



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
<https://www.deped.gov.ph/>



PROJECT: Procurement of Development, Printing, and Delivery of Textbooks and Teacher's Manuals and Provision of Electronic Textbooks and Teacher's Manual's for Grades 4, 7 and Senior High School (SHS) (Rebid of 42 Lots)
CONTRACT NO.: 2024-BLR2(003)-BIII-CB011c-C256

CONTRACT

18 JUL 2024

THIS CONTRACT is made and entered into this ____ day of _____ 2024 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 **ASIAPRIME COMMODITIES CORPORATION IN JOINT VENTURE WITH STUDIO GRAPHICS CORPORATION**, represented herein by its Authorized Representative, **DARYBELL B. DIZON**, with office address at 1088 Del Monte Ave. cor. 1 Mendoza St., Brgy. Paltok, Quezon City (hereinafter referred to as "**ASIAPRIME JV STUDIO GRAPHICS**"), as per Omnibus Sworn Statement dated June 19, 2024 (hereto attached as Annex "A").

DEPED and ASIAPRIME JV STUDIO GRAPHICS are collectively called PARTIES.

WHEREAS, DEPED invited bids for the Procurement of Development, Printing, and Delivery of Textbooks and Teacher's Manuals and Provision of Electronic Textbooks and Teacher's Manual's for Grades 4, 7 and Senior High School (SHS) (Rebid of 42 Lots) consisting of forty-two (42) lots, and received bids from the prospective bidders for **Lot No. 140**; **DEPED** opened, read, and evaluated the bid and declared **ASIAPRIME JV STUDIO GRAPHICS** as having the 3rd Lowest Calculated Bid for Lot No. 140; after evaluation, **DEPED** post-qualified and declared the bid of **ASIAPRIME JV STUDIO GRAPHICS** as the Lowest Calculated Responsive Bid for Lot No. 140 in the sum of **PHILIPPINE PESOS FORTY-FOUR MILLION, SEVEN HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED THIRTY and 44/100 (Php44,734,330.44) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity (Copies)	Amount (In Php)
140	REGION 9, 10, 11, 12 & Caraga		44,734,330.44
	SHS Understanding Culture, Society & Politics TXs	397,380	
	SHS Understanding Culture, Society & Politics TMs	3,156	

WITNESS
 Mrs. Claudia Cabanog

ASIAPRIME JV STUDIO GRAPHICS
 Darybell B. Dizon

DEPED's Witness
 DIR. ARZ D. CAWILAN

DEPED
 ATTY. MICHAEL WESLEY T. POA

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. 2024-BLR2(003)-BIII-CB-011c dated July 15, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract, with the Annexes;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications; and
 - iv. Bid Bulletin No. 1 dated June 14, 2024.
 - c. **ASIAPRIME JV 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 **ASIAPRIME JV STUDIO GRAPHICS'** conforme thereto; and
 - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **ASIAPRIME JV 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. **ASIAPRIME JV 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 **ASIAPRIME JV STUDIO GRAPHICS** is in default of any of its obligations under this Contract. **ASIAPRIME JV 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 **ASIAPRIME JV STUDIO GRAPHICS** within **One Hundred Forty (140) calendar days** from the receipt of the Notice to Proceed (NTP) to the designated District Offices and Secondary Schools as stipulated in the Allocation list. **ASIAPRIME JV 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. The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.


Witness


ASIAPRIME JV STUDIO GRAPHICS


DIR. ARIZO. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 16 of this Contract.

5. **DEPED** shall have the right to visit and inspect **ASIAPRIME JV STUDIO GRAPHICS**' premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **ASIAPRIME JV STUDIO GRAPHICS**' capacity to discharge its contractual obligations.
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, **ASIAPRIME JV STUDIO GRAPHICS** shall ensure convenient access to the goods for inspection. **ASIAPRIME JV 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.
7. The goods shall be inspected by the designated Inspectorate Team prior to delivery or Pre-delivery Inspection (PDI) 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. The PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection.

Inspection by sampling shall be conducted by the designated Inspectorate Team during the scheduled PDI.

ASIAPRIME JV STUDIO GRAPHICS shall coordinate with **DEPED**, through the Procurement Management Service- Contract Management Division (ProcMS-CMD), on the conduct of PDI. Any request for PDI shall be done in writing and contain the following information:

- Project Title and Contract Number;
- Specific goods for inspection;
- Quantity of goods for inspection;
- Venue/Address of inspection site; and
- 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@depd.gov.ph.

Pre-Implementation Conference shall be conducted prior to the inspection of goods by DepEd-Bureau of Learning Resources, as may be applicable.

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 **ASIAPRIME JV STUDIO GRAPHICS** and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.


I. Cabanis
Witness


Daybell B. Non
ASIAPRIME JV STUDIO GRAPHICS


DIR. ARIZ D. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

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 **ASIAPRIME JV 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 **ASIAPRIME JV STUDIO GRAPHICS** encounters condition(s) impeding timely delivery of the goods, **ASIAPRIME JV 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 **ASIAPRIME JV STUDIO GRAPHICS** shall be promptly done in writing as soon as circumstances for such request have become apparent. **ASIAPRIME JV STUDIO GRAPHICS** must provide sufficient proof to support any request for work suspension and/or contract period extension.

11. The Contract Price shall be paid to **ASIAPRIME JV STUDIO GRAPHICS** in accordance with the following disbursement procedures:

- a. **ASIAPRIME JV STUDIO GRAPHICS** may submit a request for payment based on the following:
 - i. Supplier's invoice showing goods' description, actual 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 **ASIAPRIME JV 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.
 - v. Sales invoice;
 - vi. Bank Certificate with a valid account number for LDDAP; and
 - vii. Request for payment.

