



Republic of the Philippines
DEPARTMENT OF EDUCATION

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



D. P. B. H.
 REX BOOKSTORE'S Witness

PROJECT: **Procurement of Manuscripts for Grades 2, 3, 4, 8, 9 and SHS**

CONTRACT NO.: **2019-10-BLR2(001)-BIII-CB028- C111**

CONTRACT

27 DEC 2019

THIS Contract made and entered into this ____ day of _____, 20__ by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Assistant Secretary for Curriculum and Instruction, **ALMA RUBY C. TORIO**, as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DEPED**"); and **REX BOOKSTORE, INC.**, located at 84-86 P. Florentino St., Sta. Mesa Heights, Quezon City, Philippines, represented herein by its Authorized Representative, **DON TIMOTHY I. BUHAIN**, (hereinafter referred to as "**REX BOOKSTORE**");

WHEREAS, DEPED, through the Bureau of Learning Resources (BLR), is in need of publisher for the above mentioned project and issued a Resolution for Shortlisting No. 2019-10-BLR2(001)-BIII-CB-028 on November 14, 2019;

WHEREAS, three (3) prospective bidders submitted eligibility documents and were declared as shortlisted bidders; **DEPED** opened, rated and evaluated the bids of the three (3) shortlisted bidders and declared **REX BOOKSTORE** as the highest rated bid for Lot Nos. 13 and 15; after evaluation, **DEPED** post-qualified and declared the bid of **REX BOOKSTORE** as the highest rated responsive bid for Lot Nos. 13 and 15;

WHEREAS, DEPED passed and approved Resolution to Award No. 2019-10-BLR2(001)-BIII-CB-028 dated December 26, 2019 in favor of **REX BOOKSTORE** in the sum of **PHILIPPINE PESOS THREE MILLION FOUR HUNDRED NINETY-NINE THOUSAND and 00/100 (3,499,000.00) ONLY**, (hereinafter called the "**Contract Price**") as follows:

LOT NO.	Subject Area	Amount (Php)
	Senior High School	
15	Philippine Politics and Governance	3,499,000

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

DON TIMOTHY I. BUHAIN
 REX BOOKSTORE

EDEL B. CARAG
 Director III
 Officer-In-Charge, Office of the Director IV
 DEPED's Witness

ALMA RUBY C. TORIO
 DEPED

D. L. N.
 REX BOOKSTORE's Witness

[Signature]
 DON TIMOTHY I. BUHAIN
 REX BOOKSTORE

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 this **Contract**:
 - a) **REX BOOKSTORE's** Bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - b) Resolution to Award No. 2019-10-BLR2(001)-BIII-CB-028 dated December 26, 2019 and its Annexes;
 - c) Notice of Award;
 - d) Request for Expression of Interest;
 - e) Terms of Reference;
 - f) General and Special Conditions of the Contract;
 - g) Bid Bulletin No. 1 dated October 22, 2019
 Bid Bulletin No. 2 dated October 26, 2019
 Bid Bulletin No. 3 dated October 29, 2019
 Bid Bulletin No. 4 dated November 3, 2019
 Bid Bulletin No. 5 dated November 4, 2019
 Bid Bulletin No. 6 dated November 18, 2019
 Bid Bulletin No. 7 dated November 26, 2019
 Bid Bulletin No. 8 dated November 28, 2019, and
 Bid Bulletin No. 9 dated December 19, 2019

3. **REX BOOKSTORE** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **REX BOOKSTORE** is in default of any of its obligation under this contract. The performance security shall be in force and effect until issuance by **DEPED** of the Certificate of Final Acceptance.

