



PROJECT: Mass Production, Supply, and Delivery of Science and Mathematics Equipment Packages to Public Elementary for Grades 1 to 3 & 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)

CONTRACT NO.: 2024-BLR4(002)-BVI-CB003-C008

CONTRACT

THIS CONTRACT made and entered into this 02 MAY 2024 day of 2024 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 V.A. Rufino St. Cor. Valero St., Salcedo Village, Makati City (hereinafter referred to as "**NIKKA**"), as per Omnibus Sworn Statement dated 15 December 2023 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the Mass Production, Supply, and Delivery of Science and Mathematics Equipment Packages consisting of fourteen (14) lots, and received bids from seven (7) bidders for **Lot No. 8**; **DEPED** opened, read, and evaluated the bids and declared **NIKKA** as having the Lowest Calculated Bid for **Lot No. 8**; after evaluation, **DEPED** post-qualified and declared the bid of **NIKKA** as the Lowest Calculated Responsive Bid for **Lot No. 8** in the sum of **PHILIPPINE PESOS TWO HUNDRED SEVENTEEN MILLION, SIX HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED TWENTY-SIX & 83/100 (PhP217,626,826.83) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

LOT NO. 8: MATHEMATICAL MANIPULATIVES			
Item No.	Description	Quantity	Unit Cost (in PhP)
1	Algebra Tile Set, plastic	1,864 sets	1,294.73
2	Base Ten Blocks	73,405 sets	101.28
3	Beads, Ø16mm	8,501 sets	442.23
4	Circle Area Demonstrator	6,180 pcs	158.95
5	Compass, Drawing, student type	247,200 pcs	46.89
6	Cuisenaire Rods, 250 pcs/set	8,501 sets	324.08
7	Elapsed Time (Clock) Set	8,501 pcs	489.97
8	Geoboard, 11 x 11	80,440 pcs	133.11
9	Geoboard, 5 x 5	85,010 pcs	82.65
10	Geostrips	73,405 sets	155.63
11	Ghost Grid Whiteboard, Mobile Magnetic, 72-inch x 40-inch	16,938 pcs	3,889.89
12	Linking Cubes	73,405 sets	399.16

Jonathan R. Zulueta
 NIKKA's Witness

JONATHAN R. ZULUETA
 NIKKA

ARIZ DELSON ACAY D. CAVILAN
 DEPED's Witness
 Bureau of Learning Resources

ATTY. MICHAEL WESLEY T. POA
 DEPED

13	Model, Basic 3D Geometrical Collapsible	30,900 sets	515.35
14	Model, Basic 3D Geometrical Solids	8,044 sets	924.49
15	Pattern Blocks, 250 pcs/set	29,362 sets	275.10
16	Pentominoes	73,405 sets	143.67
17	Plastic Two-colored Counters, 1-inch diameter, 200 pcs/set	51,825 sets	128.10
18	Probability Kit	10,365 sets	750.51
19	Tangrams, set of 30	6,180 sets	611.45

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 (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this Contract, *viz*:
 - a. Resolution to Award No. **2024-BLR4(002)-BVI-CB-003** dated 16 February 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements and Allocation List;
 - iii. Technical Specifications; and
 - iv. Bid Bulletin No. 1 dated 14 December 2023, Bid Bulletin No. 2 dated 21 December 2023, Bid Bulletin No. 3 dated 28 December 2023, and Bid Bulletin No. 4 dated 11 January 2024.
 - 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 that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Orders, 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.

[Signature]
NIKKA's Witness

[Signature]
JONATHAN R. ZULUETA
NIKKA

[Signature]
ARY DELSOLANO D. CAVILAN
DEPED's Witness
Director IV
Bureau of Learning Resources

[Signature]
ATTY. MICHAEL WESLEY T. POA
DEPED

4. The goods and services referred to in this Contract shall be delivered by **NIKKA** at the designated recipient schools (**Door-to-Door**) within **ONE HUNDRED NINETY (190) CALENDAR DAYS** from **NIKKA's** receipt of the Notice to Proceed (NTP). **NIKKA** shall ensure 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 and shall be subject to liquidated damages pursuant to item 15 of this 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.
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 the 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.

