



DEPARTMENT OF EDUCATION

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



PROJECT:

Procurement of Program on Rewards and Incentives for

Service Excellence (PRAISE)

CONTRACT NO.: 2022-BHROD2(002to003&005to007)-BIV-CB021-C022

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, Philippines, represented herein by its Undersecretary for Human Resource and Organizational Development, GLORIA JUMAMIL-MERCADO, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-060 (hereinafter referred to as "DEPED"); and LARICEL'S JEWELRY, represented herein by its Manager, LARICEL BONIFACIO-BAUTISTA, with office address at 279 Contreras St., Calvario, Meycauayan City, Bulacan, Philippines (hereinafter referred to as "LARICEL'S JEWELRY"), as per Special Power of Attorney dated 29 December 2022 (hereto attached as Annex "A").

DEPED and LARICEL'S JEWELRY are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the procurement of Program on Rewards and Incentives for Service Excellence (PRAISE) consisting of five (5) lots, and received a bid from a lone bidder (LARICEL'S JEWELRY) for Lot No. 4; DEPED opened, read, and evaluated the bid of LARICEL'S and declared LARICEL'S JEWELRY as having the Single Calculated Bid for Lot No. 4; after evaluation, DEPED post-qualified and declared the bid of LARICEL'S JEWELRY as the Single Calculated Responsive Bid for Lot No. 4 in the sum of PHILIPPINE FIVE HUNDRED TWENTY-FIVE THOUSAND, (PhP25,500.00) ONLY, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Amount (PhP)
4	Procurement of Personalized Pins for the Conduct of 2022 Loyalty Awards Conferment	PhP25,500.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this Contract, words and expressions shall have the same meaning as 1. 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:
 - Philippine Bidding Documents (PBD);
 - Invitation to Bid: i.
 - ii. Instruction to Bidders;
 - Bid Data Sheet; iii.
 - General and Special Conditions of the Contract; iv.
 - Schedule of Requirements; v.
 - vi. Technical Specifications; and

- vii. Bid Bulletin Nos. 1 and 2 dated December 13 and 19, 2022, respectively.
- LARICEL'S JEWELRY's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Performance Security;

- Notice of Award of Contract and LARICEL'S JEWELRY's conforme thereto; and
- e. Other contract documents required by existing laws and/or DepEd in the PBD. **LARICEL'S JEWELRY** 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.
- LARICEL'S JEWELRY 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 LARICEL'S JEWELRY is in default of any of its obligations under this contract. LARICEL'S JEWELRY 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.
- 4. The goods referred to in this Contract shall be delivered by LARICEL'S JEWELRY to the DepEd Central Office (Employee Welfare Division, 4th Floor, Mabini Building, DepEd Central Office, Meralco Avenue, Pasig City) within 30 CALENDAR DAYS from LARICEL'S JEWELRY's receipt of the Notice to Proceed (in coordination with DepEd BHROD-EWD), and to commence seven (7) calendar days from the issuance of Notice of Mass Production or approval of prototype. LARICEL'S JEWELRY 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 hereof.
- DEPED shall have the right to visit and inspect LARICEL'S JEWELRY's
 premises covered by the Contract, at any time or stage of contract
 implementation, to monitor and assess LARICEL'S JEWELRY's capacity
 to discharge its contractual obligations.
- 6. Prior to and for purposes of inspection, LARICEL'S JEWELRY shall ensure convenient access to the goods for inspection. LARICEL'S JEWELRY shall assign personnel to undertake the handling, unpacking, assembly, commissioning, dissassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.
- 7. The goods shall be inspected by the designated Inspectorate Team. Pursuant to DO 041, s. 2021, **LARICEL'S JEWELRY** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or predelivery inspection (PDI). Any request for inspection or PDI shall be done

in writing, addressed to Atty. Omar Alexander V. Romero, Assistant Secretary for Procurement, 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 ten (10) calendar days from the submission of the written request.

