



PROJECT: Supply and Delivery of School Furniture for Elementary, Junior, Senior High Schools CY 2021 School Furniture Program

CONTRACT NO.: 2021c-AdmS4(001to005&014)-BI-CB-031-e225

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 9th day of March 2022 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 **TOP ASIA FURNITURE PRODUCERS COOPERATIVE**, represented herein by its authorized representative, **MEAGAN A. LAMANILAO**, with office address at #9 Malinis St., Pearl Island Compound, Phase 1, Lawang Bato, Valenzuela City, Philippines (hereinafter referred to as "TOP ASIA FURNITURE").

DEPED and TOP ASIA FURNITURE are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the Supply and Delivery of School Furniture for Elementary, Junior, Senior High Schools CY 2021 School Furniture Program consisting of eighteen (18) lots, and received bids from fifteen (15) bidders; DEPED opened, read, and evaluated the bids of the fifteen (15) bidders and declared **TOP ASIA FURNITURE** as having the single calculated bid for the above-captioned project for Lot No. 12; after evaluation, DEPED post-qualified and declared the bid of **TOP ASIA FURNITURE** as the single calculated responsive bid for Lot No. 12 in the sum of **PHILIPPINE PESOS FIFTY-TWO MILLION, THREE HUNDRED NINETY-SEVEN THOUSAND, NINE HUNDRED FORTY and 00/100 (PhP 52,397,940.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

| Lot No. | Region | Items | Quantity | Amount (PhP) |
|---------|--|--|----------|---------------|
| 12 | Region VI, VII, VIII, IX, X, XI, and XII | Science Laboratory Table and Stool Set | 2,058 | 52,397,940.00 |
| | | Working Table and Stool Set | 3,507 | |

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;



RIZEL G. MALDONADO
 TOP ASIA FURNITURE's Witness

Meagan A. Lamanilao
 MEAGAN A. LAMANILAO
 TOP ASIA FURNITURE

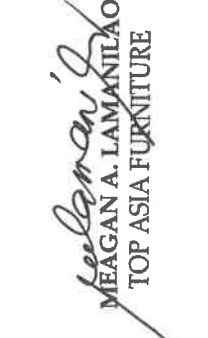
Annabelle N. Pangan
 DEPED's Witness
 ENGR. ANNABELLE N. PANGAN
 Chief, DepEd-EPD

Leonor Magtolis Briones
 LEONOR MAGTOLIS BRIONES
 Department of Education

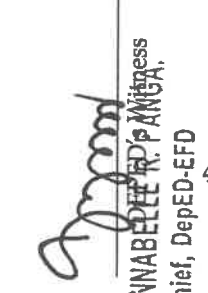

HAZEL G. MALADIONA
TOP ASIA FURNITURE's Witness

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; and
 - d. Bid Bulletin No. 1 dated November 22, 2021.
- ii. TOP ASIA FURNITURE'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 TOP ASIA FURNITURE's conforme thereto; and
- v. Other contract documents required by existing laws and/or DepEd in the PBD. TOP ASIA FURNITURE 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.


MEAGAN A. LAMANTILA
TOP ASIA FURNITURE

3. The goods supplied by TOP ASIA FURNITURE 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 TOP ASIA FURNITURE to DEPED upon receipt and final acceptance at TOP ASIA FURNITURE's warehouse.


ANNABELLE R. PANG
Chief, DepED-EFD

4. The goods shall be ready for pick-up or hauling by the third-party logistics provider on or before March 15, 2022 from receipt of TOP ASIA FURNITURE of Notice to Proceed (NTP) or within the period as may be prescribed in the NTP.


