



Republic of Philippines
DEPARTMENT OF EDUCATION

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



PROJECT: Mass Production, Supply, and Delivery of Science and Mathematics Equipment Packages to Public Elementary Schools for Grades 1 to 3 and Grades 4 to 6, Public Junior High Schools for Grades 7 to 10, and Public Senior High Schools for Grades 11 to 12 (Core & STEM) 2022 and 2023 Rebid (for Lots 2,3,4,5,9,10,11,12,13, & 19)

CONTRACT NO.: 2023c-BLR4(001&005)-BV-CB022b-C139

CONTRACT

THIS CONTRACT made and entered into this 29 DEC 2023 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 Office Order (OO-OSEC-2023-267), dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **NIKKA TRADING**, represented herein by its Authorized Representative, **JONATHAN R. ZULUETA**, with office address at Unit 1014 Cityland Herrera Tower, 98 V.A. Rufino St., cor., Valero St., Salcedo Village, Makati City (hereinafter referred to as "**NIKKA**") as per Omnibus Sworn Statement dated 11 December 2023 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the Mass Production and Supply of Science and Mathematics Equipment Packages consisting of eighteen (18) lots, and received bids from one (1) bidder for Lot No. 11; **DEPED** opened, read, and evaluated the bid and declared **NIKKA** as having the Single Calculated Bid for Lot No. 11 after evaluation, **DEPED** post-qualified and declared the bid of **NIKKA** as the Single Calculated Responsive Bid for Lot No. 11 in the sum of **PHILIPPINE PESOS ONE HUNDRED FOUR MILLION, ONE HUNDRED SIX THOUSAND, TWO HUNDRED SIXTEEN AND 94/100 (PhP104,106,216.94) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Science Devices, Instruments, and Measuring Tools-Matter				
Lot No.	Item No.	Description	Quantity	Amount (in PhP)
11	1	Balance, Toploading, Electronic	1,050 pc	104,106,216.94
	2	Balance, Triple Beam, with tare, 2610-gram	22,745 pc	
	3	Calorimeter	110 pc	
	4	Centrifuge	66 pc	
	5	Electrical Conductivity (Conductivity of Solutions) Apparatus	22,855 pc	
	6	Filter Paper, crepe, 580mm x 580 mm sheet, Grade 0905	65,240 sheets	
	7	Gloves, Hand, super nitrile	38,720 pair	
	8	Graduated Cylinder, borosilicate, 10 mL	32,620 pc	
	9	Graduated Cylinder, borosilicate, 100 mL	32,620 pc	
	10	Graduated pipette with rubber pipettor, borosilicate, 10 mL	110 pc	

NIKKA's Witness
 ARIZ DELSON ACAY D. CAWILAN
 DEPED's Witness
 ATTY. MICHAEL WESLEY T. POA
 DEPED

11	Hydrometer for heavy liquids	110 pc
12	Hydrometer for light liquids	110 pc
13	Laboratory Hot Plate with magnetic stirrer	5,709 pc
14	Safety Goggles, polycarbonate	38,720 pair
15	Thermometer, Laboratory type, Alcohol, - 20°C to 110°C	38,720 pc

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-BLR4(001&005)-BV-CB-022b** dated 29 December 2023;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications; and
 - iv. Bid Bulletin No. 1 dated 08 December 2023, and Bid Bulletin No. 2 dated 13 December 2023.
 - c. **NIKKA'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 **NIKKA's** conforme thereto; and
 - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **NIKKA** 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. **NIKKA** 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 **NIKKA** is in default of any of its obligations under this Contract. **NIKKA** 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 **NIKKA** at the recipient schools (**Door-to-Door**) within **210 CALENDAR DAYS** from receipt of the Notice to Proceed (NTP). **NIKKA** shall ensure

[Signature]
NIKKA's Witness

[Signature]
JONATHAN R. ZULUETA
NIKKA

[Signature]
ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

[Signature]
ATTY. MICHAEL WESLEY T. POA
DEPED

that the goods will be delivered in accordance with the Schedule of Requirements and Allocation List, which is hereto attached as Annex "B" and made an integral part hereof. 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 **NIKKA**' premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **NIKKA** 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 Team, as may be necessary or 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, **NIKKA** shall ensure convenient access to the goods for inspection. **NIKKA** 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. **NIKKA** 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 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 **NIKKA**, 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 **NIKKA** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.

10. In case **NIKKA** encounters condition(s) impeding timely delivery of the goods and performance of services, **NIKKA** 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 circumstances for such request have become apparent. **NIKKA** must provide sufficient proof to support any request for work suspension and/or contract period extension.


NIKKA's Witness


JONATHAN R. ZULUETA
NIKKA


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

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 **NIKKA** in accordance with the following disbursement procedures:

- a. **NIKKA** may submit a request for payment based on the following:
- i. Supplier's invoice showing goods' description, 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 **NIKKA**, 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.

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 **NIKKA** 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. An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within 60 calendar days from the signing of the contract;
- ii. For every progress payment, **NIKKA** shall be paid upon delivery to at least 25% of the recipient schools with complete goods and acceptance of the same by an authorized representative of **DEPED**;
- iii. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods; and
- iv. Refund/release of retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

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 payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62 of RA 9184 and its revised IRR.

- a. A one-year comprehensive warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.


NIKKA's Witness


JONATHAN R. ZULUETA
NIKKA


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- b. A warranty period shall be applied to the following goods, which is hereto attached as Annex "D" and made an integral part hereof.
- c. **NIKKA** shall replace and/or repair the goods that may be requested within three hundred sixty (360) calendar days for non-expendable goods from the date of acceptance of goods by **DEPED**. Replacement and/or repair of the goods shall be made within thirty (30) calendar days upon claim or request therefore. The replacement goods shall be subject to re-inspection.

In case **NIKKA** 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 user manuals and experiment modules including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **NIKKA** hereby irrevocably waives any claim thereto. **NIKKA** shall not, in any manner or for any purpose, use the contents of the user 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.
- 14. Each party, in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to RA 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.
- 15. **NIKKA** 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 **NIKKA**, or collect from any of the securities or warranties posted by **NIKKA**, 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.


 NIKKA's Witness

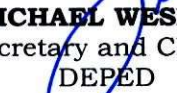

 JONATHAN R. ZULUETA
 NIKKA

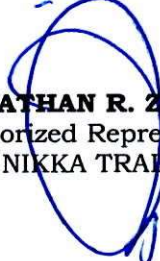

 ARIZ DELSON LACAY D. CAWILAN
 DEPED's Witness


 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
DEPED


JONATHAN R. ZULUETA
Authorized Representative
NIKKA TRADING

SIGNED IN THE PRESENCE OF:


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


NIKKA TRADING's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 104,106,216.94


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 DEC 2023 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

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

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 eight (8) 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.

ATTY. LETICIA M. AMON
Notary Public
Pasig City
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-23
Lifetime IBP Member No. 04286
Official Receipt No. 574709. IBP Chapter
MCLE Compliance No. VII-0000050/6-18-2019
Ground Flr. Armal Centre, U. Velasco, Ave.,
Malinao, Pasig City

Doc. No. 166
Page No. 33;
Book No. 105;
Series of 2023.

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

PASIG CITY

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

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

JONATHAN R. ZULUETA
Authorized Representative
NIKKA 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 eight (8) 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.

ATTY. Leticia M. Amon
Notary Public

NOTARY PUBLIC
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188

PTR AA No. 0112306/01-03-23
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