4. The parties shall have a Contract Implementation Timeline of **one hundred twenty (120) calendar days** to produce the ready-to-print manuscripts broken down as follows:


Activity	Schedule
First revision of Manuscripts by REX BOOKSTORE	Thirty (30) calendar days
Review of First Revised Manuscripts by DEPED	Seven (7) calendar days
Second revision of Manuscripts by REX BOOKSTORE	Twenty Three (23) calendar days
Conformance Review by focal with the author/s	Thirty (30) calendar days
Final Review of the Editorial Board (including sign-off)	Thirty (30) calendar days

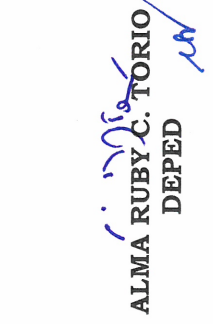
[Signature]
 EDEL B. CARAG
 Director III
 Officer-in-Charge, Office of the Director IV
 DEPED's Witness

[Signature]
 ALMA RUBY C. TORIO
 DEPED


REX BOOKSTORE's Witness


DON TIMOTHY I. BUHAIN
REX BOOKSTORE


EDEL B. CARAG
Director III
Officer-In-Charge, Office of the Director IV
DEPED's Witness



ALMA RUBY C. TORIO
DEPED

5. The manuscripts covered under this **Contract** should conform to the standards mentioned in Section VI. Terms of Reference.
6. In case **REX BOOKSTORE** encounters condition(s) impeding timely compliance of the contract implementation timeline, it shall promptly notify **DEPED** in writing of such condition(s), and any request for extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. **REX BOOKSTORE** must provide sufficient proof to support such request.
7. Payment of the **Contract Price** shall be made only after the complete ready-to-print copies of the manuscripts shall have been submitted by **REX BOOKSTORE** and approved as satisfactory by **DEPED** through the issuance of a Certificate of Final Acceptance. Terms of payment shall be in accordance with the usual government disbursement procedures.
8. **DEPED** shall have the right to print and reprint the manuscripts within **ten (10) years regardless of the number of copies**. Negotiation on the copyright fee for the additional copies to be printed and distributed shall be based, among others, on computed cost per copy based on awarded cost.
9. If **REX BOOKSTORE** fails to deliver any or all of the Services within the period(s) specified in this Contract, **DEPED** shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract, **DEPED** may consider termination of this Contract, without prejudice to other courses of action and remedies available under the circumstances.
10. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes arising from the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions under 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:


ALMA RUBY C. TORIO
Assistant Secretary
DEPED


DON TIMOTHY I. BUHAIN
Authorized Representative
REX BOOKSTORE

SIGNED IN THE PRESENCE OF:


EDEL B. CARAG
Director III
Officer-In-Charge, Office of the Director IV


DEPED's Witness


REX BOOKSTORE's Witness

APPROVED BY:


DIOSDADO M. SAN ANTONIO
Undersecretary for Curriculum and Instruction
DEPED

CERTIFIED FUNDS AVAILABLE: ₱3,499,000.00


MA. RHUNNA L. CATALAN
Chief Accountant



D. B. Carag
REX BOOKSTORE'S Witness

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

QUEZON CITY M.M.

ACKNOWLEDGMENT

QUEZON CITY M.M.

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of 27 DEC 2019 20__ personally appeared:

NAME

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

Alma Ruby C. Torio
ALMA RUBY C. TORIO
Assistant Secretary
DEPED

DON TIMOTHY I. BUHAIN
Authorized Representative
REX BOOKSTORE

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 five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses 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. 3778;
Page No. 67; *fourteen*
Book No. 32;
Series of 20 19

Rosalinda A. Montenegro
ATTY. ROSALINDA A. MONTENEGRO
NOTARY PUBLIC
Notary Public
PTR No. 5609932-1/4/19
IBP No. AR4792020-1-04-19, Q.C.
Roll No. 68165
MCLC Compliance No. VI-005347
Unit 200 Acce Bldg. 137 Malabon St.
Quezon City

Don Timothy I. Buhain
DON TIMOTHY I. BUHAIN
REX BOOKSTORE

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Officer-In-Charge, Office of the Director IV
DEPED's Witness

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