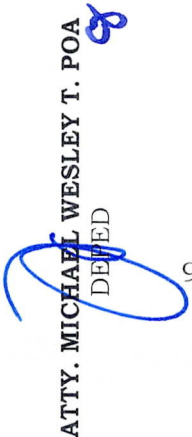
The PDI shall be conducted by the designated PDI Team for goods that are ready for delivery, upon notice to the DepEd of the readiness of the goods for inspection by the Supplier. The PDI shall not cause the issuance of the Inspection and Acceptance Report.

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 VI, or as amended by subsequently issued Bid Bulletins, 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 as amended in Bid Bulletin No. 2. The replacement of the goods shall be subject to re-inspection.


NIKKA's Witness


JONATHAN R. ZULUETA
NIKKA


ARIZ DELSORA
Director IV
DEPED's Witness
Bureau of Learning Resources


ATTY. MICHAEL WESLEY T. POA
DEPED

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 by **NIKKA** shall be promptly done in writing as soon as circumstances for such request have become apparent, pursuant to RA No. 9184 and its revised IRR and other relevant issuances. **NIKKA** 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 **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** at the delivery site 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, provided that an irrevocable letter of credit or bank guarantee of an equivalent amount must be submitted and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment;
- ii. For every progress payment, a minimum of twenty-five percent (25%) of the Contract Price of the lot shall be paid to **NIKKA** upon delivery of a minimum of twenty-five percent (25%) of the requirement of the lot duly delivered and accepted by **DEPED**'s authorized representative;
- iii. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods; and


NIKKA's Witness


JONATHAN R. ZULUETA
NIKKA


ARIZ DELSOK ACAY D. CAWILAN
DEPED's Witness IV
Bureau of Learning Resources


ATTY. MICHAEL WESLEY T. POA
DEPED

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.

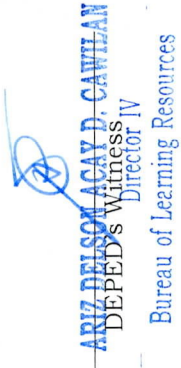
12. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of the payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62 of RA No. 9184 and its revised IRR.
- a. The warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the **DEPED** that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).
 - b. A warranty period shall be applied to the 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 and ninety (90) calendar days for 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.

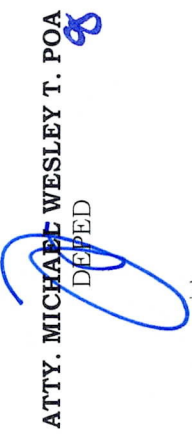
In case **NIKKA** opts for retention money, the amount shall be released at the expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision unless, during the remainder of the warranty period, the retention money is substituted with a special 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


NIKKA's Witness


JONATHAN R. ZULUETA
NIKKA


ARIZ NELSON ACAY D. CAWILAN
DEPED's Witness
Director IV
Bureau of Learning Resources

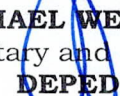

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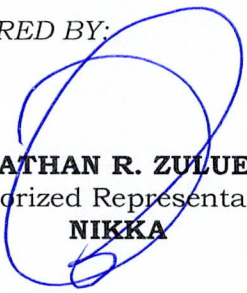
any of the securities or warranties posted by **NIKKA**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under 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.


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

SIGNED IN THE PRESENCE OF:


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness
Bureau of Learning Resources


NIKKA's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 217, 626, 826.83


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 ____ 2024 personally appeared:

02 MAY 2024

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 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. NEIL T. ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 4357680 / 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. 75228
TIN No. 242-007-250-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Telephone No. 09777-634-4229

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Series of 2024.

REPUBLIC OF THE PHILIPPINES)
PASIG CITY
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

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

NAME
JONATHAN R. ZULUETA
Authorized Representative
NIKKA

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

PG219471A - FEB 28, 2018
DFA NCR WLCT

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 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. NEIL TALAGHIT ALBOPERA
NOTARY PUBLIC

Until December 31, 2025
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