The request for inspection or PDI must be submitted to **DEPED** through email at oasp@deped.gov.ph and 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 based on the samples submitted by LARICEL'S JEWELRY, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by LARICEL'S JEWELRY to deliver goods of different technical specifications, in lieu of those of the approved bids or samples, shall not be allowed. However, under justifiable circumstances, i.e. fortuitous events, force majeure, acts of God, public state emergency, or those defined under the Civil Code and other similar circumstances, delivery of goods of equivalent, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the DEPED's end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by LARICEL'S JEWELRY for substitution shall be in writing and shall not result in any additional cost or undue burden to 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 **LARICEL'S JEWELRY** in accordance with the warranty provisions in the bidding documents. The replacement goods for this reason shall be subject to re-inspection.
- 10. In case LARICEL'S JEWELRY encounters condition(s) impeding timely delivery of the goods, LARICEL'S JEWELRY 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 shall be promptly done in writing as soon as circumtances for such request have become apparent. LARICEL'S JEWELRY must provide sufficient proof to support any request for work suspension and/or contract period extension.
- 11. The Contract Price shall be paid to **LARICEL'S JEWELRY** in accordance with the following disbursement procedures:
 - a. LARICEL'S JEWELRY may submit a request for payment based on the following:
 - quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the Contract;
 - ii. duly signed Delivery Receipt; and

iii. Inspection and Acceptance Report (IAR), including certification by **LARICEL'S JEWELRY**, duly signed and dated by the authorized representative of the **DEPED** indicating that the goods have been delivered in accordance with the Contract.

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 LARICEL'S JEWELRY 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:
 - One hundred percent (100%) of the Contract Price shall be paid to LARICEL'S JEWELRY upon delivery and acceptance of the goods at the delivery site by the duly authorized DEPED representative;
 - ii. Payment shall constitute release of retention money at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.
- 12. Payments 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 of R.A. 9184 and its revised IRR.
 - a. A comprehensive and onsite warranty for three (3) months for the delivered and accepted goods shall reckon from the date of issuance of Certificate of Final Acceptance by **DEPED**.

LARICEL'S JEWELRY 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 LARICEL'S JEWELRY, or collect from any of the securities or warranties posted by LARICEL'S JEWELRY, whichever is convenient to DEPED. Once the acccumulated 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.

14. 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:

GLORIA JUMAMIL-MERCADO

Undersecretary for Human Resource and Organizational Development DEPED LARICEL BONIFACIO-BAUTISTA

Manager LARICEL'S JEWELRY

SIGNED IN THE PRESENCE OF:

Chie Maninistrative Chief

Employee Welfare Division

FUZA R. SAGUNAIN

CERTIFIED FUNDS AVAILABLE: 1201 100.

MA. RHUNNA L. CATALAN

Chief Accountant
Chief Accountant

REPUBLIC OF THE PHILIPPINES) ______, METRO MANILA) S.S CITY OF MALOLOS BULACAN

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Philippines, this _____ day of JUL 2 0 2023 personally appeared:

NAME

LARICEL BONIFACIO-BAUTISTA Manager LARICEL'S JEWELRY GOVERNMENT ISSUED ID (Number, Issued On, Issued By) 190485616, 12 FEB 2012, DFA MANICA

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.

Doc. No. 147; Page No. 31; Book No. 111; Series of 2023. Notary Public
Until December 31, 2023
PTR No. 4087919/Malolos City, Bulacan/01-03-2023
IBP OR No. 265228/01-03-2023/Bulacan Chapter
PNC-65-MB-2021/01-03-2022/City of Malolos, Bulacan
MCLE COMPLIANCE NO. VII-0005137/Until 04-14-2025
Tanjeco St., San Vicente, City of Malolos, Bulacan
Roll No. 40038

REPUBLIC OF T	HE PHILIPPINES)
Name of the same	, METRO MANILA) S.S
	CITY OF MALOLOS BULACAN

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for CITY OF WALOLUS BULACAN 2023 personally appeared: Philippines, this ____ day of _

NAME

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

GLORIA JUMAMIL-MERCADO Undersecretary for Human Resource and Organizational Development DEPED

P6519758A, 22 March 2018 DFA Manila

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.

