



PROJECT: **Printing and Delivery of Grade 9 Learning Resource; Kindergarten Activity Sheets (KAS); Psychosocial Support Activity Pack; and Grade 10 Learning Resource (Rebid of Lot No. 8)**

CONTRACT NO.: **2023c-BLR2(002to003&016to017)-BIII-CB007a-C111**

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 **FEP PRINTING CORPORATION**, represented herein by its Senior Plant Manager, **ROGEL C. RAMOS**, duly authorized by a Board Resolution, with office address at Print Town Bldg., Lot 2532, C-1-28 Brgy., Mamplasan, Binan, Laguna (hereinafter referred to as "**FEP**"), as per Omnibus Sworn Statement dated November 13, 2023 (hereto attached as Annex "A").

DEPED and **FEP** 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 one (1) lot, and received bids from the prospective bidders for Lot No. 8; **DEPED** opened, read, and evaluated the bid and declared **FEP** as having the Next Lowest Calculated Bid for Lot No. 8; after evaluation, **DEPED** post-qualified and declared the bid of **FEP** as the Lowest Calculated Responsive Bid for Lot No. 8 in the sum of **PHILIPPINE PESOS TWENTY-FIVE MILLION, THREE HUNDRED EIGHTY-FOUR THOUSAND, SIX HUNDRED TWENTY-FOUR AND 68/100 (PhP25,384,624.68) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
8	KAS Zone 4 – Regions 9, 10, 11, 12 & CARAGA	482,414	25,384,624.68

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-007a** dated December 12, 2023;
 - b. Philippine Bidding Documents;

FEP PRINTING CORPORATION's Witness

[Signature]
 LUIS J. JUNILLA
 FEP PRINTING CORPORATION's Witness

FEP

[Signature]
 ROGEL C. RAMOS
 FEP

DEPED's Witness

[Signature]
 ARIZ DELA CRUZ AND D. CANTILAN
 DEPED's Witness

DEPED

[Signature]
 ATTY. MICHAEL WESLEY T. POA
 DEPED

- i. General and Special Conditions of the Contract;
- ii. Schedule of Requirements;
- iii. Technical Specifications; and
- iv. Bid Bulletin No. 1 dated 7 November 2023;

- c. **FEP's** 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 **FEP's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepED in the Bidding Documents. **FEP** 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. **FEP** 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 **FEP** is in default of any of its obligations under this Contract. **FEP** 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 **FEP** at the **District Offices within ninety (90) calendar days from the date of the receipt of the Authority to Mass Print**. **FEP** 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.

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 **FEP's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **FEP's** 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, as may be necessary applicable.

- 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, **FEP** shall ensure convenient access to the goods for inspection. **FEP** shall assign personnel to undertake the handling, unpacking, assembly, commissioning,


ROGEL C. RAMOS
 FEP
 FEP PRINTING CORPORATION's Witness


ROGEL C. RAMOS
 FEP


ARIZ TESORA
 DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
 DEPED

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 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. **FEP** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection 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@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 **FEP**, 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 **FEP** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
10. In case **FEP** encounters condition(s) impeding timely delivery of the goods, **FEP** 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 **FEP** shall be promptly done in writing as soon as circumstances for such request have become apparent. **FEP** 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 **FEP** in accordance with the following disbursement procedures:
- FEP** may submit a request for payment based on the following:
 - Supplier's invoice showing goods' description, actual quantity of goods delivered based on the schedule of delivery and other

FEP PRINTING CORPORATION's Witness

ROGEL C. RAMOS
FEP

ARIZ DELOS ANJOS D. CAWLAN
DEPED's Witness

ATTY. MICHAEL WESLEY T. POA
DEPED


ROGEL C. RAMOS
FEP

FEP PRINTING CORPORATION's Witness

- 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 **FEP**, duly signed and dated by the authorized representative of **DEPED** indicating that the goods have been delivered in accordance with the Contract;
- 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 **FEP** 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 **FEP** upon delivery of at least 25% of the goods and acceptance of the same by **DEPED**'s authorized representative.

Final payment shall constitute a release of the retention money in case of expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision. The following shall be required for the release of the retention money:

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

- 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. **FEP** shall replace or repair all rejected goods within fifteen (15) 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. The replacement goods shall be subject to re-inspection.


ARIZ BELLOC
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

In case **FEP** 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**. **FEP** hereby irrevocably waives any claim thereto. **FEP** 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. **FEP** 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 **FEP**, or collect from any of the securities or warranties posted by **FEP**, 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.

FEP PRINTING CORPORATION's Witness


WOMAN GUINUA

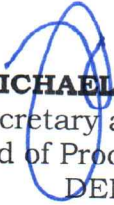

ROGEL C. RAMOS
FEP


ARIZ DENSY D. CANILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED


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.

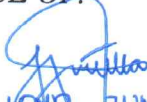
SIGNED, SEALED AND DELIVERED BY:


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


ROGEL C. RAMOS
Senior Plant Manager
FEP

SIGNED IN THE PRESENCE OF:

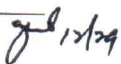

ARIZ DELSOS REYES
DEPED's Witness


LOYD JUNILLA
FEP's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 25,384,624.68


MA. RHUNNA L. CATALAN
Chief Accountant

Chief Accountant



tb

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of _____ 2023 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)

Driver's License
NO2-08-0044162

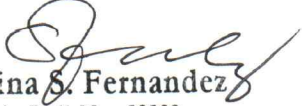
Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of six (6) 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. 168 ;
Page No. 25 ;
Book No. I ;
Series of 2023.



Ma. Cristina S. Fernandez
Attorney's Roll No. 52522
Unit 602 Taipan Place, F. Ortigas Jr. Road, Pasig City
Notary Public for Pasig City
Appointment No. 180 (2022-2023)
IBP No. 185637; (03/03/2022); Quezon City
PTR No. 8621497; (06/29/2022); Pasig City

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

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


NAME
ROGEL C. RAMOS
Senior Plant Manager
FEP

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
DL# 006-98-196997 6.24.2024

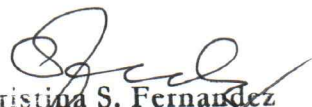
Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of six (6) 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. 169;
Page No. 35;
Book No. J;
Series of 2023.


Ma. Cristina S. Fernandez
Attorney's Roll No. 52522
Unit 602 Taipan Place, F. Ortigas Jr. Road, Pasig City
Notary Public for Pasig City
Appointment No. 180 (2022-2023)
IBP No. 185637; (03/03/2022); Quezon City
PTR No. 8621497; (06/29/2022); Pasig City