



PROJECT: Procurement of Medical Supplies (Rebid)

CONTRACT NO.: 2020c-BLSS2(003)-BI-CB-014

### CONTRACT AGREEMENT

**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, \_\_\_\_\_, as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DepEd**"); and \_\_\_\_\_ represented herein by its Authorized Representative, \_\_\_\_\_ with office address at \_\_\_\_\_, Philippines, (hereinafter referred to as "**\_\_\_\_\_**").

**DepEd** and \_\_\_\_\_ are collectively called "**PARTIES.**"

**WHEREAS, DepEd**, through the \_\_\_\_\_, is in need of a supplier for the procurement of medical supplies;

**WHEREAS, DEPED** invited bids for certain goods and ancillary services stated in the above-mentioned project consisting of nine (9) lots, and received bids from \_\_\_\_ (\_\_) bidders; **DepEd** opened, read, and evaluated the bids of the \_\_\_\_ (\_\_) bidders and declared \_\_\_\_\_ as having the lowest calculated bid for the said **Lot** \_\_\_\_; after evaluation, **DepEd** post-qualified and declared the bid of \_\_\_\_\_ as the lowest calculated responsive bid for **Lot** \_\_\_\_ in the sum of **PHILIPPINE PESOS** \_\_\_\_\_ **MILLION** \_\_\_\_\_ **THOUSAND** \_\_\_\_\_ and **00/100 (PhP** \_\_\_\_\_ **.00) ONLY**, (hereinafter called the "**Contract Price**"), detailed as follows:

Lot No.	Region	Description	Quantity	Amount (in Php)
1				
<b>TOTAL</b>				

#### NOW THIS AGREEMENT WITNESSETH 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:

- i. Philippine Bidding Documents (PBD);
    - a. Schedule of Requirements;
    - b. Technical Specification;
    - c. General and Special Conditions of the Contract; and
    - d. Supplemental/Bid Bulletin No. \_\_\_\_\_ dated \_\_\_\_\_.
  - ii. \_\_\_\_\_ bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and \_\_\_\_\_ conforme thereto; and
  - v. [Other contract documents required by existing laws and/or DepEd in the PBD. \_\_\_\_\_ agree that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and warranty Security, shall form part of the Contract.
3. The items shall be delivered within **one hundred twenty (120) calendar days** from receipt of \_\_\_\_\_ of the Notice to Proceed;
  4. \_\_\_\_\_ 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 \_\_\_\_\_ 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, \_\_\_\_\_ 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 \_\_\_\_\_, \_\_\_\_\_ 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 \_\_\_\_\_. **DepEd**

shall have the option to inspect \_\_\_\_\_ premises covered by the contract, at any time or stage of contract implementation, to monitor and assess \_\_\_\_\_ capacity to discharge its contractual obligations;

8. \_\_\_\_\_ shall deliver the goods to the project site - DepEd Central Office unless otherwise instructed by **DepEd**, for justifiable cause. Goods delivered to another project site other than the DepEd Central Office 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. In case \_\_\_\_\_ encounters condition(s) impeding timely delivery of the goods, \_\_\_\_\_ 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. \_\_\_\_\_ must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
10. The **Contract Price** shall be paid to \_\_\_\_\_ through the Government disbursement procedures as follows:
  - 10.1. 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;
  - 10.2. \_\_\_\_\_ may submit a request for payment based on \_\_\_\_\_ 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 \_\_\_\_\_, as approved by the duly authorized representative of **DepEd**, that the items have been delivered;
  - 10.3. Payment shall be made to \_\_\_\_\_ as promptly as possible after the date of acceptance of Goods at the Project Site and upon submission of the documents specified in SCC Clause 2.2 and other documents required in accounting and auditing rules and regulations, in the following manner:
    - 10.3.i. 100% of payment shall be made upon 100% completion/delivery of the requirement under this Contract duly delivered and accepted by DepEd's authorized representative;
    - 10.3.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.

11. \_\_\_\_\_ 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 \_\_\_\_\_, or collect from any of the securities or warranties posted by the \_\_\_\_\_, 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.
  
12. 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:

\_\_\_\_\_  
Department of Education

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
DepEd's Witness

\_\_\_\_\_  
Witness

APPROVED BY:

\_\_\_\_\_  
Department of Education

CERTIFIED FUNDS AVAILABLE:

\_\_\_\_\_  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA ) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_ day of \_\_\_\_\_ 2020 personally appeared:

**NAME**

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

\_\_\_\_\_  
DepEd

\_\_\_\_\_  
*Authorized Representative*

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 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. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2020.

**NOTARY PUBLIC**