



**PROJECT:** Mass Production and Supply of Science and Mathematics Equipment Packages to Public Elementary for Grades 1 to 3 & Grades 4 to 6, Public Junior High School for Grades 7 to 10 and Public Senior High School for Grades 11 to 12 (Core and Stem)

**CONTRACT NO.:** 2021-BLR4(001to006)-BV-CB-009-C128

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of **AUG 26 2021** 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Secretary, **LEONOR MAGTOLIS BRIONES**, as per Department Order No. 023, s. 2021 (hereinafter referred to as "DEPED"); and **NIKKA TRADING** represented herein by its Authorized Representative, **JONATHAN R. ZULUETA**, with office address at Unit 1014 Cityland Herrera Tower, V.A. Rufino St. corner Valero St., Salcedo Village, Makati City, Metro Manila, Philippines (hereinafter referred to as "NIKKA TRADING").

DEPED and NIKKA TRADING are collectively called "**PARTIES.**"

**WHEREAS**, DEPED invited bids for the mass production and supply of Science and Mathematics Equipment Packages consisting of sixteen (16) Lots and received bids from eight (8) bidders; DEPED opened, read, and evaluated the bids of the eight (8) bidders and declared NIKKA TRADING as having the lowest calculated bid for Lot No. 6; after evaluation, DEPED post-qualified and declared the bid of NIKKA TRADING as the lowest calculated responsive bid for Lot No. 6 in the sum of **PHILIPPINE PESOS TWELVE MILLION, FOUR HUNDRED EIGHT THOUSAND, EIGHT HUNDRED TWENTY-FOUR and 15/100 (PhP 12,408,824.15) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Amount (PhP)
6	NON-POWERED: ACCESSORIES, CONSUMABLES AND SCAFFOLDS (MI-LOT 6)	12,408,824.15

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

*Ariz Delson Acay D. Cawilan*  
 NIKKA TRADING's Witness

*Jonathan R. Zulueta*  
 NIKKA TRADING

*Ariz Delson Acay D. Cawilan*  
 DEPED's Witness

*Leonor Magtolis Briones*  
 Department of Education

  
ARIZ DELSON ACAY D. CAWILAN  
DEPED's Witness

  
JONATHAN R. ZULUETA  
NIKKA TRADING

  
LEONOR MAGTOLIS BRIONES  
Department of Education

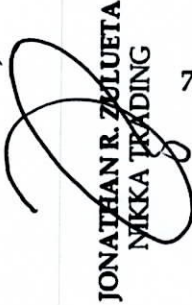
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i. Philippine Bidding Documents (PBD);
    - a. Schedule of Requirements;
    - b. Technical Specifications;
    - c. General and Special Conditions of the Contract;
    - d. Bid Bulletin No. 1 dated June 1, 2021;
    - e. Bid Bulletin No. 2 dated June 4, 2021;
    - f. Bid Bulletin No. 3 dated June 9, 2021; and
    - g. Bid Bulletin No. 4 dated June 15, 2021.
  - ii. NIKKA TRADING'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 NIKKA TRADING's conforme thereto; and
  - v. Other contract documents required by existing laws and/or DepEd in the PBD. NIKKA TRADING agrees 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 goods supplied by NIKKA TRADING under this Contract shall be picked-up or hauled by the third-party logistics provider designated by DEPED. Risk and title to the goods shall pass from NIKKA TRADING to DEPED upon receipt and final acceptance at NIKKA TRADING's warehouse. However, assembly, installation, start-up and/or commissioning of items, in cases where they are necessary, shall remain to be the responsibility and for the account of NIKKA TRADING notwithstanding inspection and acceptance at its warehouse or premises.
4. The goods shall be ready for pick-up or hauling by the third party logistics within **one hundred forty-four (144) calendar days** from receipt of NIKKA TRADING of the Notice to Proceed.
5. NIKKA TRADING 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 NIKKA TRADING is in default of any of its obligation under this contract. NIKKA TRADING shall be responsible for the extension of its performance security and/or undertake to renew its

 8.26.2021  
**ORIGINAL SIGNED**  
**CERTIFIED DUPLICATE COPY**  
CMDCOC-2021C128-012

performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.

