



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: **Procurement of Fluoride Varnish to be applied to Kinder to Grade 3 Learners Semi-Annually**

CONTRACT NO.: **2019-10-BLSS2(003)-BIV-CB035-C136**

CONTRACT

JUN 04 2020

THIS CONTRACT made and entered into this ____ day of 2020 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary for Administration, **ALAIN DEL B. PASCUA**, as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DepEd**") of the one part; and **EEA ENTERPRISE** represented herein by its Manager and Authorized Representative, **PETER T. NG** with office address at Lim Building, Villa Abrille St., Brgy. 30-C, Poblacion District, Davao City, Philippines, (hereinafter referred to as "**EEA ENTERPRISE**") of the other part.

WHEREAS, DEPED invited bids for certain goods and ancillary services stated in the above-mentioned project consisting of one (1) lot, and received bids from three (3) bidders; **DepEd** opened, read, and evaluated the bids of the three (3) bidders and declared **EEA ENTERPRISE** as having the lowest calculated bid for the said lot; after evaluation, **DepEd** post-qualified and declared the bid of **EEA ENTERPRISE** as the lowest calculated responsive bid;

WHEREAS, DepEd passed and approved Resolution to Award No. 2019-10-BLSS2(003)-BIV-CB-035 in favor of **EEA ENTERPRISE**, in the sum of **PHILIPPINE PESOS ONE HUNDRED SEVENTEEN MILLION ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED FORTY and 00/100 (Php117,199,440.00) ONLY**, (hereinafter called the "**Contract Price**").

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

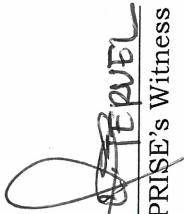
1. In this **Contract**, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form, be read and construed as part of the Contract:
 - a) **EEA ENTERPRISE'S** Bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

ROMEO T. TERUEL
EEA ENTERPRISE's Witness

PETER T. NG
EEA ENTERPRISE

RIZALINO JOSE T. ROSALES
DEPED's Witness

ALAIN DEL B. PASCUA
Department of Education

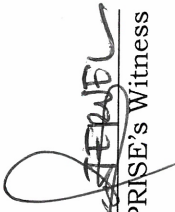

ROMEO
EEA ENTERPRISE's Witness


PETER T. NG
EEA ENTERPRISE


RIZALINO JOSE T. ROSALES
DEPED's Witness

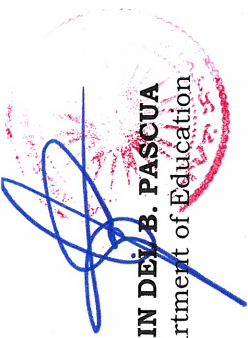

ALAIN DEL B. PASCUA
Department of Education

- b) Resolution to Award No. 2019-10-BLSS2(003)-BV-CB-035 dated 20 January 2020;
 - c) Notice of Award;
 - d) The Philippine Bidding Documents;
 - e) General and Special Conditions of the Contract;
 - f) Performance Security;
 - g) Submitted Price Schedule Form of the Bidder;
3. The items shall be delivered within **ninety (90) calendar days** from receipt of **EEA ENTERPRISE** of the Notice to Proceed;
4. **EEA ENTERPRISE** 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 **DepEd**, and shall be forfeited in the event it is established that **EEA ENTERPRISE** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DepEd** of the Certificate of Final Acceptance. For this purpose, **EEA ENTERPRISE** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, 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 goods supplied under this **Contract** should conform to the Section VII. Technical Specifications and standards mentioned in Section VI -Schedule of Requirements;
6. In consideration of the **Contract Price** mentioned herein to be paid by **DepEd** to **EEA ENTERPRISE**, **EEA ENTERPRISE** hereby covenants to provide all of the incidental and additional services as specified in Section VI – Schedule of Requirements, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;
7. Goods delivered with defects or non-compliant with the required specifications shall be rejected by **DepEd** and replaced by **EEA ENTERPRISE**. **DepEd** shall have the option to inspect **EEA ENTERPRISE's** premises covered by the contract, at any time or stage of contract implementation, to monitor and assess **EEA ENTERPRISE'S** capacity to discharge its contractual obligations;
8. **EEA ENTERPRISE** shall deliver the goods to the appropriate recipient schools only as indicated in the allocation list