MA. THERES

Notary Public

Until December 31, 2023 PTR No. 4087519/Malolos City, Bulacan/01-03-2023 IBP OR No. 265228/01-03-2023/Bulacan Chapter PNC-65-MB-2021/01-03-2022/City of Malolos, Bulacan MCLE COMPLIANCE NO. VII-0005137/Until 04-14-2025 Tanjeco St., San Vicente, City of Malolos, Bulacan

Roll No. 40038

Doc. No. 144; Page No. 31; Book No. Series of 2023.

SPECIAL POWER OF ATTORNEY

I, <u>Ma. Cecilia B. Bonifacio, Proprietor</u> of <u>Laricel's Jewelry</u>, a company established and duly registered under the laws of the <u>Philippines</u>, with its registered office at <u>279 Contreras St.</u>, <u>Calvario, Meycauayan City, Bulacan</u>, do hereby make, constitute and appoint Laricel B. Bautista and <u>Larizze B. Valdez, Managers</u>, to be the true and lawful attorney, for it and its name, place and stead, to submit a bid, make, sign, execute, deliver and receive contracts, agreements, and any and all documents and other writings of whatever nature or kind, and execute and perform any and all acts necessary, and/or represent <u>Laricel's Jewelry</u> in the Public Bidding of Department of Education (DepEd) for the PROJECT No.:2022-BHROD2(002to003&005to007)-BIV-CB-021 Procurement of Program on Rewards and Incentives for Service Excellence (PRAISE) – Lot 1 and Lot 4 as fully and effectively as the company might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

Affiant

SUBSCRIBED AND SWORN to before me this DEC tray of anuary 2023 at CITY OF MALPHOPPINGS AN Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me her TIN ID, with her photograph and signature appearing thereon, with no. 188 915 551 000 and her PWD ID, with her photograph and signature appearing thereon, with no. 03-1411-001-1318 and her Community Tax Certificate No.08679475 issued on January 03, 2023 at Meycauayan. Bulacan.

Witness my hand and seal this DEC 2 9 2022

Witness my hand and seal this DEC day of January 2023.

Page No. Williams of John Costas of

MA. THERESA S. CRUZ-DAGUNA

Unjil December 31, 2023

TR No. 5519625/Malolos City, Bulacan/01-03-2022 ISP OR No. 174556/01-04-2022/Bulacan Chapter PNC-05-WB-2021/01 03-2022/City of Malolos, Bulacan MCLE COMPLIANCE NO. VII-0295137/Unit 64-14-2025 Ionjeco St., San Vicente, City of Malolos, Bulacan Roll No. 46038

Dr

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Procurement of Program on Rewards and Incentives for Service Excellence (PRAISE)

Schedule of Requirements

A. List/Description of Goods /Services

The delivery schedule expressed below stipulates the date of delivery to the project site.

Lot No.	Items	QTY	UOM	Contract Duration	
	14K Gold Retirement Rings	35	pcs		
1	10K Gold Retirement Rings	25	pcs		
2	Men's Silver and Gold or Two- Tone Personalized Wristwatches	9	pcs	Within 30 calendar days upon receipt of	
	Ladies Silver and Gold or Two- Tone Personalized Wristwatches	7	pcs	Notice to Proceed	
	Men's Silver or Gold Personalized Wristwatches	5	pcs	(NTP) and commence seven	
	Ladies Silver or Gold Personalized Wristwatches	10	pcs	calendar days from the issuance of Notice	
3	Personalized Chrome Ball Pens	29	pcs	of Mass Production or approval of prototype.	
4	Service Award Pins with DepEd Logo	85	pcs	approvar or prototype.	
5	Service Award Plaques	35	pcs		

B. Delivery Schedule

Complete delivery shall be made within thirty (30) calendar days upon receipt of Notice to Proceed (NTP) or as may be indicated in the NTP in coordination with DepEd BHROD-EWD.

