



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
 Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



PROJECT: **Subscription to Research Journal**  
 CONTRACT NO.: **2019-07-PS3(001)-BV-NP2FB033-C023**

**CONTRACT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of **27 DEC 2019** 2019 by and between:

**CE-LOGIC INCORPORATED**, represented herein by its Authorized Representative, **KRYSTEL JOYCE L. EUGENIO**, with office address at 839 EDSA South Triangle, Quezon City, Metro Manila, Philippines, (hereinafter referred to as the **"SERVICE PROVIDER"**) of the other part,

-and-

**DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **JESUS L.R. MATEO**, as per Department Order No. 67, s. 2016 (hereinafter referred to as the **"PURCHASER"**) of the one part;

**WHEREAS**, the **PURCHASER** is in need of services for the subscription to online academic journals in order to answer the immediate need of **PURCHASER'S** teachers, administrators, and technical personnel for relevant references and scholarly work to aid in their conduct of rigorous and strengthen evidence-based policymaking in DepEd;

**WHEREAS**, after two (2) failed bidding, the BAC convened and agreed to resort to Negotiated Procurement – Two (2) Failed Biddings upon receipt of a justification from the End-user; Request for Quotation (RFQ) No. 2019-07-PS3(001)-BV-NP2FB-033 was posted and sent to CE Logic, Inc., Megatexts Phils., Inc., and Libtech Source Philippines, Inc.;

**WHEREAS**, two (2) bidders submitted quotations namely, (i) Libtech Source Philippines, Inc and (ii) CE Logic, Inc.; Libtech Source Philippines, Inc. was declared as bidder having the lowest calculated quotation, however, was post-disqualified due to non-compliance with Technical Specifications of the project and declared CE-Logic Inc. as bidder having the second-lowest calculated quotation; after discussion of the results of the post-qualification, declared **SERVICE PROVIDER** as the bidder having the Lowest Calculated Responsive Quotation;

*Royce M. Guerrero*  
 SERVICE PROVIDER'S WITNESS

*KRYSTEL JOYCE L. EUGENIO*  
 SERVICE PROVIDER

*ROGER B. MASAPOL*  
 PURCHASER'S WITNESS

*JESUS L.R. MATEO*  
 PURCHASER

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**WHEREAS**, the **PURCHASER** passed and approved Resolution to Award No. 2019-07-PS3(001)-BV-NP2FB-033 in favor of **SERVICE PROVIDER** in the sum of **PHILIPPINE PESOS THREE MILLION and 00/100 (PHP3, 000,000.00) ONLY**, (hereinafter called the "**CONTRACT PRICE**").

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

1. In this **Agreement**, 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, be read and construed as part of the Contract:
  - a) Resolution to Award No. 2019-07-PS3(001)-BV-NP2FB-033 dated 09 September 2019 and its Annexes;
  - b) Notice of Award;
  - c) Request for Quotation No. 2019-07-PS3(001)-BV-NP2FB-033 dated 26 July 2019 and all its annexes.
3. The **PURCHASER** engaged the services of **SERVICE PROVIDER** which shall last for one (1) year from the provision to DepEd of access credentials from **SERVICE PROVIDER**;
4. The **SERVICE PROVIDER** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of the **PURCHASER**, and shall be forfeited in the event it is established that the **SERVICE PROVIDER** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by the **PURCHASER** of the Certificate of Final Acceptance. For this purpose, the **SERVICE PROVIDER** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from the **PURCHASER**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;
5. The services supplied under this **Agreement** should conform to the Technical Specifications and standards mentioned in the Request for Quotation (RFQ);

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ROGER B. MASAPOL  
PURCHASER'S WITNESS