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 **ASIAPRIME JV 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. The first progress payment shall be paid upon delivery and acceptance of at least twenty percent (20%) of the quantity of Goods subject to the total contracted quantity of goods;
- ii. The second progress payment shall be paid upon delivery and acceptance of at least another thirty percent (30%) of the total contracted quantity of goods;


Witness


ASIAPRIME JV STUDIO GRAPHICS


DIR. ABIZ D. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED


Ma. Gerda Cabanuz
Witness

- iii. The third progress payment shall be paid upon delivery and acceptance of at least another twenty-five percent (25%) of the total contracted quantity of goods; and
- iv. The fourth final payment shall be paid upon full delivery and acceptance of all the remaining quantity of goods.

ASIAPRIME JV STUDIO GRAPHICS must submit the above-mentioned documents to End-user Unit (Bureau of Learning Resources- Learning Resources Production Division).


Crispell B. Diaz
ASIAPRIME JV STUDIO GRAPHICS

12. **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 final acceptance at the final destination, through its Authorized Receiving Personnel. In the event there is a need to reprint additional copies of TXs and TMs within the five-year period, **ASIAPRIME JV STUDIO GRAPHICS** shall make the same available to **DEPED** through Repeat Order, Direct Contracting, and/or other means as may be applicable in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

Provision of the Electronic TXs and TMs shall commence on the issuance of ready-to-print TXs and TMs. Electronic TXs and TMs submitted should be the copy of the finalized TXs and TMs that are for printing and delivery subject for inspection before uploading to the authorized **DEPED** LMS/ storage.

ASIAPRIME JV STUDIO GRAPHICS shall bear cost of transportation, insurance and other services required to convey the Goods to the delivery sites. The quantities are listed in the delivery schedule and the allocation list. (Attached Annex "B").


DIR. ARIE D. CAWILAN
DEPED's Witness

13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of the payment or a Special Bank Guarantee in an amount equal to one percent (1%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.

a. A three-month warranty for the delivered goods shall be applied. The said warranty period shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED** that the goods have been duly inspected and accepted.

b. **ASIAPRIME JV STUDIO GRAPHICS** shall replace all rejected goods within Fifteen (15) calendar days from receipt of the Notice of Rejection, in accordance with SCC Clause No. 1.


ATTY. MICHAEL WESLEY T. POA
DEPED

In case **ASIAPRIME JV 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.

The following shall be required for the release of the retention money:

- 1. Request for Payment for the release of the retention money;


Witness

2. Certificate of No Claims against the Warranty;
3. Billing statement;
4. Certificate of Final Acceptance;
5. Bank Certificate with a valid account number for LDDAP;
and
6. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.


ASIAPRIME JV STUDIO GRAPHICS

14. Ownership, title, rights, and interest with respect to the contents of the textbooks and teacher's manuals, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED. ASIAPRIME JV STUDIO GRAPHICS** hereby irrevocably waives any claim thereto. **ASIAPRIME JV STUDIO GRAPHICS** shall not, in any manner or for any purpose, use the contents of the textbooks and teacher's manuals beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract unless express permission of **DEPED** in writing is obtained.

15. 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 respected 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.


DIR. ARJIE D. CAWILAN
DEPED's Witness


16. **ASIAPRIME JV 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 **ASIAPRIME JV STUDIO GRAPHICS** or collect from any of the securities or warranties posted by **ASIAPRIME JV 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.

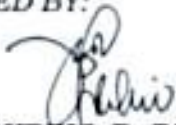

ATTY. MICHAEL WESLEY T. POA
DEPED

17. 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



DARYBELL B. DIZON
Authorized Representative
ASIAPRIME COMMODITIES
CORPORATION IN JOINT VENTURE
WITH STUDIO GRAPHICS
CORPORATION

SIGNED IN THE PRESENCE OF:


DIR. ARIZ D. CAWILAN
DEPED's Witness


Ma. Glenda Cabanus
ASIAPRIME COMMODITIES
CORPORATION IN JOINT VENTURE
WITH STUDIO GRAPHICS
CORPORATION's Witness

CERTIFIED FUNDS AVAILABLE: ₱4,724,390.44


MA. RHUNNA L. CATALAN
Chief Accountant
Ma. Rhunna L. Catalan

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ___ day of 18 JUL 2024 2024 personally appeared:

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

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

60-827 | 25 - 2
DEPED 10

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 nine (9) pages (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.

ATTY. NEIL T. ALMAGIT ALBOPERA
NOTARY PUBLIC
Until December 31, 2025

Pasig City and in the Province of Rizal, Metro Manila.
PTR No. 1377680 / Pasig City/01-02-2024
IBP No. 325-87; 12/06 /2023 (AD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242-007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977-634-4229

Doc. No. 496
Page No. 101
Book No. X011
Series of 2024.

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines, this ___ day of 18 JUL 2024, 2024 personally appeared:

NAME
DARYBELL B. DIZON
Authorized Representative
ASIAPRIME COMMODITIES
CORPORATION IN JOINT VENTURE
WITH STUDIO GRAPHICS
CORPORATION

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

TIN - 745-361-184-000
06/20/2019

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 nine (9) pages (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.

ATTY. NEIL T. LANGIT ALBOPERA
NOTARY PUBLIC
Unit C
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 135780/Pasig City/01-02-2024
IBP No. 32548; 12/06/2023 (2023 for 2024)
Admitted to the Philippine Bar on 04/12/2022
Hall of Attorneys No. 7622d
TIN No. 242-007-260-000
O/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
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