



PROJECT: Procurement of Health Supplies for KINDER to GRADE 6 (REBID)

CONTRACT NO.: 2020c-BLSS2(001)-BI-CB003-C020

CONTRACT AGREEMENT

DEC 29 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"); and **JV of G-WELL GENERAL MERCHANDISE AND HOLY FAMILY PRINTING CORPORATION** represented herein by its Authorized Representative, **MR. CRESENCIO M. GOMEZ**, with office address at 173 Jose Abad Santos Street Parian, Mexico, Pampanga, Philippines, (hereinafter referred to as "JV OF G-WELL AND HOLY FAMILY").

DepEd and **JV OF G-WELL AND HOLY FAMILY** are collectively called "PARTIES."

WHEREAS, DepEd, through the Bureau of Learners Support Services-School Health Division (BLSS-SHD), is in need of a supplier for the procurement of health supplies;

WHEREAS, **DEPED** invited bids for certain goods and ancillary services stated in the above-mentioned project consisting of four (4) lots, and received bids from seven (7) bidders; **DepEd** opened, read, and evaluated the bids of the seven (7) bidders, and, after evaluation, **DepEd** post-qualified and declared the bid of **JV OF G-WELL AND HOLY FAMILY** as the lowest calculated responsive bid for **Lot 1** in the sum of **PHILIPPINE PESOS NINETY MILLION ONE HUNDRED FORTY-TWO THOUSAND ONE HUNDRED FIFTY and 00/100 (PhP90,142,150.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Region	Description	Quantity	Amount (in Php)
1	CAR	i. Kiddie Toothbrushes ii. Toothpaste iii. Liquid Hand soap	5,364	90,142,150.00
	I		15,656	
	II		13,125	
	III		36,903	

Mesa
 Witness
 JV of G-Well & Holy Family's Witness

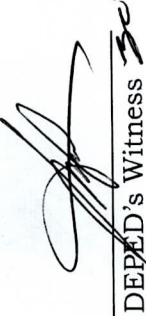
Crencio M. Gomez
 CRESENCIO M. GOMEZ
 JV of G-Well & Holy Family

Alain Del B. Pascua
 WITNESS
 DEPED'S WITNESS

Alain Del B. Pascua
 ALAIN DEL B. PASCUA
 Department of Education


JV of G-Well & Holy Family's Witness


CRESENCIO M. GOMEZ
JV of G-Well & Holy Family


DEPED's Witness

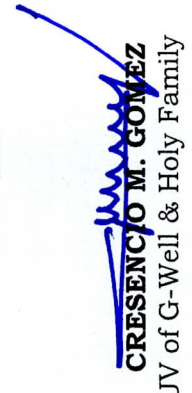

ALAIN DELA PASCUA
Department of Education

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 Nos. 1 and 2 dated 24 August 2020 and 03 September 2020, respectively
 - ii. **JV OF G-WELL AND HOLY FAMILY's** 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 **JV OF G-WELL AND HOLY FAMILY's** conforme thereto; and
 - v. [Other contract documents required by existing laws and/or DepEd in the PBD. **JV OF G-WELL AND HOLY FAMILY** 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 **NINETY (90) calendar days** from receipt of **JV OF G-WELL AND HOLY FAMILY** of the Notice to Proceed;

JV OF G-WELL AND HOLY FAMILY 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 **JV OF G-WELL AND HOLY FAMILY** 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, **JV OF G-WELL AND HOLY FAMILY** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, to ensure that it is


JV of G-Well & Holy Family's Witness


JV of G-Well & Holy Family


DEPED's Witness


ALAIN DELA PASCUA
Department of Education

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. Goods with defects or non-compliant with the required specifications shall be rejected by **DepEd** and replaced by **JV OF G-WELL AND HOLY FAMILY**. **DepEd** shall have the option to inspect **JV OF G-WELL AND HOLY FAMILY** premises covered by the contract, at any time or stage of contract implementation, to monitor and assess **JV OF G-WELL AND HOLY FAMILY** capacity to discharge its contractual obligations;

7. **JV OF G-WELL AND HOLY FAMILY** shall ensure that the goods or items stored in its warehouse are available for inspection by **DepEd** at any time prior to pick-up/hauling of the goods or items by **DepEd Logistics**. **JV OF G-WELL AND HOLY FAMILY** shall notify **DepEd** when the goods or items are ready for pick-up/hauling from its warehouse and ensure that the goods or items are sealed, ready and fit for transport.

