



PROJECT: Printing and Delivery of Grade 9 Learning Resource; Kindergarten Activity Sheets (KAS); Psychosocial Support Activity Pack; and Grade 10 Learning Resource
CONTRACT NO.: 2023c-BLR2(002to003&016to017)-BACIII-CB007-C049

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____ 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Department Order (DO) No. 001, s. 2023, dated 09 January 2023, and Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **STUDIO GRAPHICS CORPORATION**, represented herein by its President, **REBECCA R. VELOSO**, duly authorized by a Board Resolution, with office address at 1088 Del Monte Ave. cor. 1, Mendoza St., Brgy. Paltok, Quezon City (hereinafter referred to as "**STUDIO GRAPHICS**").

DEPED and **STUDIO GRAPHICS** are collectively called **PARTIES**.

WHEREAS, **DEPED** invited bids for the Printing and Delivery of Grade 9 Learning Resource; Kindergarten Activity Sheets (KAS); Psychosocial Support Activity Pack; and Grade 10 Learning Resource consisting of fourteen (14) lots, and received bids from the prospective bidders for Lot No. 7; **DEPED** opened, read, and evaluated the bid and declared **STUDIO GRAPHICS** as having the Lowest Calculated Bid for Lot No. 7; after evaluation, **DEPED** post-qualified and declared the bid of **STUDIO GRAPHICS** as the Lowest Calculated Responsive Bid for Lot No. 7 in the sum of **PHILIPPINE PESOS EIGHTEEN MILLION, THIRTY-TWO THOUSAND, SIX HUNDRED FIFTY-THREE AND 51/100 (PhP18,032,653.51) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
7	KAS Zone 3 - Regions 6, 7 & 8	405,684	18,032,653.51

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning 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 Contract, *viz*:
 - a. Resolution to Award No. **2023c-BLR2(002to003&016to017)-BIII-CB-007** dated 24 August 2023;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements; and

ELAINÉ P. GAPO
STUDIO GRAPHICS' Witness

REBECCA R. VELOSO
STUDIO GRAPHICS

ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

ATTY. MICHAEL WESLEY T. POA
DEPED

- iii. Technical Specifications;
- iv. Bid Bulletins Nos. 1, 2 & 3 dated 15, 20 & 29 June 2023, respectively;

- c. **STUDIO GRAPHICS'** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **STUDIO GRAPHICS'** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **STUDIO GRAPHICS** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. **STUDIO GRAPHICS** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **STUDIO GRAPHICS** is in default of any of its obligations under this Contract. **STUDIO GRAPHICS** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **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.

4. The goods referred to in this Contract shall be delivered by **STUDIO GRAPHICS** within **ninety (90) CALENDAR DAYS** from the date of the receipt of the Authority to Mass Print. **STUDIO GRAPHICS** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part thereof.

Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

5. **DEPED** shall have the right to visit and inspect **STUDIO GRAPHICS'** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **STUDIO GRAPHICS'** capacity to discharge its contractual obligations.

Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct of inspection of goods by the designated **DEPED** Inspectorate Team.

6. **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. Prior to and for purposes of inspection, **STUDIO GRAPHICS** shall ensure convenient access to the goods for inspection. **STUDIO GRAPHICS** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.


 ELAINE E. G. MADI
 STUDIO GRAPHICS' Witness


 REBECCA R. VELOSO
 STUDIO GRAPHICS


 ARIZ DELSON ACAY D. CAWILAN
 DEPED's Witness


 ATTY. MICHAEL WESLEY F. POA
 DEPED


ELAINE E. GAHOL
STUDIO GRAPHICS' Witness


REBECCA R. VELOSO
STUDIO GRAPHICS


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

7. The goods shall be inspected by the designated Inspectorate Team prior to delivery in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the Bidding Documents. **STUDIO GRAPHICS** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection of goods. Any request for inspection shall be done in writing and contain the following information:
- a. Project Title and Contract Number;
 - b. Specific goods for inspection;
 - c. Quantity of goods for inspection;
 - d. Venue/Address of inspection site; and
 - e. Proposed schedule of inspection which must be at least 10 calendar days from the submission of the written request.

The request for inspection must be submitted to **DEPED** through ProcMS-CMD or by email at procms.cmd@deped.gov.ph.

