



PROJECT: Supply, and Door-to-Door Delivery of School Furniture for Elementary, Junior, and Senior High Schools Using the 10% Allocation for Cooperatives of Persons with Disabilities (PWD) and the 15% Allocation for Different Types of Cooperatives Under CY 2023 School Furniture Program

CONTRACT NO.: 2023-SIF1(005&006)-BI-CB-028-C081

CONTRACT

THIS CONTRACT made and entered into this 29 DEC 2023 day of 29 DEC 2023 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 Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **TOP ASIA FURNITURE PRODUCERS COOPERATIVE**, represented herein by its Authorized Representative, **MEAGAN A. LAMANILAO**, with office address at No. 09 Pearl Island Compound Phase-1, Malinis St., Lawang Bato, Valenzuela City (hereinafter referred to as "**TOP ASIA**"), as per Omnibus Sworn Statement dated August 18, 2023 (hereto attached as Annex "A").

DEPED and **TOP ASIA** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the CY 2023 school furniture program consisting of 7 lots, and received bids from two (2) prospective bidders for Lot No. 6 (Regions VI, VII, and VIII); **DEPED** opened, read, and evaluated the bids and declared **TOP ASIA** as having the Next Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **TOP ASIA** as the Next Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS FIFTY ONE MILLION, SEVEN HUNDRED FORTY THOUSAND, SEVEN HUNDRED FORTY and 00/100 (PhP51,740,740.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Amount (PhP)
6	Learner's table, Teacher's table & Teacher's chair- Wood & Steel Learner's chair-HDPE & Steel	51,740,740.00

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. 2023-SIF1(005&006)-BI-CB-028 dated October 31, 2023;
 - b. Philippine Bidding Documents;

Nita L. Reyes
 TOP ASIA's Witness

Meagan A. Lamanilao
 MEAGAN A. LAMANILAO
 TOP ASIA

Michael Wesley T. Poa
 ENGR. ANNABELLE P. TANGAN
 DEPED'S WITNESS

ATTY. MICHAEL WESLEY T. POA
 DEPED


TOP ASIA's Witness


MEAGAN A. LAMANTILAO
TOP ASIA


ENGR. ANABELLE R. PANGAN
DEPED's Witness


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 August 24, 2023;
- c. **TOP ASIA'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 **TOP ASIA's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **TOP ASIA** 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. **TOP ASIA** 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 **TOP ASIA** is in default of any of its obligations under this Contract. **TOP ASIA** 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 and services referred to in this Contract shall be delivered by **TOP ASIA** at the Schools stipulated in the Allocation list within **ONE HUNDRED TEN (110) calendar days** from the **receipt of the Notice to Proceed (NTP)**. **TOP ASIA** shall ensure that the goods will be delivered in accordance with Section VI. Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

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 and shall be subject to liquidated damages pursuant to Section 9 of this Contract.

The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

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


TOP ASIA's Witness

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

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 or applicable.


TOP ASIA

7. The goods shall be inspected by the designated **DepEd** Inspectorate Team. **TOP ASIA** 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 or PDI shall be done in writing, and submitted in accordance with SCC Clause 4 of the Bidding Documents.

8. The goods and services must conform to and comply with the standards mentioned in Section VII. Technical Specifications of the Bidding Documents, and must be in accordance with the detailed technical specifications and drawings as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **TOP ASIA**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.


ENGR. AMABELLE R. PANGAN
DEPED's Witness

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 **TOP ASIA** in accordance with the warranty provisions in the bidding documents. Replacement and/or repair of the goods shall be made within thirty (30) calendar days upon claim or request thereof.



ATTY. MICHAEL WESLEY T. POA
DEPED

10. In case **TOP ASIA** encounters condition(s) impeding timely delivery of the goods and perform services, **TOP ASIA** 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 **TOP ASIA** shall be promptly done in writing as soon as circumstances for such request have become apparent. **TOP ASIA** 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 **TOP ASIA** in accordance with the following disbursement procedures:

a. **TOP ASIA** may submit a request for payment based on the following:


Mitch L. Bayo
TOP ASIA's Witness


MEAGAN A. LAMANILAO
TOP ASIA


ENGR. ANNABELLE A. PANGAN
Chief DepEd
DEPED'S Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- i. Supplier's invoice showing goods' description, quantities of item delivered based on the schedule of deliveries 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 **TOP ASIA**, as approved by duly authorized DepEd representative, that the items have been delivered on/or properly installed and commissioned 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 **TOP ASIA** within 60 days after the date of acceptance of Goods at the project site and upon submission of documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
 - i. For the initial progress payment, a minimum of 25% of the Contract Price shall be paid to **TOP ASIA** upon delivery of at least 25% of the goods and acceptance of the same by the duly authorized DepEd representative;
 - ii. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods, subject to the submission of the required documents under the Bidding Documents.

12. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of the progress payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.

- a. A one-year comprehensive and onsite warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**; and
- b. Repair of the goods shall be within the warranty period.

In case **TOP ASIA** opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

13. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act 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

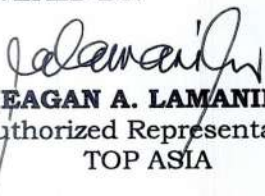
and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

14. **TOP ASIA** shall be liable for liquidated damages in an amount equal 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 **TOP ASIA**, or collect from any of the securities or warranties posted by **TOP ASIA** 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.
15. **TOP ASIA** shall indemnify DepEd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.
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
DEPED


MEAGAN A. LAMANILAO
Authorized Representative
TOP ASIA

SIGNED IN THE PRESENCE OF:


ENGR. ANNABELLE R. PANGAN
Chief, DEPED-EEC
DEPED's Witness


Mila L. Reyes
TOP ASIA's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 51,740,740.00


MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant

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 9 DEC 2023 2023 personally appeared:

NAME	GOVERNMENT ISSUED ID <i>(Number, Issued On, Issued By)</i>
ATTY. MICHAEL WESLEY T. POA Undersecretary and Chief of Staff DEPED	Driver's License NOL-08-0644162

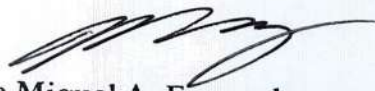
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

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

Doc. No. 43 ;
Page No. 10 ;
Book No. I ;
Series of 2023.


Jose Miguel A. Fernandez
Attorney's Roll No. 52523
Unit 503 Taipan Place, F. Ortigas Jr. Road, Pasig City
Notary Public for Pasig City
Appointment No. 181 (2022-2023)
IBP No. 705805 (01-27-23) ; RSM
PTR No. 0173679 (01-24-23) ; Pasig City

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 29 DEC 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

MEAGAN A. LAMANILAO
Authorized Representative
TOP ASIA FURNITURE
PRODUCERS COOPERATIVE

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.

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