8. In case **JV OF G-WELL AND HOLY FAMILY** encounters condition(s) impeding timely pick-up/hauling of the goods, **JV OF G-WELL AND HOLY FAMILY** 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. **JV OF G-WELL AND HOLY FAMILY** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;

9. The **Contract Price** shall be paid to **JV OF G-WELL AND HOLY FAMILY** through the Government disbursement procedures as follows:

9.1. 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;

9.2. **JV OF G-WELL AND HOLY FAMILY** may submit a request for payment based on the monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items picked-up/hauling based on the schedule of hauling and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including

certification by **JV OF G-WELL AND HOLY FAMILY**, as approved by the duly authorized representative of **DepEd**, that the items have been picked-up/hailed;

9.3. Payment shall be made to **JV OF G-WELL AND HOLY FAMILY** as promptly as possible after the date of acceptance of Goods at **JV OF G-WELL AND HOLY FAMILY**'s warehouse and upon submission of the documents specified in SCC Clause 6.2 and other documents required in accounting and auditing rules and regulations, in the following manner:

9.3.i. For the initial progress payment, a minimum of 25% of the Contract Price of this lot shall be paid to **JV OF G-WELL AND HOLY FAMILY** upon a minimum of 25% picked-up/hailed of the requirement of this lot and duly accepted by **DepEd**'s authorized representative;

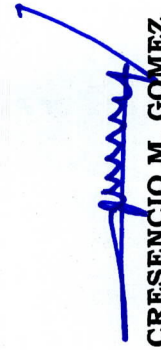
9.3.ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.


10. 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;

11. **JV OF G-WELL AND HOLY FAMILY** 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 pick-up/hauling for every day of delay until such goods are finally picked-up/hailed and accepted by the **DepEd**'s authorized representative. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **JV OF G-WELL AND HOLY FAMILY**, or collect from any of the securities or warranties posted by the **JV OF G-WELL AND HOLY FAMILY**, 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


JV of G-Well & Holy Family's Witness


CRESENCIO M. GOMEZ
JV of G-Well & Holy Family


DEPED's Witness




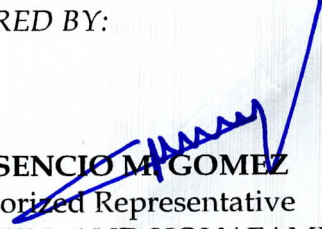
ALAIN DEL B. PASCUA
Department of Education

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.

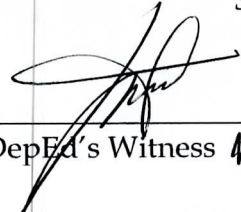
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

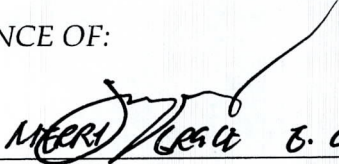
SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary
Department of Education


CRENCIO M. GOMEZ
Authorized Representative
JV OF G-WELL AND HOLY FAMILY
CORPORATION

SIGNED IN THE PRESENCE OF:


DepEd's Witness


Witness

APPROVED BY:


LEONOR BRIONES MAGTOLIS
Secretary
Department of Education

CERTIFIED FUNDS AVAILABLE: *390,142,150*


MA. RHUNNA L. CATALAN
Chief Accountant

310 400100011000 - 446,313,262.50
ALLOTMENT AVAILABLE (Cont.)
SELWYN C. BRIONES
Supervising Administrative Officer
OIC, Budget Division

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

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public in and for _____
Philippines, this _____ day of DEC 29 2020 2020 personally appeared:

NAME

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

ALAIN DEL B. PASCUA
Undersecretary
DepEd

CRESENCIO M. GOMEZ
Authorized Representative
JV OF G-WELL AND HOLY FAMILY

LICENSE NO. ND1-92-135184,
DEC. 20, 2016, LTO

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. 480;
Page No. 99;
Book No. 5;
Series of 2020.

ATTY. MARILYN M. LEE
Notary Public in and for Quezon City
Roll No. of Notary Nos 73510
NOTARY PUBLIC
IBF No. 12305105, 12/2020, QC
PTR No. 9290540, 1/2/2020, QC
Commission Expires on Dec. 31, 2020.