ROMEO C. SERRANO
EEA ENTERPRISE's Witness

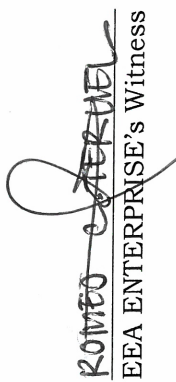

PETER T. NG
EEA ENTERPRISE


RIZALINO JOSE T. ROSALES
DEPED's Witness


ALAIN DEL B. PASCUA
Department of Education

attached to the Bidding Documents unless otherwise instructed by **DepEd**, for justifiable cause. Goods delivered to another school other than the recipient school without **DepEd's** written 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 Contract;

9. The procured goods or items contemplated under this Contract shall be inspected and/or tested by **DepEd** either prior to delivery at **EEA ENTERPRISE'S** premises, or at the delivery sites, or both, at the option of **DepEd**, in accordance with the provisions of Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents;
10. In case **EEA ENTERPRISE** encounters condition(s) impeding timely delivery of the goods, **EEA ENTERPRISE** shall promptly notify **DepEd** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. **EEA ENTERPRISE** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
11. The **Contract Price** shall be paid to **EEA ENTERPRISE** through the Government disbursement procedures as follows:
 - 11.1. Upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract;
 - 11.2. **EEA ENTERPRISE** may submit a request for payment based on **EEA ENTERPRISE'S** monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **EEA ENTERPRISE**, as approved by the duly authorized representative of **DepEd**, that the items have been delivered and/or properly installed and commissioned;
 - 11.3. Payment shall be made to **EEA ENTERPRISE** as promptly as possible after the date of acceptance of Goods at the Project Site and upon submission of the documents (i) to


ROMEO
EEA ENTERPRISE's Witness

(vii) specified in SCC Clause 6.2 and other documents required in accounting and auditing rules and regulations, in the following manner:

11.3.i. For the initial progress payment, a minimum of twenty five percent (25%) of the Contract Price shall be paid to the Supplier upon delivery of a minimum of twenty five percent (25%) of the requirement under this Agreement duly delivered and accepted by **DepEd's** authorized representative;

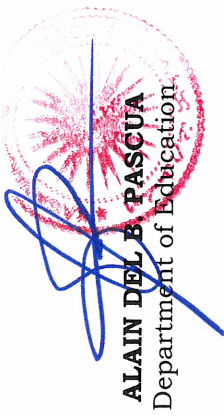
11.3.ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.


PETER T. NG
EEA ENTERPRISE

12. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment, or a Special Bank Guarantee in the amount equal to three percent (3%) of the Contract Price as required under Section 62 of R.A. 9184 and its revised IRR;


RIZALINO JOSE T. ROSALES
DEPED's Witness

13. **EEA ENTERPRISE** shall be liable for the damages for the delay in its performance of the Contract and shall pay **DepEd** 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. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **EEA ENTERPRISE**, or collect from any of the securities or warranties posted by the **EEA ENTERPRISE**, whichever is convenient to **DepEd**. Once the cumulative amount of liquidated damages reaches ten percent (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.


ALAIN DEL B. PASCUA
Department of Education

14. 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 Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary
DEPARTMENT OF EDUCATION



PETER T. NG
Manager/ Authorized Representative
EEA ENTERPRISE

SIGNED IN THE PRESENCE OF:


RIZALINO JOSE T. ROSALES
DepEd's Witness *yo ✓*


ROMEO CORTZUEL
EEA ENTERPRISE's Witness

APPROVED BY:


LEONOR MAGTOLIS BRIONES
Secretary
Department of Education

01 JUN 2020 

CERTIFIED FUNDS AVAILABLE: *9117,199,440.-*


MA. RHUNNA L. CATALAN
Chief Accountant

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

Pasig City

ACKNOWLEDGMENT

Pasig City

BEFORE ME, a Notary Public in and for _____,
Philippines, this JUN 04 2020 day of _____ 2020 personally appeared:

NAME

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

ALAIN DEL B. PASCUA

Undersecretary
DepEd

PETER T. NG

Manager/Authorized Representative
EEA ENTERPRISE

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 six (6) 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.

Doc. No. 126;
Page No. 27;
Book No. 10;
Series of 2020.

ATTY. MARCUS ABREU M. BAÑARES
NOTARY PUBLIC

Commission No. 259-2020
Until Dec. 31, 2021

706-B Diamante St., Jackie Louville Subd., Bgy. BF, Pque City
Roll No. 58093 / 4/31/10

IBP No. 093855 / 10/29/19 /Pasig City
PTR No. 2214890 / 01/02/20 /Pque City
MCLE Compl. No. VI-0019512 / 02/28/19 /Pasig City