



Republic of the Philippines
Department of Education

PROJECT: Supply and Delivery of School Furniture for Elementary, Junior and Senior High Schools under the Basic Educational Facilities Fund (BEFF) CY 2018 School Furniture Program (Repeat Order)

CONTRACT NO: 2019-05-AdmS4(032)-BIV-RO013-C014

CONTRACT

THIS CONTRACT made and entered into this ___ day of _____, 2019 by and between the **Department of Education**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines represented herein by its Undersecretary, **ALAIN DEL B. PASCUA** (herein referred to as the **Purchaser**) of the one part, and **GOLDILUCKS STEEL MANUFACTURING CORPORATION**, represented herein by its President, **IVAN N. TE**, with office address at Lot 8, Blk. 6, Los Angeles St., Meycauayan Ind., Subd., Phase 3, Lambakin, Marilao Bulacan, (herein referred to as the **Supplier**) of the other part;

WHEREAS, the **Purchaser** awarded contracts to the **Supplier**, thru public bidding, bearing contract numbers **2018-05-AdmS4(002-BIII-C008-C027, 2018-05-AdmS4(002-BIII-C008-C028, and 2018-05-AdmS4(002-BIII-C008-C030** for the supply and delivery of school furniture; **whereas**, the **Purchaser** is in need of additional furniture for its three (3) DepEd regions and intends to procure said school furniture from the **Supplier** thru Repeat Order method of procurement pursuant to the 2016 revised IRR of R.A. 9184;

WHEREAS, the **Purchaser** accepted the offer of the **Supplier** to supply and deliver said additional school furniture under the same conditions of the original contracts awarded thru public bidding; **therefore**, the **Purchaser** passed and approved Resolution to Award No. **2019-05-AdmS4(032)-BIV-RO-013**, and awarded the repeat order contract to the **Supplier** in the sum of **PHILIPPINE PESOS TWENTY MILLION THREE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FIFTY AND 00/100 (Php20,343,850.00) ONLY, inclusive of VAT**, hereinafter called the "Contract Price" broken down as follows:

Regions	No. of Sites	ELEM. 2-Seater Table & Chairs Set (23Set/CL)	JHS 2-Seater Table & Chairs Set (23Set/CL)	Teacher's Table & Chair Set	Contract Duration (Calendar days)	Contract Amount
Region III	5	276	437	32	150	3,333,300.00
Region IV-A	47	1,783	1,242	172	220	14,434,550.00
Region X	12	529	-	23	160	2,576,000.00
Total >>>	64	2,588	1,679	227		20,343,850.00

GILBERT CHING
 SUPPLIER'S WITNESS

IVAN N. TE
 SUPPLIER

ANNABELLE R. PANGAN
 PURCHASER'S WITNESS

ALAIN DEL B. PASCUA
 PURCHASER

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

- a. Contract Agreement;
- b. Bidding Documents;
- c. Quotation submitted by the Bidder;
- d. Purchaser's Notice of Award;
- e. General and Special Conditions of Contract;
- f. Technical Specifications;
- g. Schedule of Requirements;
- h. Supplemental Bid Bulletins, if any; and
- i. Allocation List.


3. The Goods and Services referred to in this Contract shall be supplied and delivered to the Project Site/s in the following number of days, from the date of receipt of the Notice to Proceed (NTP) by the Supplier;

Regions	No. of Sites	Contract Duration (Calendar days)
Region III	5	150
Region IV-A	47	220
Region X	12	160

4. In consideration of the Contract Price mentioned herein to be paid by the **Purchaser** to the **Supplier**, the **Supplier** hereby covenants, unto the **Purchaser**, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
5. The **Purchaser** hereby covenants to pay the **Supplier**, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract, to wit: The method and conditions of payment to be made to the **Supplier** through the Government disbursement procedure within sixty (60) calendar days of submission of documents under this Contract shall be as follows:

Progress Payments: A minimum of 25% of the Contract Price per region shall be paid to the **Supplier** upon a minimum of 25% delivery of the requirement per region, duly inspected, and accepted by the schools' representatives. Payment shall be made within sixty (60) days after the date of acceptance of the Goods at the project site and upon submission of the following, whichever are applicable:

- i. Original and four (4) copies of the **Supplier's** invoice showing Goods' description, quantity, unit price, and total amount;


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- ii. Original and four (4) copies delivery receipt/note, railway receipt, or truck receipt;
- iii. Original **Supplier's** factory inspection report;
- iv. Original and four (4) copies of the Manufacturer's and/or **Supplier's** warranty certificate;
- v. Original and four (4) copies of the certificate of origin (for imported Goods)
- vi. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- vii. Inspection and Acceptance Report (IAR) signed by the school's representatives at the Project Site; and
- viii. Original and three (3) copies of the Property Transfer Report (PTR)s signed by the school's duly designated Property Custodian at Project Site(s).