C. Delivery Site

Goods shall be delivered and inspected at Employee Welfare Division, 4fir., Mabini Building, DepEd Central Office, Meralco Avenue, Pasig City.

LOYALTY AWARD RECIPIENTS OF DEPED PINS FOR CY 2022

OFFICE	NAME	FIRST DAY (WITHOUT GAP IN SERVICE)	LOYALTY YEAR
NEAP-PDD	RIZZA A. PEREYRA	16/01/2012	10
PD-BHROD	ALBERT JEROME C. ANDRES	01/02/2012	10
BLD-TLD	WARREN QUISADA	08/02/2012	10
LCC	ENRICO R. MENDOZA	20/02/2012	10
BLD	ANNA LOURDES A. FALCON	27/02/2012	10
BLD-TLD	JOSELITA B. GULAPA	01/03/2012	10
BLD	ANNALYN A. AQUINO	05/03/2012	10
OSEC	FRELEX S. CALGAO	31/03/2012	10
BCD	SAMUEL R. SOLIVEN	02/04/2012	10
BCD	MYLENE G. PANAON	23/04/2012	10
BCD	LEXLIE C. PAGATPATAN	18/04/2012	10
BCD	ROWEL S. PADERNAL	08/06/2012	10
EFD-AS	MARJORIE H. TIBURCIO	01/08/2012	10
ICICS	MARIA CLARISSE T. LIGUNAS	01/08/2012	10
EWD-BHROD	KATHERINE LIWAYWAY D. MARTIJA	10/08/2012	10
CD-PAS	BLANQUITA DOLORES D. BAUTISTA	31/08/2012	10
NEAP	MARY ANNE T. DELAVIN	03/09/2012	10
PLANNING SERVICE-EMIS	ARIEL D. TANDINGAN	03/09/2012	10
EWD-BHROD	EARL RYAN A. LOSITO	03/09/2012	10
ODIR-ADM. SERVICE	ROBERT M. AGUSTIN	17/09/2012	10
		03/12/2012	THE RESERVE WAS ARREST TO THE PARTY OF THE P
ODIR-BCD	JOCELYN DR. ANDAYA	28/06/2007	10
BCD	MARICEL S. CARIÑO		15
EPS SUB	JANET F. LABRE	01/06/2002	20
BLD	RODERICK P. CORPUZ	01/07/2002	20
OSEC	EXEQUIEL GOLI C. DELA CRUZ	16/10/2002	20
HRDD-BHROD	FATIMA LUZVIMINDA ANGELES	28/11/2002	20
BEA	SHERYLL ANN R. LEGARTE	02/12/2002	20
EAMD-FS	ROMA G. MARIENDA	02/12/2002	20
EPS	ROLLY V. SORIANO	19/12/2002	20
LIBRARY	VERONICA S. PAGALILAWAN	01/01/1997	25
OSEC	LEON E. GONZALES	03/03/1997	25
BCD	JOSEPHINE FLORA B. HOMERES	03/03/1997	25
NEAP	NARCISA MAGNO	19/03/1997	25
EMISD-PS	JOSEPHINE C. MARTINEZ	19/03/1997	25
BLD	GLENDA M. GRANADOZIN	20/03/1997	25
RD-AS	RANDY A. LACTAOEN	16/04/1997	25
SHD-BLSS	MAGDALENE PORTIA T. CARIAGA	13/05/1997	25
BLD	VIC EMERSON C. DANAO	01/07/1997	25
BLR	IUDY R. MENDOZA	07/08/1997	25
NEAP	LEAH PATRICIA M. GALGO	07/08/1997	25
EWD-BHROD	MARILOU M. ZAMORA	01/09/1997	25
PD-BHROD	JONATHAN F. BATENGA	11/09/1997	25
ACCTG DIVISION-FS	CHRISTIAN D.V. FORTALEZA	03/11/1997	
RD-AS	ALMA D. APANAY	18/09/1997	25
BHROD-PD	MELANDA C. CASIMIRO	01/04/1989	30
PMD-PMS	FELIPE B. PEREZ	16/01/1992	30
EAMD-FS	EVANGELINE S. PUNO	17/01/1992	30
AMD-AS	ALBERT C. ALANO	19/03/1992	30
PMD-PMS	ERWIN R. YUMPING	19/03/1992	30
BHROD-EWD	ROMMEL H. ESPINAS	25/03/1992	30
BLR-LRPD	JOSELITO B. ASI	24/03/1992	30
ACCTG DIVISION-FS	LORETO P. VIRGO	02/10/1992	30
BLR-CEBU	RAUL C. LA ROSA	26/10/1992	30
BEA-EAD	JANUARIO E. CORTES	13/11/1992	30
OSEC	CONCHITA BERMILLO	02/01/1987	35