LEONOR M. AGTOLIS BRIONES
Department of Education
ENGR. ANNABELLE R. PANG,
Chief, DepED-EFD

5. TOP ASIA FURNITURE 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 TOP ASIA FURNITURE is in default of any of its obligation under this contract. TOP ASIA FURNITURE 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 No. 1 dated 22 November 2021, and must be in accordance with the technical specifications of the items, 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 shall be rejected by **DEPED** and replaced by **TOP ASIA FURNITURE**. **DEPED** shall have the option to inspect **TOP ASIA FURNITURE's** premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **TOP ASIA FURNITURE's** capacity to discharge its contractual obligations.
8. The procured goods or items contemplated under this Contract shall be inspected by the duly designated **DEPED** Inspectorate Team prior to hauling by the third-party logistics provider in accordance with the Special Conditions of the Contract and the applicable provisions of DepEd Inspection and Acceptance Protocols (DepEd Order No. 041, s. 2021).
9. In case **TOP ASIA FURNITURE** encounters condition(s) impeding timely delivery of the goods, **TOP ASIA FURNITURE** shall promptly notify **DEPED** 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 **TOP ASIA FURNITURE** 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 the 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 **TOP ASIA FURNITURE** 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


 RIZEL G. MALATONA
 TOP ASIA FURNITURE's Witness


 MEAGAN A. LAMANILAO
 TOP ASIA FURNITURE


 DEPED's Witness
 ENGR. ANNABELLE R. PANGAN
 Chief, DepED-EFD



 LEONOR MAGTOLIS BRIONES
 Department of Education




KRIZEL G. MALADIONA
TOP ASIA FURNITURE's Witness


MEAGAN A. LAMANILAO
TOP ASIA FURNITURE


DEPED's Witness
ENGR. ANNABELLE R. PANGAM
Chief, DepED-EFD


LEONOR MAGTOLIS BRIONES
Department of Education

the Contract; (ii) Inspection and Acceptance Reports (IARs), including certification by TOP ASIA FURNITURE 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 recoupment of the advance payment contemplated in Clause 10.1. above, and retention contemplated in the immediately succeeding clause, payment shall be made to TOP ASIA FURNITURE 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 TOP ASIA FURNITURE 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 a release of the retention money in case of expiry of the warranty period, or in case of use in part of the retention money by reason of a call upon the warranty, the final payment shall constitute the release of the balance amount.

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.

11.1 A comprehensive and onsite warranty of one (1) year for durability based on stress test and of two (2) years against woodborer for the procured items will be applied. The said warranty periods shall reckon from the date of issuance of Certificate of Final Acceptance by the DEPED.

2. TOP ASIA FURNITURE 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 TOP ASIA FURNITURE, or collect from any of the securities or warranties posted by

TOP ASIA FURNITURE, 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
Department of Education


MEAGAN A. LAMANILAO
Top Asia Furniture
Producers Cooperative

SIGNED IN THE PRESENCE OF:


DEPED's Witness
ENGR. ANNABELLE R. PANGAN
Chief, DepED-EFD


KRIZEL G. MALADIONA
TOP ASIA FURNITURE's Witness

CERTIFIED FUNDS AVAILABLE: ₱2,097,940.-


MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this _____ day of _____ 2022 personally appeared:
09 MAR 2022

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

LEONOR MAGTOLIS BRIONES
Department of Education

MEAGAN A. LAMANILAO
Top Asia Furniture Producers Cooperative

335-863-201-000, 3/15/2021, Valenzuela City

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. 361;
Page No. 74;
Book No. 37;
Series of 2022.

ATTY. LIFRENDO M. GONZALES
NOTARY PUBLIC
ROLL NO. 56526

IBP NO. 144023 / 05 JANUARY 2021
PTR NO. 7176224 / PASIG CITY / 05 JANUARY 2021
MCLE NO. VI - 0025760, 05/24/2019 UNTIL 04/14/2022
COMMISSION VALID UNTIL DECEMBER 2022



