



PROJECT: Supply and Delivery of Various Construction Supplies and Materials for the Provision of Temporary Relocation Spaces in Connection with the Repair, Rehabilitation and Retrofitting of Various DepEd Central Office Buildings (Rebid of Lot Nos. 1, 2, & 6)
CONTRACT NO.: 2024-AdmS1(004)-BI-CB019a-C214

ANNA LIZA A. CANTON
 Witness

CONTRACT

01 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 Assistant Secretary for Administration, **NOEL T. BALUYAN**, as per Department Order No. 001, s. 2023, dated 09 January 2023 and Office Order OO-OSEC-2023-060, dated March 14, 2023 (hereinafter referred to as "**DEPED**"); and **R2D2 TRADING**, represented herein by its Owner, **HEIDI N. MESA**, with office address at 0823 Langka St., Sta. Ursula Subd., Brgy. Batingan, Binangonan, Rizal (hereinafter referred to as "**R2D2**"), as per Omnibus Sworn Statement dated 04 May 2024 (hereto attached as Annex "A").

DEPED and **R2D2** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Supply and Delivery of Various Construction Supplies and Materials for the Provision of Temporary Relocation Spaces in Connection with the Repair, Rehabilitation and Retrofitting of Various DepEd Central Office Buildings (Rebid of Lot Nos. 1, 2, & 6) consisting of 3 lots, and received bid from the prospective bidder for **Lot No. 1**; **DEPED** opened, read, and evaluated the bid and declared **R2D2** as having the Single Calculated Bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **R2D2** as the Single Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS FOUR MILLION, SIX HUNDRED THOUSAND, NINE HUNDRED THIRTY FOUR PESOS and 02/100 (PhP4,600,934.02) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
1	Earthworks, Rebar Works, Masonry Works, Roofing Works, Ceiling and Carpentry Works, Painting Works	1	4,600,934.02

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:*

HEIDI N. MESA
 R2D2 TRADING

OPENA CALAO
 DEPED's Witness

NOEL T. BALUYAN
 DEPED

[Signature]
Krina Lisa A. Camacho
Witness

- a. Resolution to Award No. 2024-AdmS1(004)-BI-CB-019a dated May 22, 2024;
- b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements; and
 - iii. Technical Specifications.
- c. **R2D2'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 **R2D2's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **R2D2** 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.

[Signature]
HEIDI N. MESA
R2D2 TRADING

3. **R2D2** 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 **R2D2** is in default of any of its obligations under this Contract. **R2D2** 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.

[Signature]
OPELIA L. ALGO
DEPED's Witness

4. The goods referred to in this Contract shall be delivered by **R2D2** within **THIRTY (30)** calendar days upon the receipt of the Notice of Proceed (NTP). **R2D2** 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.

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

[Signature]
NOEL T. BALUYAN
DEPED

5. **DEPED** shall have the right to visit and inspect **R2D2's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **R2D2's** 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, **R2D2** shall ensure convenient access to the goods for inspection. **R2D2** 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 DepEd Inspectorate Team. **R2D2** 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 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 **R2D2** 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 **R2D2** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
10. In case **R2D2** encounters condition(s) impeding timely delivery of the goods, **R2D2** 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 **R2D2** shall be promptly done in writing as soon as circumstances for such request have become apparent. **R2D2** must provide sufficient proof to support any request for work suspension and/or contract period extension.
11. The Contract Price shall be paid to **R2D2** after the completion of supply and delivery as detailed below:

TIMELINE	PROJECT DELIVERABLES	Documentary Requirements
Thirty (30 days) from the receipt of the SOA from the supplier together with complete documentary requirement	Supply and delivery of construction materials	<ul style="list-style-type: none"> • Delivery Receipt received by Asset Management Division • Billing Statement or Sales Invoice

- a. Payment shall be made to **R2D2** from submission of the documents specified in SCC Clause 2 and other documents as may be prescribed by **DEPED** in the following manner:
 - i. One hundred percent (100%) of the contract price shall be paid to the supplier after the supply, delivery, inspection, and acceptance of the Goods to DepEd End User. DepEd Inspectorate Team shall inspect the goods if it is in accordance with the requirements as indicated in the technical specifications and Bill

[Signature]
LIZA A. CAMARAO
Witness

[Signature]
HEIDI N. MESA
R2D2 TRADING

[Signature]
OPELIA L. ALGO
DEPED's Witness

[Signature]
NOEL T. BALUYAN
DEPED

of Quantities (BOQ) upon delivery of the goods. Inspection and Acceptance Report (IAR) shall be signed by the Inspectorate Committee and by the Asset Management Division (AMD).

R2D2 must furnish a copy of the above-mentioned documents to End – User [Administrative Service – General Services Division (AS – GSD)].

[Signature]
ANGELA LIDA A. CARRASCO
Witness

12. Payment shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee in the amount equal at least one percent (1%) of the Contract Price as provided under Section 62.1 of RA 9184 and its Revised IRR.
 - a. **R2D2** shall replace or repair all rejected goods within two (2) calendar days from receipt of the Notice of Rejection.
 - b. A warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.

In case **R2D2** 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.

[Signature]
HEIDI N. MESA
R2D2 TRADING

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 (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.

[Signature]
OPHELIA L. ALGO
DEPED's Witness

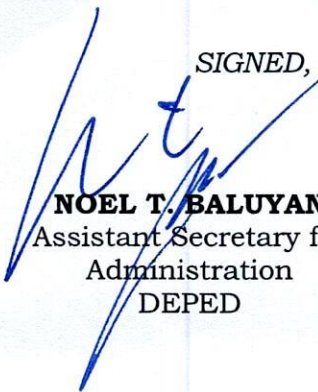
14. **R2D2** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **R2D2**, or collect from any of the securities or warranties posted by **R2D2**, 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.

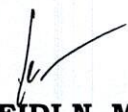
[Signature]
NOEL T. BALUYAN
DEPED

15. 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:


NOEL T. BALUYAN
Assistant Secretary for
Administration
DEPED



HEIDI N. MESA
Owner
R2D2 TRADING

SIGNED IN THE PRESENCE OF:


OFELIA L. ALGOD
DEPED's Witness


ANNA LIZA A. CAMACHO
R2D2 TRADING's Witness

CERTIFIED FUNDS AVAILABLE: ₱4,400,934.02


MA. RHUNNAL. CATALAN
Chief Accountant



REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **PASIG CITY**, Philippines,
this _____ day of _____, 2024 personally appeared:

01 JUL 2024

NAME

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

NOEL T. BALUYAN
Assistant Secretary for
Administration
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 seven (7) 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.

Doc. No. 146
Page No. 21
Book No. 2016
Series of 2024.

ATTY. NEEL TALAMBIT ALBOPERA
NOTARY PUBLIC
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Mani
PTR No. 1357680 /Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD 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

REPUBLIC OF THE PHILIPPINES)

METRO MANILA) S.S

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines, this ____ day of _____, 2024 personally appeared:

01 JUL 2024

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

HEIDI N. MESA

Owner

R2D2 TRADING

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 seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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ATTY. NEIL TANTAN ALBOPERA
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Doc. No. 147;
Page No. 4/4;
Book No. 204;
Series of 2024.