



PROJECT: Procurement of Reading Enrichment Packages for Reading Programs
CONTRACT NO.: 2024c-BLR2(014)-BII-DC079 -C308

Contract

This Memorandum of Agreement is made and entered into and executed this ___ day of DEC 27 2024 2024, by and between:

The **DEPARTMENT OF EDUCATION (DEPED)**, a government entity mandated by law, particularly B.P. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City 1600, Metro Manila, represented herein by its Undersecretary for Curriculum and Teaching, **DR. GINA O. GONONG** and hereinafter referred to as "**DEPED**";

- and -

The **OMF LITERATURE, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 776 Boni Avenue corner Pinatubo Street, Mandaluyong City, represented by its Sales Manager, **ARISTOTLE B. OPEÑA** (hereinafter referred to as "**OMF**"), as per Secretary's Certificate dated December 18, 2024 (hereto attached as Annex "A").

Collectively being referred to as "**Parties**" and individually as "**Party**";

WITNESSETH:

WHEREAS, the **DEPED** is a national agency vested with accountability, and responsibility in ensuring access to quality education, as well as promoting equity in and access to the same, which L' kindergarten, elementary and secondary education as well as alternative learning systems for out-of-school learners and those with special needs;

WHEREAS, among the projects to promote quality education is the provision of needed learning resources, such as story books for learners to enhance their reading skills. For this reason, DepEd, through the Bureau of Learning Resources (BLR), called for the submission of story books from private publishers for evaluation and selection;

WHEREAS, after due evaluation and selection of storybook titles, DepEd engaged publishers whose titles were selected and which have exclusive rights to sell said titles, through direct contracting, to supply and deliver quantities of selected storybooks to DepEd library hubs;

WHEREAS, the **OMF** signified its intention and capability to undertake the project and comply with all the general conditions as provided for in Annex "H" (Consolidated Guidelines for the Alternative Methods of Procurement) of the Updated 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184, also known as the Government Procurement Reform Act.

MA. DIANA P. CASO
 OMF's Witness

ARISTOTLE B. OPEÑA
 OMF's Authorized Representative

ALMA RUBY C. TORIO
 DEPED's Witness

ALMA RUBY C. TORIO
 Assistant Secretary
 Curriculum and Teaching

DR. GINA O. GONONG
 DEPED

WHEREAS, Direct Contracting is provided under Section 50 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act No. (RA) 9184, also known as the Government Procurement Reform Act, for the procurement of goods, as an alternative method of procurement;

WHEREAS, DEPED, with BLR as the end-user, procured the supply and delivery of story books from **OMF**, under Resolution to Award No. **2024c-BLR2(014)-BII-DC-079** dated 20 December 2024;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations, and agreements, the **Parties** do hereby agree and contract as follows:

1. **OMF** shall supply and deliver to DepEd, specifically to the **DEPED** designated delivery sites the story books, with **twenty-six (26)** title, total quantity of Four **Hundred Twenty-Four Thousand, Sixty (424,060)** and total amount of **PHILIPPINE PESOS SIXTY MILLION, TWENTY THOUSAND, EIGHT HUNDRED AND 00/100 (PhP60,020,800.00) ONLY**, detailed as follows;

Suppliers	Number of Title	Total Quantity	Bid Amount
OMF Literature Inc.	26	424,060	60,020,800.00

2. The Quotations/Proposals and other documents submitted by **OMF** for the project, the Request for Quotation of **DEPED**, the Notice of Award with **OMF's** conforme thereto, and other contract related documents shall be deemed to form and be read and construed as part of this Agreement;
3. The goods shall be delivered within **sixty (60) calendar days** from the time of receipt of the Notice to Proceed. Risk and title to the goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the delivery sites.
4. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation.
5. Prior to and for purposes of inspection, **OMF** shall ensure convenient access to the goods for inspection, **OMF** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.
6. The goods shall be subject to pre-delivery inspection, which details are provided in the Request for Quotation, and inspection upon delivery by the designated inspectorate teams.
7. The supply and delivery of goods shall conform to and comply with the technical specification, standards and terms mentioned in the Request for Quotation with its Annexes, and the submitted Quotations/Proposals.

