



**PROJECT:** Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office  
**CONTRACT NO.:** 2024-AdmS5(006)-BIV-NPSVP018a-C229

**CONTRACT**

**AUG 15 2024**

**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 Director III, Officer-in-Charge, Administrative Service, **DR. ELLA CECILIA G. NALIPONGUIT**, as per Office Order OO-OSEC-2024 154, dated 3 July 2024 and OO-OSEC-2024 179, dated 26 July 2024 (hereinafter referred to as "**DEPED**"); and **JRS BUSINESS CORPORATION**, represented herein by its Authorized Representative, **RYAN JAY L. ROXAS**, with office address at #19 Brixton Street, Brgy. Kapitolyo, Pasig City (hereinafter referred to as "**JRS**"), as per Omnibus Sworn Statement dated 08 May 2024 (hereto attached as Annex "A").

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

**WHEREAS, DEPED** invited quotations for the procurement of a service provider for the courier delivery service of DepEd Central Office consisting of one (1) lot, and received quotations from two (2) proponents; **DEPED** opened, read, and evaluated the quotations and declared **JRS BUSINESS CORPORATION** as having the Lowest Calculated Quotation; after evaluation, **DEPED** post-qualified and declared the bid of **JRS** as the Lowest Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS NINE HUNDRED THOUSAND and 00/100 (PHP900,000.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Description	Contract Duration	Amount (PhP)
Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office	12 months	900,000.00

**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 Project Reference 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. **2024-AdmS5(006)-BIV-NPSVP-018a** dated May 30, 2024;
  - b. Request for Quotation;
  - c. Project Reference;
  - d. Terms and Conditions of the Contract;
  - e. Schedule of Requirements;
  - f. Scope of Services;

R. Socorro  
 JRS's Witness  
 RAYMOND L. MAPA  
 JRS BUSINESS CORPORATION  
 MARILOU N. CUSI  
 Chief Administrative Officer  
 Administrative Service Sector Division  
 DEPED's Witness  
 DIR. ELLA CECILIA G. NALIPONGUIT  
 DEPED



- g. **JRS'** offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- h. Notice of Award (NOA) of Contract and **JRS** conforme thereto; and
- i. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **JRS** 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 and Variation Order, shall form part of the Contract.

- 3. The services referred to in this Contract shall commence at the time of receipt of the NTP and shall remain effective for Twelve (12) Months or until the fund is exhausted/utilized, in coordination with DepEd AS-RD. **JRS** shall ensure that the required services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Services rendered at sites other than the designated site without **DEPED's** written authorization and/or approval may be rejected by the latter. 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.


- 4. The services to be rendered must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Request for Quotation, and must be in accordance with the Scope of Services as approved by the Bids and Awards Committee based on **JRS'** submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **JRS** to perform other services in place of those stated specified under the Scope of Services shall be prohibited, except for those events which could not be foreseen, or which, though foreseen, were inevitable. The proposal by **JRS** for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.


- 5. In case **JRS** encounters condition(s) impeding timely performance of the required services, **JRS** 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. **JRS** must provide sufficient proof to support any request for work suspension and/or contract period extension.

Request for contract extension is only allowed for those events which could not be foreseen, or which, though foreseen, were inevitable.

- 6. Payment of the Contract Price to the Service Provider shall be on a monthly basis, subject to existing Government disbursement procedure, upon complete performance of the required services and acceptance of the same by **DEPED's** authorized representative, and submission of the following documents:

  
 R. Semino  
 JRS's Witness

  
 RAYMOND L. MAPA  
 JRS BUSINESS CORPORATION

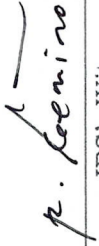
  
 MARILO J. CUSI  
 Chief, Academic Unit  
 Administrative Services Division  
 DEPED's Witness

  
 DIR. ELLA CECILIA G. NALIPONGUIT  
 DEPED


- a. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract;
- b. Duly signed Charge Invoice or Statement of Account;
- c. Duly signed summary of bills to be collected;
- d. Proof of delivery or receipt; and

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- 7. 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." 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.
- 8. **JRS** shall be liable for liquidated damages in an amount equal one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **JRS**, or collect from any of the securities posted by **JRS**, 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.
- 9. 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.

  
 R. Loenino  
 JRS's Witness

  
**RAYMOND L. MAPA**  
 JRS BUSINESS CORPORATION  
 JRS BUSINESS CORPORATION


  
 MARLOJO S. CUSI  
 Chief Administrative Officer  
 Administrative Services Division  
 DEPED's Witness


  
**DIR. ELLA CECILIA G. NALIPONGUIT**  
 DEPED



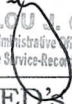
**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

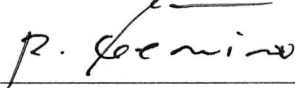
SIGNED, SEALED AND DELIVERED BY:

  
**DIR. ELLA CECILIA G. NALIPONGUIT**  
Director III  
Officer-in-Charge, Administrative Service  
DEPED


  
**RAYMOND L. MAPA**  
Authorized Representative  
JRS BUSINESS CORPORATION

SIGNED IN THE PRESENCE OF:

  
**MARILOU J. CUSI**  
Chief Administrative Officer  
Administrative Service-Records Division  
DEPED's Witness

  
JRS BUSINESS  
CORPORATION'S Witness

CERTIFIED FUNDS AVAILABLE: ₱900,000.00

  
**MA. RHUNNAL CATALAN**  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)


\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

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

**NAME**

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

  
**DIR. ELLA CECILIA G. NALIPONGUIT**  
Director III  
Officer-in-Charge, Administrative Service  
DEPED

*Driver License:*  
k02-08-065615

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 (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.

NOTARY PUBLIC

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2024.



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 \_\_\_\_\_ 2024 personally appeared:

AUG 15 2024

**NAME**

**GOVERNMENT ISSUED ID**

(Number, Issued On, Issued By)



**RAYMOND L. MAPA**  
Authorized Representative  
**JRS BUSINESS CORPORATION**

DRIVER LICENSE - D04 06 66096

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 (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.

**ATTY. MARY JANE V. FLORES-BALAGTAS**

**NOTARY PUBLIC**

Pasig, Pateros, San Juan

Valid Until December 31, 2025

IBP O.R. No. 306329/01.29.23/RSM

PTR O.R. No. 0222279/01.17.23/PASIG CITY

ROLL NO. 42280

MCLE Compliance No. VII-0027646/4.4.2023

Valid Until 14 April 2025

Ground Flr. Armal Centre, U. Velasco, Ave.

Malinao, Pasig City

Doc. No. 160 ;  
Page No. 37 ;  
Book No. 8 ;  
Series of 2024.