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 SUPPLIER'S WITNESS

Final Payment: The remaining balance of the Contract Price per region shall be paid to the **Supplier** upon delivery of the remaining balance of the requirement per region, duly inspected, and accepted by the schools' representatives. Payment shall be made within sixty (60) days after the date of acceptance of the Goods at the project site(s) and upon submission of the herein stated documents (i) to (viii), whichever are applicable, and other documents required in accounting and auditing rules and regulations;


IVAN N. TE
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OR

One Time Payment on Complete Delivery and Final Acceptance: One hundred percent (100%) of the Contract Price per region shall be paid to the **Supplier** upon delivery, inspection, and acceptance of 100% of the Goods at the Project Site(s) and upon submission of the herein stated documents (i) to (viii), whichever are applicable, and other documents required in accounting and auditing rules and regulations.


ANNABELLE R. PANGAN
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6. Payments shall be subject to the "Warranty" provisions in the form of either retention money in an amount equal to at least five percent (5%) of every progress payment, or as Special Bank Guarantee in an amount equal to at least five percent (5%) of the total Contract Price required in Section 62 of R.A. 9184 and its IRR. The retention money or Special Bank Guarantee shall be released only after the lapse of the Warranty in SCC Clause 17.3.


ALAIN DEL B. PASCUA
 PURCHASER

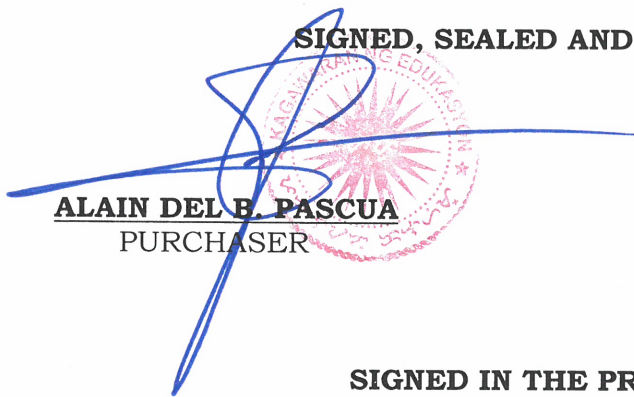
7. The **Supplier** shall be liable for damages for the delay in its performance of the Contract and shall pay the **Purchaser** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the **Purchaser**. The **Purchaser** shall deduct the liquidated damages from any money due or which may become due to the **Supplier**, or collect from any of the securities or warranties posted by the **Supplier**, whichever is convenient to the **Purchaser**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

8. If any dispute or difference of any kind whatsoever shall arise between the **Purchaser** and the **Supplier** in connection with or arising out of this

Contract, the parties shall make effort to resolve amicably such dispute or difference by mutual consultation. In case the **Purchaser** and the **Supplier** failed to mutually resolved their dispute in accordance with the GCC Clause 20 of Bidding Documents, the dispute shall be resolved in accordance with Republic Act 9285 (RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the **Purchaser** shall pay the **Supplier** any monies due the **Supplier**.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

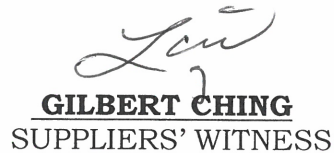
SIGNED, SEALED AND DELIVERED BY:

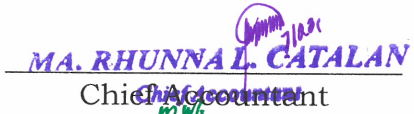

ALAIN DEL B. PASCUA
PURCHASER


IVAN N. TE
SUPPLIER

SIGNED IN THE PRESENCE OF:


ANNABELLE R. PANGAN
PURCHASER'S WITNESS


GILBERT CHING
SUPPLIERS' WITNESS

FUNDS AVAILABLE: ₱20,343,850-	OS NO.: _____
 MA. RHUNNA L. CATALAN Chief Accountant	Amount: _____

BCN 2698 / AC-19-EPD-BEP-SF-2686
310200100006000(GM) - ₱20,343,850.
ALLOTMENT AVAILABLE
✓
SELWYN C. BRIONES
Supervising Administrative Officer
OIC, Budget Division

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of JUL 26 2019 **QUEZON CITY**, _____ personally appeared the following and presented their competent proof of identification:

Name	Any Government I.D.		
	I.D.	Control No.	Expiry Date
ALAIN DEL B. PASCUA Undersecretary PURCHASER	Passport	EC7146422	17 March 2021
IVAN N. TE President SUPPLIER	TIN	115-139-226-000	N/A

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged 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 five (5) 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 place first above written.

NOTARY PUBLIC
Until December 31, _____

Doc. No. 472
Page No. 80
Book No. 78
Series of 2019

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323642 – 1-03-2019/ QC
IBP No. AR14460591 – 12-17-2018/ QC
Roll No. 30457 – 05-09-80
MCLE 5-0012536 – 12-21-2015
Adm. Matter No NP 270 (2018-2019)

Gilbert Ching
GILBERT CHING
SUPPLIER'S WITNESS

Ivan N. Te
IVAN N. TE
SUPPLIER

Annabelle R. Pangani
ANNABELLE R. PANGANI
PURCHASER'S WITNESS

Alain Del B. Pascua
ALAIN DEL B. PASCUA
PURCHASER