



**PROJECT:** Supply, Delivery and Installation of Acrylic Shield Barrier (for Office Cubicles)

**CONTRACT NO.:** 2021-AdmS2(007)-BII-CB-011-048

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into this 8th day of OCTOBER 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **ALAIN DEL B. PASCUA**, as per Department Order No. 023, s. 2021 (hereinafter referred to as "DEPED"); and **SCUDERIA ENTERPRISES** represented herein by its Authorized Representative, **ROMEO D. GARCIA**, with office address at 22 Bituan Street, Brgy. Doña Imelda, Quezon City, Metro Manila, Philippines (hereinafter referred to as "SCUDERIA ENTERPRISES").

DEPED and SCUDERIA ENTERPRISES are collectively called "PARTIES."

**WHEREAS**, DEPED invited bids for the supply, delivery and installation of Acrylic Shield Barrier for office cubicles consisting of one (1) Lot and received bids from five (5) bidders; DEPED opened, read, and evaluated the bids of the five (5) bidders; the bidders having the lowest calculated bid and second lowest calculated bid were post-disqualified, and DEPED declared SCUDERIA ENTERPRISES as the bidder having the third lowest calculated bid; after evaluation, DEPED post-qualified and declared the bid of SCUDERIA ENTERPRISES as the lowest calculated responsive bid for Lot No. 1 in the sum of **PHILIPPINE PESOS TWO MILLION, SEVENTY-FIVE THOUSAND, SEVEN HUNDRED and 00/100 (PhP 2,075,700.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
1	Acrylic Shield Barrier	748 sets	2,075,700.00

**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 referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i. Philippine Bidding Documents (PBD);

DEPED CRISTOBAL SCUDERIA ENTERPRISES' Witness  
 ROMEO D. GARCIA SCUDERIA ENTERPRISES  
 MARITRESS L. ARLAY Chief Administrative Officer DEPED's Witness ASSET MANAGEMENT DIVISION  
 ALAIN DEL B. PASCUA Department of Education



- a. Schedule of Requirements;
  - b. Technical Specifications;
  - c. General and Special Conditions of the Contract; and
  - d. Bid Bulletin No. 1 dated June 21, 2021.
- ii. **SCUDERIA ENTERPRISES'** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - iii. Performance Security;
  - iv. Notice of Award of Contract and **SCUDERIA ENTERPRISES'** conforme thereto; and
  - v. Other contract documents required by existing laws and/or DepEd in the PBD. **SCUDERIA ENTERPRISES** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. The goods supplied under this Contract shall be delivered within **thirty (30) calendar days** upon receipt of **SCUDERIA ENTERPRISES** of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the goods shall pass from **SCUDERIA ENTERPRISES** to **DEPED** upon receipt and final acceptance at the **DepEd Central Office**. However, installation of items shall remain to be the responsibility and for the account of **SCUDERIA ENTERPRISES** notwithstanding inspection and acceptance at the delivery site.

4. **SCUDERIA ENTERPRISES** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **SCUDERIA ENTERPRISES** is in default of any of its obligation under this contract. **SCUDERIA ENTERPRISES** shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.

5. The goods supplied under this Contract should conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, as amended by Bid Bulletin No. 1 dated June 21, 2021, and must be in accordance with the following technical specifications:

  
**DEPED CRISOBAL**  
 SCUDERIA ENTERPRISES' Witness

  
**ROMEO P. GARCIA**  
 SCUDERIA ENTERPRISES

  
**MARITESS L. ARLAY**  
 Chief DepEd's Witness Officer  
 ASSET MANAGEMENT DIVISION

  
**ALAIN DEL P. PASCUA**  
 Department of Education

Thickness: 4mm
Panels
3 main panels:
Panel 1 - 600mm x 800mm
Panel 2 - 1,100mm x 800mm
Panel 3 - 600mm x 800mm
8 pieces Acrylic support base - 30mm x 50mm
Material: Clear Cast Acrylic

  
**DEKIC CASTOBA**  
 SCUDERIA ENTERPRISES' Witness

  
**ROMEO D. GARCIA**  
 SCUDERIA ENTERPRISES

  
**MARITRESS L. ARLAY**  
 Chief, DEPED's Witness Office  
 ASSET MANAGEMENT DIVISION

  
**ALAIN DE LA PASCUA**  
 Department of Education

Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those of the approved bids or samples shall be discretionary to **DEPED** and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory.

