

Republic of Philippines DEPARTMENT OF EDUCATION

DEDED DEPARTMENT OF EDUCATION

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

PROJECT:

D. Manawa

ZALES GIONALID

FRESHMANGO's Witness

Supply and Delivery of Sports Uniforms, Caps, Sports Bag

with Towelette and Toiletries, and Promotional Item for

2024 Palarong Pambansa

CONTRACT NO.:

2024c-PPS(001)-BII-CB021-C163

CONTRACT

THIS CONTRACT 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 **FRANCIS CESAR B. BRINGAS**, as per Office Order OO-OSEC-2023-060, dated 14 March 2023 (hereinafter referred to as "**DEPED**"); and **FRESHMANGO**, **Inc.**, represented herein by its Authorized Representative, **GLAZE ANN I. GONZALES**, with office address at 32 2nd Laguna Street NIA Village, Tandang Sora, Quezon City (hereinafter referred to as "**FRESHMANGO**"), as per Omnibus Sworn Statement dated April 30, 2024 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the Supply and Delivery of Sports Uniforms, Caps, Sports Bag with Towelette and Toiletries, and Promotional Item for 2024 Palarong Pambansa consisting of two (2) lots, and received bids from two (2) prospective bidders for 2 Lots; FRESHMANGO opened, read, and evaluated the bids and declared FRESHMANGO as having the Single Calculated Bid; after evaluation, DEPED post-qualified and declared the bid of FRESHMANGO as the Single Calculated Responsive Bid in the sum of PHILIPPINE PESOS TWO MILLION, SEVEN HUNDRED SEVENTY THOUSAND and 00/100 (PhP2,770,000.00) ONLY, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Item No.	Description	Quantity	Amount (PhP)	
1	1	Short Sleeves Polo Shirt for TOs (1,100 sets) Each set includes four (4) polo shirts in four (4) distinct colors: Sunshine Yellow, Scarlet Red, Berry Blue, and Brunette Brown.	1,100 Sets	2,770,000.00	
	2	Polo Shirt (Promotional Item)	600 Pcs		
	3	Sports Jacket	1,100 Pcs		
	4	Jogging Pants	1,100 Pcs		

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. 2024c-PPS(001)-BII-CB-021 dated May 16, 2024;
- 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 April 25, 2024
- FRESHMANGO'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 **FRESHMANGO**'s conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **FRESHMANGO** 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. **FRESHMANGO** shall post a Performance Security within 10 calendar days from receipt of the NOA in the prescribe form and amount. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **FRESHMANGO** is in default of any of its obligations under this Contract. **FRESHMANGO** 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 rendered by FRESHMANGO at the Cebu City Sports Complex within nine (9) calendar days upon receipt of the Notice to Proceed (NTP) or as may be indicated in the NTP in coordination with DepEd Palarong Pambansa Secretariat (PPS). FRESHMANGO 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 13 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 **FRESHMANGO**'s premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **FRESHMANGO**'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, **FRESHMANGO** shall ensure convenient access to the goods for inspection. **FRESHMANGO** 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.

- 7. The goods shall be inspected by the designated DepEd Inspectorate Team. **FRESHMANGO** 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 VII. Technical Specifications of the Bidding Documents, and must be in accordance with the final inspection as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **FRESHMANGO**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
- 9. Any goods found to have defects or to be non-compliant with the required technical specifications, as determined by **DEPED**'s authorized representative, shall be rejected orally or in writing. **FRESHMANGO** is then responsible for replacing these items in accordance with the warranty provision in the bidding documents.
- 10. In case **FRESHMANGO** encounters condition(s) impeding timely delivery of the goods and perform services, **FRESHMANGO** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s).

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 **FRESHMANGO** in accordance with the following disbursement procedures:
 - a. **FRESHMANGO** may submit a request for payment based on the following:

RESHMANGO'S Witness

- i. Cumulative quantities of goods delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract;
- ii. Duly signed Delivery Receipts;
- iii. Duly signed Inspection and Acceptance Reports (IARs), including certification by Supplier, as duly signed by the authorized DepEd representative, that the goods have been delivered in accordance with the Contract and other delivery documents as may be subsequently prescribed by the DepEd shall be provided by the Supplier; and
- iv. Certification by the **FRESHMANGO**, as approved by the duly authorized DepEd representative, that the required goods have been rendered 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 **FRESHMANGO** within 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. One hundred percent (100%) of the Contract Price shall be paid to **FRESHMANGO** upon complete performance of the required goods, and acceptance by the duly authorized DepEd representative;

FRESHMANGO must furnish a copy of the above-mentioned documents to the End-User (*Palarong Pambansa* Secretariat).

- 12. 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.
- 13. **FRESHMANGO** 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 **FRESHMANGO**, or collect from any of the securities or warranties posted by **FRESHMANGO** 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.
- 14. Payment 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 to equal to one

percent (1%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.