  
KRISTEL JOYCE L. EUGENIO  
SERVICE PROVIDER

  
JESUS L.R. MATEO  
PURCHASER

  
JESUS L.R. MATEO  
PURCHASER

  
ROGER B. MASAPOL  
PURCHASER'S WITNESS

  
KRISTEL JOYCE  
SERVICE PROVIDER

  
ROGER B. MASAPOL  
PURCHASER'S WITNESS

  
JESUS L.R. MATEO  
PURCHASER

6. In consideration of the **Contract Price** mentioned herein to be paid by the **PURCHASER** to the **SERVICE PROVIDER**, the **SERVICE PROVIDER** hereby covenants to provide all of the incidental and additional services as specified in Annex "C" – Schedule of Requirements, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;
7. Services/subscriptions wrongly delivered or non-compliant with the required specifications shall be rejected by the **PURCHASER** and replaced by the **SERVICE PROVIDER**. The **PURCHASER** shall have the option to inspect the **SERVICE PROVIDER's** premises covered by the contract, at any time or stage of contract implementation, to monitor and assess **SERVICE PROVIDER's** capacity to discharge its contractual obligations;
8. The **SERVICE PROVIDER** shall deliver the services/subscription to the appropriate delivery site only as indicated in the Request for Quotation (RFQ) unless otherwise instructed by the **PURCHASER**, for good reason, services/subscription delivered to another delivery site without the **PURCHASER'S** authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the Agreement;
9. The services/subscription contemplated under this **Agreement** shall be inspected and/or tested by the **PURCHASER** either prior to delivery, at the **SERVICE PROVIDER's** premises, or at the delivery sites, or both, in accordance with the provisions of Special Conditions of Contract, the Schedule of Requirements, or otherwise indicated in other parts of the Request for Quotation (RFQ);
10. In case the **SERVICE PROVIDER** encounters condition(s) impeding timely delivery of the services/subscriptions, the **SERVICE PROVIDER** shall notify the **Purchaser** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done as soon as circumstances providing justification for such requests have become apparent. **SERVICE PROVIDER** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;

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11. The **Contract Price** shall be paid to the **SERVICE PROVIDER** through the Government disbursement procedures as follows:

Payment	Milestone
Fifty percent ( <b>50%</b> )	Confirmation of access for fifty percent (50%) of target locations
Twenty-five percent ( <b>25%</b> )	Conduct of training for end-users of journals
Twenty-five percent ( <b>25%</b> )	Confirmation of access for one hundred percent (100%) of target locations

12. Payment shall be made to the **SERVICE PROVIDER** as promptly as possible after the date of acceptance of services/subscriptions at the Delivery Site and upon submission of the documents (i) to (vi) specified in SCC Clause 6.2 and other documents required in accounting and auditing rules and regulations;
13. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a Special Bank Guarantee in the amount equal to at least three percent (3%) of the Contract Price as required under Section 62 of R.A. 9184 and its revised IRR;
14. The **SERVICE PROVIDER** shall be liable for the 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 recipient school concerned. The **PURCHASER** shall deduct the liquidated damages from any money due or which may become due to the **SERVICE PROVIDER**, or collect from any of the securities or warranties posted by the **SERVICE PROVIDER**, whichever is convenient to the **PURCHASER**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **PURCHASER** may, at its option, and taking into account the greater advantage to the government, rescind or terminate the **Agreement**, without prejudice to other causes of action and remedies open to the **PURCHASER**;

  
**ROGER B. MASAPOL**  
 PURCHASER'S WITNESS

  
**KRYSTEL JOYCE L. EUGENIO**  
 SERVICE PROVIDER


  
**ROGER B. MASAPOL**  
 PURCHASER'S WITNESS

  
**JESUS L.R. MATEO**  
 PURCHASER

15. 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 Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

  
**JESUS L.R. MATEO**  
Undersecretary  
PURCHASER


  
**KRYSTEL JOYCE L. EUGENIO**  
Authorized Representative  
SERVICE PROVIDER

SIGNED IN THE PRESENCE OF:

  
**ROGER B. MASAPOL**  
Purchaser's Witness

  
Service Provider's Witness

APPROVED BY:

  
**ATTY. SALVADOR C. MALANA III**  
Assistant Secretary  
Procurement and Administration



CERTIFIED FUNDS AVAILABLE: ₱3,000,000-

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY,  
Philippines, this 27 DEC 2019 2019 personally appeared:

**NAME**

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

**JESUS L.R. MATEO**  
Undersecretary  
PURCHASER

006-0091-5755-0

**KRYSTEL JOYCE L. EUGENIO**  
*Authorized Representative*  
SERVICE PROVIDER

N04-16-008552

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 PURCHASER-SERVICE PROVIDER AGREEMENT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrumental 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.

Doc. No. 430 ;  
Page No. 79 ;  
Book No. III ;  
Series of 2019.

**NOTARY PUBLIC**

*[Signature]*  
**Atty. SITRO G. TAJONERA**  
Notary Public for Quezon City  
NP No. 136, until Dec. 31, 2019

Roll No. 54004

IBP No. AR61192734; 1-23-19 Quezon City  
PTR No. 7506900; 1-18-19; Quezon City  
MCLE Compliance No. VI - 0020435, 04-14-22  
839 EDSA, Brgy. South Triangle, Quezon City  
Tel. No. 929-5088 loc. 133

*[Signature]*  
Rogeevic Y. Guevarra  
SERVICE PROVIDER'S WITNESS

*[Signature]*  
KRYSTEL JOYCE L. EUGENIO  
SERVICE PROVIDER

*[Signature]*  
ROGER B. MASAPOL  
PURCHASER'S WITNESS

*[Signature]*  
JESUS L.R. MATEO  
PURCHASER