8. The goods must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **STUDIO GRAPHICS**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
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 **STUDIO GRAPHICS** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
10. In case **STUDIO GRAPHICS** encounters condition(s) impeding timely delivery of the goods, **STUDIO GRAPHICS** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension by **STUDIO GRAPHICS** shall be promptly done in writing as soon as circumstances for such request have become apparent. **STUDIO GRAPHICS** must provide sufficient proof to support any request for work suspension and/or contract period extension.

DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and acceptance at the final destination through its authorized receiving personnel.

11. The Contract Price shall be paid to **STUDIO GRAPHICS** in accordance with the following disbursement procedures:
- a. **STUDIO GRAPHICS** may submit a request for payment based on the following:
 - i. Supplier's invoice showing goods' description, quantity, unit price, and total amount;


ELAINE E. GAHOL
STUDIO GRAPHICS' Witness


REBECCA R. VELOSO
STUDIO GRAPHICS


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- ii. Duly signed Delivery Receipt/s;
- iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **STUDIO GRAPHICS**, duly signed and dated by the authorized representative of **DEPED** indicating that the goods have been delivered in accordance with the Contract; and
- iv. Warranty Certificate.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- b. Payment shall be made to **STUDIO GRAPHICS** 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:
 - i. For the progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to **STUDIO GRAPHICS** upon delivery of at least 25% of the goods and acceptance of the same by **DEPED**'s authorized representative; and
 - ii. One hundred percent (100%) of the Contract Price shall be paid to **STUDIO GRAPHICS** upon completion of printing, packaging, labeling, inspection, delivery of test booklets, test administration, and acceptance of the goods by the duly authorized representative of **DEPED**.

- 12. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to five percent (5%) of the payment or a Special Bank Guarantee in an amount equal to five percent (5%) of the Contract Price required under Section 62 of RA 9184 and its revised IRR.
 - a. A three-month comprehensive and onsite warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.
 - b. **STUDIO GRAPHICS** shall replace or repair all rejected goods within two (2) calendar days from receipt of the Notice of Rejection. Replacement or repair of the goods shall only be applicable if printing defects and/or non-compliance with the technical specifications are discovered prior to test administration.

In case **STUDIO GRAPHICS** opts for retention money, the amount shall be released at the expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision unless, during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

- 13. Ownership, title, rights, and interest with respect to the contents of the test booklets, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **STUDIO GRAPHICS** hereby irrevocably waives any claim thereto. **STUDIO GRAPHICS** shall not, in any manner or for any purpose, use the contents of the test booklets beyond what is expressly allowed for the purpose of

accomplishing the terms under this Contract unless express permission of **DEPED** in writing is obtained.

14. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act (RA) No. 10173, otherwise known as the, "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and inspected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.
15. **STUDIO GRAPHICS** shall be liable for liquidated damages 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 **STUDIO GRAPHICS**, or collect from any of the securities or warranties posted by **STUDIO GRAPHICS**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 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.
16. 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 Republic Act 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:

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
Head of Procuring Entity
DEPED

REBECCA R. VELOSO
President
STUDIO GRAPHICS

ARIZ DELSON ACAY D. CAWILAN

DEPED's Witness

SIGNED IN THE PRESENCE OF:

ELAINE E. GATHOL
STUDIO GRAPHICS' Witness

CERTIFIED FUNDS AVAILABLE: ₱18,032,653.51

MA. RHUNNAL. CATALAN
Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MANILA,
Philippines, this 15 day of DEC 2023, 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
Head of Procuring Entity
DEPED

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 five (5) pages (exclusive of attachments), excluding 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

Doc. No. 405;
Page No. 81;
Book No. II;
Series of 2023.

ATTY. ROLAND E. LAS PIÑAS
Notary Public for City of Manila
Notarial Commission No. 2023/016
Until Dec. 31-2024
240 C.A.H. Lacson St., Samp. Mla.
Roll of Attorney No. 84035
PTR NO. 0822024/JAN. 3, 2023/MLA.
IBP Membership No. 243549 /06 /20/2022
MCLE Exempted G.B.O. 1, s.2008

[Handwritten signature]


[Handwritten initials]

REPUBLIC OF THE PHILIPPINES)

MANILA, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MANILA,
Philippines, this 15 day of DEC 2023, 2023 personally appeared:

NAME

REBECCA R. VELOSO
President
STUDIO GRAPHICS

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

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.

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NOTARY PUBLIC
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