



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-C133

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 26 day of August 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 **EDURESOURCES PUBLISHING, INC.** represented herein by its Authorized Representative, **MARIE ANTONETTE T. YAP**, with office address at G/F Dane Building, 203 Mindanao Avenue, Bahay Toro, Quezon City, Metro Manila, Philippines (hereinafter referred to as "EDURESOURCES PUBLISHING, INC.").

DEPED and EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC. as having the lowest calculated bid for Lot No. 11; after evaluation, DEPED post-qualified and declared the bid of EDURESOURCES PUBLISHING, INC. as the lowest calculated responsive bid for Lot No. 11 in the sum of **PHILIPPINE PESOS TWENTY-EIGHT MILLION, THREE HUNDRED FIFTY-FOUR THOUSAND, TWO HUNDRED SIX and 85/100 (PhP 28,354,206.85) ONLY**, (hereinafter called the "Contract Price") detailed as follows:


Lot No.	Description	Amount (PhP)
11	MODELS: OTHER BIOLOGICAL STRUCTURES AND SPECIES (MI-LOT 11)	28,354,206.85

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.

ORIGINAL SIGNED
 CERTIFIED DUPLICATE COPY
 CMOCDC-2021C133-017

ARIZ DELSON ACAY D. CAWLAN MARIE ANTONETTE T. YAP
 EDURESOURCES PUBLISHING, INC. EDURESOURCES PUBLISHING, INC.'s Witness
 DEPED's Witness
 LEONOR MAGTOLIS BRIONES
 Department of Education


ARIZ DELSON
CAY D. CAWILAN
DEPED's Witness


MARIE ANTONETTE T. YAP
EDURESOURCES PUBLISHING, INC. EDURESOURCES PUBLISHING, INC.'s Witness


DENNIS A. YAP

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;
 - g. Bid Bulletin No. 4 dated June 15, 2021.
 - ii. EDURESOURCES PUBLISHING, INC.'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 EDURESOURCES PUBLISHING, INC.'s conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC. to DEPED upon receipt and final acceptance at EDURESOURCES PUBLISHING, INC.'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 EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC. of the Notice to Proceed.
5. EDURESOURCES PUBLISHING, INC. 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

EDURESOURCES PUBLISHING, INC. is in default of any of its obligation under this contract. EDURESOURCES PUBLISHING, INC. shall be responsible for the extension of its performance security and/or undertake to renew its 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 EDURESOURCES PUBLISHING, INC., 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 EDURESOURCES PUBLISHING, INC. in accordance with the warranty provisions in the bidding documents. DEPED shall have the option to inspect EDURESOURCES PUBLISHING, INC.'s premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess EDURESOURCES PUBLISHING, INC.'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 EDURESOURCES PUBLISHING, INC.'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 EDURESOURCES PUBLISHING, INC. encounters condition(s) impeding timely delivery of the goods, EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC. in accordance with the following disbursement procedures:

LEONOR MAGTOLIS BRIONES
Department of Education

ANIZ DELSON ACAY D. CAWILAN
DEPED's Witness

MARIE ANTONETTE T. YAP
EDURESOURCES PUBLISHING, INC.

DENNIS A. YAP
EDURESOURCES PUBLISHING, INC.'s Witness





ARIZ DELSON ACAY D. CAWILAN MARIE ANTONETTE T. YAP
DEPED's Witness EDURESOURCES PUBLISHING, INC.


DENNIS A. YAP
EDURESOURCES PUBLISHING, INC.'s Witness

LEONOR MAGTOLIS BRIONES
Department of Education

- 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 valid until the goods are delivered, and accompanied by a claim for advance payment.
- 10.2. EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC., 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 EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC. 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.


ORIGINAL SIGNED
CERTIFIED DUPLICATE COPY
CMDCOC-2021C133-017


DENNIS A. YAP
EDURESOURCES PUBLISHING, INC.'s Witness


MARIE ANTONETTE T. YAP
EDURESOURCES PUBLISHING, INC.



ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness



LEONOR MAGTOLIS BRIONES
Department of Education

12. EDURESOURCES PUBLISHING, INC. 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 EDURESOURCES PUBLISHING, INC., or collect from any of the securities or warranties posted by EDURESOURCES PUBLISHING, INC., 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.

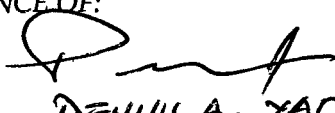
SIGNED, SEALED AND DELIVERED BY:


LEONOR MAGTOLIS BRIONES
Secretary
Department of Education


MARIE ANTONETTE T. YAP
Authorized Representative
Eduresources Publishing, Inc.

SIGNED IN THE PRESENCE OF:


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


DENNIS A. YAP
EDURESOURCES PUBLISHING,
INC.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱28,354,206.81


MA. RHUNNAL L. CATALAN
Chief Accountant
Chief Accountant