- a. A three-calendar days comprehensive warranty for the delivered goods shall reckon from the date of issuance of the Certificate of Final Acceptance by **DEPED**; and
- b. Replacement of the goods may be requested within TWO to THREE (2-3) CALENDAR DAYS upon claim or request thereof. Replacement of goods are subject for inspection.
- 15. **FRESHMANGO** shall indemnify DepEd against all third-party claims of infringement or violation of intellectual property rights ari sing from or relative to the 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:

FRANCIS CESAR B. BRINGAS

Assistant Secretary DEPED GLAZE ANN I. GONZALES

Authorized Representative FRESHMANGO

SIGNED IN THE PRESENCE OF:

MARIVIC B. TOLITOL

DEPED's Witness

Giovanni RITPOLD Mamaway

FRESHMANGO's Witness

CERTIFIED FUNDS AVAILABLE: \$2,770, 600.

Chief Accountant

REPUBLIC OF THE P	HILIPPINES)
	_, METRO MANILA) S.S

ACKNOWLEDGMENT

	BEFORE ME, a N	Notary Public in and for	, Philippines,
this	day of	2024 personally appeared:	
		1	
	NAME	GOVERNME	ENT ISSUED ID
	1. (X	(Number, Issu	ed On, Issued By)
FRAN	CIS CESAR B. B	RINGAS	
Assist DEPE	ant Secretary		

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	;
Page No	;
Book No	;
Series of 20	24.

ACKNOWLEDGMENT

	lotary Public in and for	PASICOLE	_, Philippines,
thisday of	lotary Public in and for 2024 personally ap	ppeared:	
JUN 1 7 124			

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

Authorized Representative **FRESHMANGO**

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NOTARY PUBLIC

Doc. No. /

NOTAR PUBLIC
Cities of Asig, San Juan and
the Municipality of Pateros, Metro Manila
Until December 31, 2024 Page No. PTR No. 0112601 / 01/02/2024 Pasig City Book No.

P No. 326534 / 12/11/2023 For Year 2024/RSN Roll No. 41969

MCLE Comp. VII-0028557/April 19, 2023 No. 11, Unit J Freemont Arcade Bldg. haw Blvd. Brgy. San Antonio, Pasig City

Appeintment No. 61 (2023-2024)

Series of 2024



Republic of Philippines

DEPARTMENT OF EDUCATION

DeTIED DEPARTMENT OF EDUCATION

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

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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.

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Chevaunn Prefes D. Manauca. FRESHMANGO'S Witness

- i. Cumulative quantities of goods delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract;
- ii. Duly signed Delivery Receipts;
- iii. Duly signed Inspection and Acceptance Reports (IARs), including certification by Supplier, as duly signed by the authorized DepEd representative, that the goods have been delivered in accordance with the Contract and other delivery documents as may be subsequently prescribed by the DepEd shall be provided by the Supplier; and
- iv. Certification by the **FRESHMANGO**, as approved by the duly authorized DepEd representative, that the required goods have been rendered 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.

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 - i. One hundred percent (100%) of the Contract Price shall be paid to **FRESHMANGO** upon complete performance of the required goods, and acceptance by the duly authorized DepEd representative;

FRESHMANGO must furnish a copy of the above-mentioned documents to the End-User (*Palarong Pambansa* Secretariat).

- 12. 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.
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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:

FRANCIS CESAR B. BRINGAS

Assistant Secretary

DEPED

GLAZE ANN I. CONZALES

Authorized Representative

FRESHMANGO

SĮGNED IN THE PRESENCE OF:

PEDED! WITH

DEPED's Witness

FRESHMANGO's Witness

CERTIFIED FUNDS AVAILABLE: 72,770,000.

Chief Accountant

REPUBLIC OF THE PHILIPPINES)		
, METRO MANILA	A) S.S	
ACKNOV	WLEDGMENT	
BEFORE ME, a Notary Public in	and for	, Philippines,
this day of 2024 p	personally appeared:	
,		
NAME	GOVERNME	ENT ISSUED ID
1.08	(Number, Issue	ed On, Issued By)
FRANCIS CESAR B. BRINGAS Assistant Secretary DEPED		
Known to me and to me known foregoing instrument and acknowledge t act and deed of the entities which they i	to me that the same is	s the free and voluntary
The foregoing instrument is a (exclusive of attachments), including the written and signed by the parties herethand margin of each and every page here.	his page on which the to and their instrume	his acknowledgment is
WITNESS MY HAND AND SEAL o	on the date and place	first above written.
	1	NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;

Series of 2024.

REPUBLIC OF THE PHILIPPINES) PASIC CITY , METRO MANILA) S.S

ACKNOWLEDGMENT

	BEFORE ME, a Notary Public in and for	, Philippines,
this _	day of 1 2024 personally appeared: CITY	

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

GLAZE/ANN IL GONZALES Authorized Representative **FRESHMANGO**

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.

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NOTARY PUBLIC

GAUDENCIO A. BARBOZA, JR.

NOTARY PUBLIC Cities of Pasig, San Juan and n the Municipality of Pateros, Metro Manila Until December 31, 2024 PTR No. 0112601 / 01/02/2024 Pasig City

P No. 326534 / 12/11/2023 For Year 2024/RSM

Roll No. 41969 MCLE Comp. VII-0028557/April 19, 2023

No. 11, Unit J Freemont Arcade Bldg. naw Blvd. Brgy. San Antonio, Pasig City Appointment No. 61 (2023-2024)

Doc. No. Page No. Z

Book No.

Series of 2024