Credit or Bank Guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract;


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PROCURING ENTITY

- 13.2. **Supplier** may submit a request for payment based on the **Supplier's** monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **Supplier**, as approved by the duly authorized representative of the Procuring Entity, that the items have been delivered and/or properly installed and commissioned;
- 13.3. Payment shall be made to the **Supplier** as promptly as possible after the date of acceptance of Goods at the Project Site and upon submission of the documents (i) to (vii) specified in SCC Clause 6.2 and other documents required in accounting and auditing rules and regulations, in the following manner:
- 13.3.i. For the initial progress payment, a minimum of twenty five percent (25%) of the Contract Price shall be paid to the Supplier upon delivery of a minimum of twenty five percent (25%) of the requirement under this Contract duly inspected and accepted at the Project Sites by the Procuring Entity's authorized representatives;
- 13.3.ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.
14. The obligation for the warranty shall be covered by retention money in an amount equivalent to three percent (3%) from every progress payment or a special bank guarantee equivalent to three percent (3%) of the **Contract Price**. The warranty shall be for one (1) year from acceptance of Goods by the **Procuring Entity**;
15. The **Supplier** shall be liable for the damages for the delay in its performance of the Contract and shall pay the **Procuring Entity** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. The **Procuring Entity** shall deduct the liquidated damages from any money due or which may become due to the **Supplier**, or collect from any of the securities or warranties posted by the **Supplier**, whichever is convenient to the **Procuring Entity**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **Procuring Entity** may rescind or terminate the **Contract**, without prejudice to other courses of action and remedies available under the circumstances;
16. In case of conflict or dispute between the Parties arising from this Contract, the Parties shall make efforts to resolve amicably such conflict or dispute. Should the Parties fail to reach an amicable settlement of their dispute, the Parties, without prejudice to the available remedies under RA 9184 and its IRR, may submit to arbitration, in accordance with governing laws and regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

DIOSDADO M. SAN ANTONIO
Procuring Entity

MARIE ANTONETTE T. YAP
Supplier



SIGNED IN THE PRESENCE OF:

RAUL C. LA ROSA
Procuring Entity's Witness

DENNIS CELESTINE A. YAP
Supplier's Witness

APPROVED BY:

LEONOR MAGTOLIS BRIONES
Secretary
Department of Education

Certified Funds Available: ₱ 377, 045, 502.95

CHOLITA F. DONG

Accountant III
OIC, Chief Accountant

REPUBLIC OF THE PHILIPPINES
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____,
Philippines, this _____ day of _____ 2019 personally appeared:

OCT 15 2019

NAME	ANY GOVERNMENT-ISSUED I.D.		
	I.D.	Control No.	Expiry Date
DIOSDADO M. SAN ANTONIO OIC - Undersecretary Procuring Entity	Philippine Passport	S0005407A	10 Apr 2023
MARIE ANTONETTE T. YAP Authorized Representative Supplier	LTO-Issued Driver's License	N04-96-377982	10 Jan 2022

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge 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 six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

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

Doc. No. 261 ;
Page No. 59 ;
Book No. XI ;
Series of 2019.

NOTARY PUBLIC

ATTY. MARILAINÉ AGNES PINKY A. SUMALABE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
UNIT-C, J&S BUILDING
NO. 104 KALAYAAN AVENUE, QUEZON CITY
IBP O.R. NO. 063958 / 1-7-19
PTR NO. 7375823 / 1-7-19 ROLL NO. 69677
MELE COMPLIANCE NO. VI-0003151 / 4-14-2022

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