Arnel
ARIZEL G. MALADIONA
TOP ASIA FURNITURE'S Witness

Lamanilao
MEAGAN A. LAMANILAO
TOP ASIA FURNITURE

Engr. Annabelle R. Pangan
ENGR. ANNABELLE R. PANGAN
Chief, DepED-EFD

Leonor Magtolis Briones
LEONOR MAGTOLIS BRIONES
Department of Education

DETAILED TECHNICAL SPECIFICATIONS

**Wood and Steel (Science Laboratory Table and Stool Set
and Working Table and Stool Set)**

I. Science Laboratory Table

| A. COMPLIANCE WITH MATERIAL SPECIFICATIONS | | |
|---|------------------------------------|--|
| COMPONENT | | BIDDER'S OFFER |
| 1 | Table Top Finish | 18MM THK with 0.9mm HIGH PRESSURE LAMINATE on MARINE PLYWOOD |
| 2 | Table Top Edging | WHITE RUBBERIZED PAINT |
| 3 | Top Board Support, Main Frame | 50mm x 50mm Steel Tubular |
| 4 | Top Board Support, Secondary Frame | 2 - 25mm x 25mm angle bar |
| 5 | Top Board & Main Frame Connector | 10 - 25mm x 50mm x 1mm |
| 6 | Table Frame, Legs | 4 - 50mm x 50mm Steel Tubular |
| 7 | Table Leg Support, Upper (lateral) | 2 - 50mm x 50mm Steel Tubular |
| 8 | Table Leg Support, Lower (lateral) | 2 - 50mm x 50mm Steel Tubular |
| 9 | Table Leg Support, Longitudinal | 1 - 50mm x 50mm Steel Tubular |
| 10 | Shelf | 18MM THK with 0.9mm HIGH PRESSURE LAMINATE on MARINE PLYWOOD |
| 11 | Shelf Support, Longitudinal | 2 - 25mm x 25mm angle bar |
| 12 | Shelf Support, Lateral | 2 - 25mm x 25mm angle bar |
| B. SCHEDULE OF FINISHES | | |

| | | |
|---|--------------------------------|---|
| 1 | Top Board and Shelf | 18MM THK with 0.9mm HIGH PRESSURE LAMINATE on MARINE PLYWOOD |
| 2 | Edging | WHITE RUBBERIZED PAINT |
| 3 | Meta/Steel | Powder Coated Black |
| C. COMPLIANCE WITH DIMENSIONS (mm) +/-10mm | | |
| DIMENSION | | BIDDER'S OFFER |
| 1 | Table Top Length | 1800mm |
| 2 | Table Top Width | 800mm |
| 3 | Height of Table | 910mm |
| 4 | Height of Shelf | 700mm |
| 5 | Width of Shelf | 300mm |
| D. WORKMANSHIP | | |
| COMPONENT | | BIDDER'S OFFER |
| 1 | Connection of Steel components | Steel connections and joints are properly and fully welded |
| 2 | Connection of Wood to Steel | Wood components are securely fastened to steel frames |
| 3 | Paint Finish | Steel components are smooth and evenly painted |
| 4 | Wood Finish | HPL are securely bonded with the plywood with no signs of bubbles |

[Signature]
KRISEL G. MALADIONA

[Signature]
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II. Science Laboratory Stool

| | | |
|---|------------------|-------------------------------|
| A. COMPLIANCE WITH MATERIAL SPECIFICATIONS | | |
| COMPONENT | | BIDDER'S OFFER |
| 1 | Top Seat | 20mm thick Solid Wood |
| 2 | Seat Frame | 2.0mm x 25mm x 25mm Angle Bar |
| 3 | Leg Frame | 4 - 22mm Diameter B.I Pipe |
| 4 | Leg Frame Braces | 4 -22mm Diameter B.I. Pipe |

| | | |
|---|-------------------------------------|--|
| 5 | Foot/Leg End Cap | HARD PLASTIC |
| B. SCHEDULE OF FINISHES | | |
| 1 | Seat Finish | White Paint Finish |
| 2 | Meta/Steel | Powder Coated Black |
| C. COMPLIANCE WITH DIMENSIONS (mm) +/-10mm | | |
| DIMENSION | | BIDDER'S OFFER |
| 1 | Seat Width | 300 ϕ |
| 2 | Seat Height | 650mm |
| D. WORKMANSHIP | | |
| COMPONENT | | BIDDER'S OFFER |
| 1 | Connections of Steel frames | Steel frame connections and joints are properly and fully welded |
| 2 | Connections of Wood to Steel frames | Wood components are securely fastened to steel frames |
| 3 | Paint Finish | Steel components are smoothly painted |