OSEC	RODRIGO A. MAUR	16/02/1987	35
BCD	MARITEL T. BACSA	22/06/1987	35
BLD	LEILA P. AREOLA	17/08/1987	35
CD-PAS	MARICAR C. DELOS REYES	06/09/1987	35
RECORDS DIV-AS	NANETTE R. MAMORANSING	01/09/1994	35
HRDD	CYNTHIA SABANDO	02/01/1982	40
BEA	NELIA V. BENITO	02/02/1982	40
ACCTG DIVISION-FS	MA. CRISANTA Q. REYES	02/02/1982	40
BLR	ERIC U. LABRE	03/02/1982	40
EAMD-FS	MA. LOURDES M. RAMOS	01/03/1982	40
BCD	EVANGELINE C. CALINISAN	09/03/1982	40
CD-PAS	MARIDEL T. IGNACIO	01/04/1982	40
EMISD-PS	EDELYN P. BARRACA	01/04/1982	40
GSD-AS	VICTORIANO H. BASA	20/05/1982	40
GSD-AS	GLORIA MENDOZA	26/05/1982	40
OD-FS	ARMANDO C. RUIZ	01/06/1982	40
ICTCS	MANUEL A. ORDINARIO	07/06/1982	40
BLD-SID	ZENAIDA G. CONCON	07/06/1982	40
ACCTG DIVISION-FS	OSCAR G. LONTOK	09/06/1982	40
PPD-PS	ZAIDA FE B. BRIONES	01/07/1982	40
CASH-AS	FELICIDAD B. ILIGAN	05/07/1982	40
EMISD-PS	DEOGRACIAS B. GENITO, JR	09/07/1982	40
GSD	ELEANOR M. MENDOZA	16/07/1981	40
BLSS	JASON R. RAZAL	01/10/1982	40
EAMD-FS	LOUISA'S, ROBERTO	16/10/1982	40
BLD	ELIZABETH G. OWIT	02/11/1982	40
ACCTG DIVISION-FS	MARIA P. BONCAN	08/11/1982	40
ICTCS	SYLVIA L. BORJA	17/01/1977	45
ACCTG DIVISION-FS	DERLINDA T. GUEVARRA	16/05/1977	45
ACCTG DIVISION-FS	MARIBETH W. GONZALES	06/10/1977	45

Prepared by:

MA. LUISA R. RAVINA Administrative Officer II

EARL RYANA LOSITO

Supervising Administrative Officer, OIC - FIVD

Verified by:

EUGENIA M. TULIAO Administrative Officer IV

Procurement of Program on Rewards and Incentives for Service Excellence (PRAISE)

Lot No. 4: Procurement of Personalized Pins for the Conduct of 2022 Loyalty Awards Conferment

Technical Specifications

Lot No.	Description	Specifications		
4	Service Award Pins	 85 pieces Gold Plated Brass Laminated Finish Engraved with DepEd Logo Size: 1inch x 0.50 inch Packed in individual box 		