6. Goods with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by **SCUDERIA ENTERPRISES**. **DEPED** shall have the option to inspect **SCUDERIA ENTERPRISES'** premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **SCUDERIA ENTERPRISES'** capacity to discharge its contractual obligations.
7. In case **SCUDERIA ENTERPRISES** encounters condition(s) impeding timely delivery of the goods, **SCUDERIA ENTERPRISES** shall promptly notify **DEPED** Procurement Management Service-Contract Management Division (ProcMS-CMD) in writing of such condition(s). As a rule and on account of the emergency nature of this project, no work suspensions and/or contract delivery period extension shall be allowed.
8. The Contract Price shall be paid to **SCUDERIA ENTERPRISES** in accordance with the following disbursement procedures:
  - 8.1. An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.
  - 8.2. **SCUDERIA ENTERPRISES** may submit a request for payment based on 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 (IARs), including

certification by **SCUDERIA ENTERPRISES**, duly signed and dated by the authorized representative of the **DEPED** indicating that the items have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

8.3. Subject to the recoupment of the advance payment contemplated in Clause 10.1. above, and retention contemplated in the immediately succeeding clause, payment shall be made to **SCUDERIA ENTERPRISES** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

8.3.1. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to **SCUDERIA ENTERPRISES** upon a minimum of twenty-five percent (25%) delivery and acceptance of the items by **DEPED's** authorized representative;

8.3.2. 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.


9. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment or a Special Bank Guarantee in the amount equal to one percent (1%) of the Contract Price required under Section 62 of R.A. 9184 and its revised IRR.


9.1. The warranty period of one (1) year shall reckon from the date of issuance of Certificate of Final Acceptance by **DEPED**.

10. **SCUDERIA ENTERPRISES** shall be liable for liquidated damages for the delay in its performance 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 **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **SCUDERIA ENTERPRISES**, or collect from any of the securities or warranties posted by **SCUDERIA ENTERPRISES**, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

  
JERIC CRISTOBAL  
SCUDERIA ENTERPRISES' Witness

  
ROMEO D. GARCIA  
SCUDERIA ENTERPRISES

  
MARITRESS L. ARLAY  
Chief Administrative Officer  
ASSET MANAGEMENT DIVISION  
DEPED's Witness

  
ALAIN DEL B. PASCUA  
Department of Education

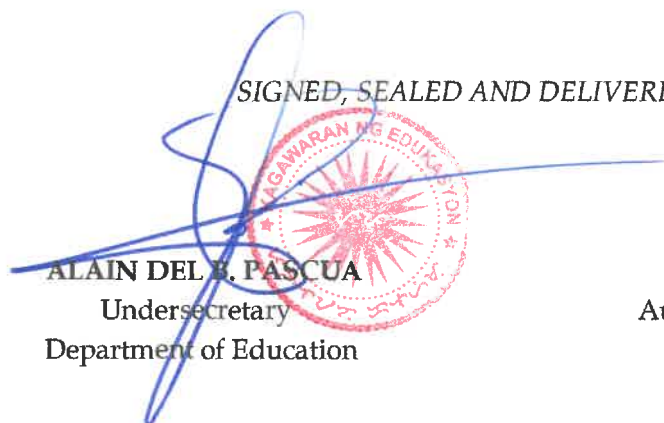


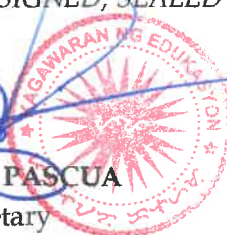



11. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the Parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the Parties may agree in writing to resort to other alternative modes of dispute resolution.

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


SIGNED, SEALED AND DELIVERED BY:

  
ALAIN DEL B. PASCUA  
Undersecretary  
Department of Education



  
ROMEO D. GARCIA  
Authorized Representative  
Scuderia Enterprises

SIGNED IN THE PRESENCE OF:

  
MARITESS L. ADLAY  
Chief Administrative Officer  
ASSET MANAGEMENT DIVISION  
DEPED's Witness

  
DERIC CRISTOBAL  
SCUDERIA ENTERPRISES' Witness

CERTIFIED FUNDS AVAILABLE: ₱2,075,700.-

  
MA. RHUNNAL CATALAN

Chief Accountant  
Chief Accountant



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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for PASIG CITY, Philippines,  
this 08 OCT 2021 day of OCT 2021 2021 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**ALAIN DEL B. PASCUA**  
Department of Education

**ROMEO D. GARCIA**  
Scuderia Enterprises

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. 0501  
Page No. 74 ;  
Book No. 1 ;  
Series of 2021.

**NOTARY PUBLIC**

**ATTY. DAN MITCHEL C. DEL ROSARIO**  
NOTARY PUBLIC FOR THE CITIES OF PASIG  
AND SAN JUAN AND IN THE MUNICIPALITY OF PATEROS  
APPOINTMENT NO. 129 (2011-2022)  
UNTIL DECEMBER 31, 2022  
ROLL NO. 62909  
IBP NO. 137216/JRSM/FCR YEAR 2021  
PTR NO. 5242651 - 1-4-2021 PASIG  
MCLE COMPLIANCE NO. VI-0015332 11/28/18  
UNIT 1903 PRESTIGE TOWER CONDOMINIUM F. ORTIGAS  
JR. AVE. ORTIGAS CENTER PASIG CITY 1605

*DEKIC CRISTOBAL*  
SCUDERIA ENTERPRISES' Witness

*Romeo D. Garcia*  
ROMEO D. GARCIA  
SCUDERIA ENTERPRISES

*ALAIN DEL B. PASCUA*  
ALAIN DEL B. PASCUA  
Department of Education  
MARI L. ADLAW  
Chief Administrative Officer  
DIVISION OFFICE  
DEPED'S WITNESS