6. The goods supplied under this Contract should conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, as amended by Bid Bulletin Nos. 1, 2, 3 and 4 dated June 1, 2021, June 4, 2021, June 9, 2021 and June 15, 2021, respectively, and must be in accordance with the technical specifications, a copy of which is hereto attached as Annex "A" and made an integral part hereof. Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those of the approved bids or samples shall be discretionary to **DEPED** and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory.
7. Goods with defects or non-compliant with the required specifications during pre-delivery inspection shall be replaced immediately by **NIKKA TRADING**, and replacement items shall be subjected to re-inspection. Goods with defects or non-compliant with the required specifications upon delivery shall be rejected by **DEPED** and replaced by **NIKKA TRADING** in accordance with the warranty provisions in the bidding documents. **DEPED** shall have the option to inspect **NIKKA TRADING's** premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **NIKKA TRADING's** capacity to discharge its contractual obligations.
8. The procured goods or items contemplated under this Contract shall be inspected by **DEPED** Inspectorate Team prior to pick-up or hauling from **NIKKA TRADING's** warehouse in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents.
9. In case **NIKKA TRADING** encounters condition(s) impeding timely delivery of the goods, **NIKKA TRADING** shall promptly notify **DEPED** Procurement Management Service-Contract Management Division (ProcMS-CMD) in writing of such condition(s). As a rule and on account of the emergency nature of this project, no work suspensions and/or contract delivery period extension shall be allowed.
10. The Contract Price shall be paid to **NIKKA TRADING** in accordance with the following disbursement procedures:
  - 10.1. An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain

  
NIKKA TRADING's Witness

  
JONATHAN R. ZELUETA  
NIKKA TRADING

  
ARIZ DELSON ACAY D. CAWILAN  
DEPED's Witness

  
LEONOR MAGTOLIS BRIONES  
Department of Education

valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2. **NIKKA TRADING** may submit a request for payment based on 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 (IARs), including certification by **NIKKA TRADING**, duly signed and dated by the authorized representative of the **DEPED** indicating that the items have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

10.3. Subject to the recoupment of the advance payment contemplated in Clause 10.1. above, and retention contemplated in the immediately succeeding clause, payment shall be made to **NIKKA TRADING** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

10.3.1. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to **NIKKA TRADING** upon a minimum of twenty-five percent (25%) delivery and acceptance of the items by **DEPED's** authorized representative;

10.3.2. 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. 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 required under Section 62 of R.A. 9184 and its revised IRR.

11.1. The warranty period of one year, for applicable items as specified in Annex "J" of the bidding documents, shall reckon from the date of issuance of Certificate of Final Acceptance by **DEPED**.

12. **NIKKA TRADING** shall be liable for liquidated damages for the delay in its performance 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 **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to

  
NIKKA TRADING's Witness

  
JONATHAN R. ZULUETA  
NIKKA TRADING

  
ARIZ DELSON ACAY D. CAVILAN  
DEPED's Witness


  
LEONOR MAGTOLIS BRIONES  
Department of Education

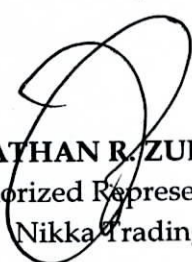
NIKKA TRADING, or collect from any of the securities or warranties posted by NIKKA TRADING, whichever is convenient to DEPED. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, DEPED may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

13. 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 governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

  
**LEONOR MAGTOLIS BRIONES**  
Secretary  
Department of Education

  
**JONATHAN R. ZULUETA**  
Authorized Representative  
Nikka Trading

SIGNED IN THE PRESENCE OF:

  
**ARIZ DELSON ACAY D. CAWILAN**  
DEPED's Witness

  
NIKKA TRADING's Witness

CERTIFIED FUNDS AVAILABLE: ₱12,408,824.15

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

  
ORIGINAL SIGNED  
CERTIFIED DUPLICATE COPY  
CMDCDC-2021C128-012

  
NIKKA TRADING's Witness

  
JONATHAN R. ZULUETA  
NIKKA TRADING

  
ARIZ DELSON ACAY D. CAWILAN  
DEPED's Witness

  
LEONOR MAGTOLIS BRIONES  
Department of Education

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

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for MAKATI CITY, Philippines,  
this \_\_\_\_ day of AUG 26 2021 2021 personally appeared:

**NAME**

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

**LEONOR MAGTOLIS BRIONES**  
Department of Education

**JONATHAN R. ZULUETA**  
Nikka Trading

Phil. Passport No. PG219471A  
Issued on 2/28/2018 at DFA NCR West

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. 247;  
Page No. 31;  
Book No. 96;  
Series of 2021.