III. Workshop Table

| | | |
|---|------------------------------------|---|
| A. COMPLIANCE WITH MATERIAL SPECIFICATIONS | | |
| COMPONENT | | BIDDER'S OFFER |
| 1 | Table Top | 18mm THK top board (Marine Plywood, PAINT FINISH) w/ SOLID Wood Edging |
| 2 | Table Top Edging | 20mm x 75mm solid wood edging |
| 3 | Table Top Support, Main Frame | 50mm x 50mm Steel Tubular |
| 4 | Table Top Support, Secondary Frame | 2 - 25mm x 25mm angle bar |
| 5 | Top Board & Main Frame Connector | 10 - 25mm x 50mm x 1mm |



 RIZEL G. MALADIONA

| | | |
|---|------------------------------------|---|
| 6 | Table Frame, Legs | 4 - 50mm x 50mm Steel Tubular |
| 7 | Table Leg Support, Upper (lateral) | 2 - 50mm x 50mm Steel Tubular |
| 8 | Table Leg Support, Lower (lateral) | 2 - 50mm x 50mm Steel Tubular |
| 9 | Table Leg Support, Longitudinal | 1 - 50mm x 50mm Steel Tubular |
| 10 | Shelf | 18mm THK top board (Marine Plywood, PAINT FINISH) w/ SOLID Wood Edging |
| 11 | Shelf Support, Longitudinal | 2 - 25mm x 25mm angle bar |
| 12 | Shelf Support, Lateral | 2 - 25mm x 25mm Angle Bar |
| 13 | Table Top & Edging Connector | 2 - 50mm x 50mm Angle Bar |
| B. SCHEDULE OF FINISHES | | |
| 1 | Top Board and Shelf | Pantone 729C |
| 2 | Edging | Pantone 729C |
| 3 | Meta/Steel | Powder Coated Black |
| C. COMPLIANCE WITH DIMENSIONS (mm) +/-10mm | | |
| DIMENSION | | BIDDER'S OFFER |
| 1 | Table Top Length | 1800mm |
| 2 | Table Top Width | 800mm |
| 3 | Height of Table | 910mm |
| 4 | Height of Shelf | 710mm |
| 5 | Width of Shelf | 300mm |
| D. WORKMANSHIP | | |
| COMPONENT | | BIDDER'S OFFER |
| 1 | Connection of | Steel connections and joints are properly and fully welded |

| | | |
|---|-----------------------------|---|
| | Steel components | |
| 2 | Connection of Wood to Steel | Wood components are securely fastened to steel frames |
| 3 | Paint Finish | Steel components are smoothly painted |
| 4 | Wood Finish | Wood components are smoothly painted |
| 5 | Edging | Wood components are securely fastened to steel frames |

IV. Workshop Table Stool

| A. COMPLIANCE WITH MATERIAL SPECIFICATIONS | | |
|--|--------------------------------|--|
| COMPONENT | | BIDDER'S OFFER |
| 1 | Top Seat | 18mm thick Solid Wood |
| 2 | Seat Support | 2.0mm x 25mm x 25mm Angle Bar |
| 3 | Leg Frame | 4 - 22mm Diameter B.I Pipe |
| 4 | Leg Frame Braces | 4 - 22mm Diameter B.I Pipe |
| 5 | Foot/Leg End Cap | HARD PLASTIC |
| B. SCHEDULE OF FINISHES | | |
| 1 | Seat Finish | Pantone 729C |
| 2 | Metal/Steel | Powder Coated Black |
| C. COMPLIANCE WITH DIMENSIONS (mm) +/-10mm | | |
| DIMENSION | | BIDDER'S OFFER |
| 1 | Seat Dimension | 300 ϕ |
| 2 | Seat Height | 650mm |
| D. WORKMANSHIP | | |
| COMPONENT | | BIDDER'S OFFER |
| 1 | Connection of Steel components | Steel connections and joints are properly welded |

Handwritten signature and name:
 KRIZEL G. MALADIONA
 Maladion

| | | |
|---|-----------------------------|---|
| 2 | Connection of Wood to Steel | Wood components are securely fastened to steel frames |
| 3 | Paint Finish | Steel components are smoothly painted |
| 4 | Wood Finish | Wood components are smoothly painted |



KRIZEL G. MALADIONA