My. Diana P. Castro
OMF's Witness

ARISTOTLE B. OPEÑA
OMF's Authorized Representative

DEPED's Witness

DR. GINA O. GONONG
DEPED

ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching

Dea P. Castro
Mr. Dean P. Castro

OMF's Witness

ARISTOTLE B. OPEÑA
ARISTOTLE B. OPEÑA

OMF's Authorized Representative

8. Any proposal by **OMF** to deliver goods of different technical specifications, in lieu of those of the approved bids or samples, shall not be allowed.
9. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected orally or in writing by **DEPED** and replaced by **OMF** in accordance with the warranty provisions in the bidding documents. The replacement goods for this reason shall be subject to re-inspection.
10. **OMF** shall deliver the goods to the delivery sites. Goods delivered to sites other than the designated delivery site without **DEPED's** written authorization and/or approval may be rejected by the latter.
11. In case **OMF** encounters condition(s) impeding timely delivery of the goods, **OMF** shall promptly notify **DEPED** in writing within **three (3) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **OMF** must provide sufficient proof to support any request for work suspension and/or contract period extension.
12. The Contract Price shall be paid to **OMF** in accordance with the following disbursement procedures:

- a. **OMF** may submit a request for payment based on the following:
 - i. Supplier's invoice showing goods' description, quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract, unit price, and total amount;
 - ii. Duly signed Delivery Receipt/s;
 - iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **OMF**, duly signed, dated, and approved by the authorized representative of **OMF** indicating that the goods have been delivered and/properly installed and commissioned in accordance with the Contract;
 - iv. Sales Invoice;
 - v. Certificate of Acceptance from the SDOs;
 - vi. Warranty Certificate;
 - vii. Bank Certificate with valid account number for LDDAP; and
 - viii. Request for Payment;
 - ix. Other documents requirements as may be required by DEPED and under existing accounting and auditing rules and regulations and other issuances.
- b. Payment shall be made to **OMF** within thirty (30) days after the date of acceptance of goods at the project site and upon submission of the documents specified in Terms and Conditions of Contract (TCC) Clause F and other documents as may be prescribed by DEPED in the following manner:

[Signature]
DEPED's Witness

DR. GINA O. GONONG
DEPED

[Signature]
ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching

Ma. Diana F. Castro
Ma. Diana F. Castro

OMF's Witness

B. Opeña
ARISTOTLE B. OPEÑA

OMF's Authorized Representative

[Signature]
DEPED's Witness

DR. GINA O. GONONG

DEPED

[Signature]
ALMA RUBY C. TORIO

Assistant Secretary
Curriculum and Teaching

- i. The first progress payment shall be paid upon delivery and acceptance of at least twenty-five percent (25%) of the quantity of Goods subject to the total Quantity of Goods;
- ii. The second progress payment shall be paid upon delivery and acceptance of at least another twenty-five percent (25%) of the total quantity of Goods;
- iii. The third progress payment shall be paid upon delivery and acceptance of at least another twenty-five (25%) of the total quantity of Goods; an
- iv. The fourth final payment shall be paid upon full delivery and acceptance of all the remaining quantity of Goods.

13. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) the payment, or a special bank guarantee in the amount equal to three percent (3%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR. The said amounts shall only be released after the lapse of the warranty period provided, however, that the goods delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

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

15. **OMF** warrants that it has registered with PhilGEPS in accordance with Section 54.6 of the RIRR of RA 9184. **OMF** further warrants that it has the required Mayor's/Business Permit and has submitted its Income/Business Tax Return.

16. **OMF** shall be liable for liquidated damages for the delay in delivery of goods 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 to and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to, or collect from any of the securities or warranties posted by, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches five percent (5%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

17. **OMF** and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. **OMF** shall hold Proprietary Information in strict confidence. **OMF** agrees not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.

18. 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 Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules 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:

DR. GINA O. GONONG

Undersecretary for Curriculum and Teaching
DEPED

ARISTOTLE B. OPEÑA

Sales Manager
OMF LITERATURE, INC.


ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching

SIGNED IN THE PRESENCE OF:


DEPED's Witness


OMF's Witness

CERTIFIED FUNDS AVAILABLE: ₱12,000,000.00


MA. RHUNNA L. CATALAN

Chief Accountant
Chief Accountant

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines, this
day of DEC 27 2024 2024 personally appeared:

ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

DR. GINA O. GONONG
Undersecretary for
Curriculum and Teaching
DEPED

DepEd ID No. 16-329489-3

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 seven (7) 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.

NOTARY PUBLIC

GAUDENCIO A. BARBOZA, JR.

NOTARY PUBLIC

Cities of Pasig, San Juan and
in the Municipality of Pateros, Metro Manila
Until December 31, 2024

PTR No. 0112601 / 01/02/2024 Pasig City
3P No. 326534 / 12/11/2023 For Year 2024/RS
Roll No. 41969

MCLE Comp. VII-0028557/April 19, 2023
No. 11, Unit J Freemont Arcade Bldg.
Shaw Blvd. Brgy. San Antonio, Pasig Cit
Appointment No. 61 (2023-2024)

Doc. No. 87 ;
Page No. 18 ;
Book No. 35 ;
Series of 2024.

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines, this
day of DEC 27 2024 2024 personally appeared:

DEC 27 2024

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

GM-
ARISTOTLE B. OPEÑA
Sales Manager
OMF LITERATURE, INC.

D14-95-092532, 1-10-2024, LTO

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

GAUDENCIO A. BARBOZA, JR.
NOTARY PUBLIC

Cities of Pasig, San Juan and
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