**ATTY. OSIAS M. MERIOLES, JR.**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021

No. 33 J. P. Rizal Ext., Comembo, Makati City, Philippines  
PTR NO. 0025587 / 01/04/2021 / MAKATI CITY  
IBP NO. 137120 / 12/29/2020  
ROLL NO. 52598 / APPT. NO. M-134  
Tel. No. (02) 8882-7282

*[Signature]*  
NIKKA TRADING's Witness

*[Signature]*  
JONATHAN R. ZULUETA  
NIKKA TRADING

*[Signature]*  
ARIZ DELSON ACAY D. CAWIT, M.A.  
DEPED's Witness

*[Signature]*  
LEONOR MAGTOLIS BRIONES  
Department of Education

## Annex "A"

### Lot No. 6. NON-POWERED: ACCESSORIES, CONSUMABLES AND SCAFFOLDS

Item No.	Description	Technical Specifications
1	<p>Hexagonal Weigh Dishes Set, 50mL, 500 pcs/pack</p> <p>Quantity: 3,749</p>	<p><b>Functional Specifications:</b> Used for containment of relatively small amount of solid or liquid specimens for weighing</p> <p><b>Performance Specifications:</b> Should be able to contain relatively small amount of solid or liquid specimens for weighing</p> <p><b>Design Specification:</b> Hexagonal Plastic Easily bent Ideal for handling solids or liquids during weighing procedures. Flat bottoms and sloping sides allow these disposable dishes to be easily stacked and conveniently stored. Schoolab</p>
2	<p>Reaction Plates with 6 wells</p> <p>Quantity: 14,940</p>	<p><b>Functional Specifications:</b> Used to contain small amount of samples of specimens under study</p> <p><b>Performance Specifications:</b> Should be able to contain small amount of samples of specimens under study</p> <p><b>Design Specifications:</b> Plastic Rectangular 125 mm 85mm Six Well per Plate Well Shape: Circular/ Round 32mm 17mm 12ml Used for soil and water testing Schoolab</p>
3	<p>Sedimentator Tube</p> <p>Quantity: 3,545</p>	<p><b>Functional Specifications:</b> Used to demonstrate how soil sediments settle in water</p> <p><b>Performance Specifications:</b> Should be able to demonstrate how soil sediments settle in water</p> <p><b>Design Specifications:</b> 11 1/4 height Sealed and leak free The body made of clear, transparent plastic tube.</p>

		<p>With different sediment and water Use for observing movement, deposition, and layering of sediments and organic materials. Observations apply to sedimentary rock formation and fossil formation With English User's Manual that includes/Brand: Schoolab a. operation guide b. Guide on how to use c. Student Activity Sheets</p>
4	<p>Force Table Quantity: 335</p>	<p>Functional Specifications: Used to demonstrate the vector nature of forces</p> <p>Performance Specifications: Should be able to demonstrate the vector nature of forces</p> <p><b>Design specifications:</b> Table: material-cast iron, diameter: 40 cm approx., with stable stand support, 33 cm height minimum With leveling screw, 3pcs. 360° protractor scale, 0.5°-1° resolution, texts and graphics 22 mm length approx. Can demonstrate combination of at least 3 coplanar forces in equilibrium</p> <p>a. 3 pieces load hangers -100 grams each b. additional slotted masses to be loaded on each load hanger 3 pieces-100 grams 3 pieces- 50 grams 3 pieces- 20 grams 3 pieces- 10 grams</p> <p>c. 3 pieces pulley clamps with guide pulley to be clamped on the Force Table</p> <p>d. 1-piece center rod/ post, nickel plated metal, threaded to be mounted on the center of the Force Table</p> <p>e. 1-piece center/ fastening ring, 36 mm diameter x 2 mm thickness, nickel plated metal</p> <p>f. 4. 15meters string for hanging loads (crochet type), can support 500 grams load without breaking</p> <p>With English User's Manual that includes Assembly and Operation Guide/Brand: Atis</p> <p>Includes training on use and maintenance</p>
5	<p>Slinky Coil, metal Quantity: 11,730</p>	<p>Functional Specifications: Used to demonstrate longitudinal waves</p> <p>Performance Specifications: Should be able to</p>



		demonstrate longitudinal waves  <b>Design specifications:</b> 11 inches diameter x 4 inches long minimum zinc or nickel plated  <b>Functional Specifications:</b> Used to clean the microscope lenses.  <b>Performance Specifications:</b> Must be able to clean the microscope lenses.  <b>Design specifications:</b> 4 inches x 6 inches Rectangular Material: Fine, soft, lint-free paper Quantity: 50 sheets/pack Must be packed in a resealable plastic
6	Lens Paper, 50's/pack  Quantity: 11,395	<b>Functional Specifications:</b> Used to filter/separate mixtures solids from liquids  <b>Performance Specifications:</b> Must be able to filter solids from liquids to demonstrate filtration, as one of the techniques in separating mixtures (solids from liquids)  <b>Design Specifications:</b> Technical use Square Material: Cellulose with the following dimensions: 600mm 600mm 4. Color: White to cream Creped Initial Filtration Speed: 5sec/10 mL.
7	Wash bottle, plastic, 250mL  Quantity: 35,551	<b>Functional Specifications:</b> Used to store and dispense water for diluting solutions, washing precipitates and rinsing glass wares.  <b>Performance Specifications:</b> Must be able to store and dispense water in performing rinsing and washing activities.  <b>Design specifications:</b> Translucent and non-toxic plastic material Cylindrical body shape Easy squeeze dispensing; no leaks Capacity: 250 mL. Screw type closure with its angled stem and draw tube molded in one piece
8	Filter paper, crepe, 580mm x 580mm sheet, Grade 0905  Quantity: 48,710	

		Wet strengthened Packed in brown filter paper tube Atis
9	Nichrome wire, 0.4, 100ft.  Quantity: 2,346	<p><b>Functional Specifications:</b> Used as a wire loop and heating element on which a metal salt or solid ionic compound is made to adhere into it and is heated to emit a characteristic color on the Bunsen flame to identify the particular metal present in the compound</p> <p><b>Performance Specifications:</b> Used as a wire loop on which a metal salt or solid ionic compound is made to adhere to, and is heated to emit a characteristic color on the Bunsen flame to identify the particular metal present in the compound in a laboratory activity, the Flame test</p> <p><b>Design Specifications:</b>  Shape: Round wire  Material of wire: Nichrome-Alloy of nickel and chromium, Ni80 Cr20 with the following dimensions:  a) AWG size: 26  b) Diameter: 0.4 mm  c) Length: 120 ft  Form: Soft, rust-free wire  Color: Silvery grey  Resistance: 2.57 ohms/foot  Annealed soft  Perfectly tensioned. Zero elongation, scratches, or other flaws.  Comes in a spool  Packed in a resealable plastic pouch  Atis</p>
10	Triangular File, fine, 6" long with plastic handle  Quantity: 14,940	<p><b>Functional Specifications:</b> Used to cut the glass tubing</p> <p><b>Performance Specifications:</b> Must be able to cut the glass tubing</p> <p><b>Design specifications:</b>  Type of File: Triangular  Shape: Triangular  High carbon steel  File: Fine, smooth  Length of file: 6" (150-152.4 mm) long  Handle: Plastic  Packed in a resealable pouch  Schoolab</p>
11	Template, shapes	<b>Functional Specifications:</b> Used to scaffold drawing of basic geometrical shapes.

	<b>Quantity: 18,745</b>	<b>Performance Specifications: Must be able to aid drawing different geometrical shapes.</b> <b>Design specifications:</b> Transparent plastic template; minimum of 24 geometric shapes Ideal for drawing geometric shapes. Minimum dimensions: 14 cm x 21 cm Minimum thickness: 2 mm The items shall be free from toxic materials.
--	-------------------------	---