



PROJECT: Procurement and Delivery for the Printing of DepEd Sports Manual

CONTRACT NO.: 2021-BLSS3(004)-BV-CB-033-211

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 03 FEB 2022 day of _____ 2022 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. 023, s. 2021 (hereinafter referred to as "**DEPED**"); and **FORGEMS MARKETING CO., INC.**, represented herein by its authorized representative, **CELINE MARIE T. MONTALLA**, with office address at 8C Cortijos Building, Eisenhowel Street, Greenhills, San Juan City, Philippines (hereinafter referred to as "**FORGEMS MKTG CO INC**").

DEPED and FORGEMS MKTG CO INC are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the procurement for the printing of DepEd Sports Manual consisting of two (2) lots, and received bids from nine (9) bidders; **DEPED** opened, read, and evaluated the bids of the nine (9) bidders and declared **FORGEMS MKTG CO INC** as having the lowest calculated bid for the above-captioned project for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **FORGEMS MKTG CO INC** as the lowest calculated responsive bid for Lot No. 1 in the sum of **PHILIPPINE PESOS SIXTY-FIVE MILLION, NINETY-FIVE THOUSAND, SEVEN HUNDRED TWELVE and 50/100 (PhP 65,095,712.50) ONLY**, (hereinafter called the "Contract Price") detailed as follows:


Lot No.	Description	Quantity	Amount (PhP)
1	Printing of the Colored Copies (7 Volumes)	400,589 copies (57,227 copies per volume)	65,095,712.50

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);


CELINE MARIE T. MONTALLA
 FORGEMS MKTG CO INC.'s Witness



CELINE MARIE T. MONTALLA
 FORGEMS MKTG CO INC


ALAIN DEL B. PASCUA
 Department of Education




CIA MONTALLA
FORGEMS MKTG CO INC.'s Witness


CELINE MARIE T. MONTALLA
FORGEMS MKTG CO INC



ALAIN DEL ROSARIO
Department of Education
Office of the Director IV

- a. Schedule of Requirements;
 - b. Technical Specifications; and
 - c. General and Special Conditions of the Contract.
- ii. **FORGEMS MKTG CO 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 **FORGEMS MKTG CO INC's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **FORGEMS MKTG CO 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 shall be delivered within **one hundred twenty (120) calendar days** from receipt of **FORGEMS MKTG CO INC** of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance of the goods at the delivery sites.
4. **FORGEMS MKTG CO 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 **FORGEMS MKTG CO INC** is in default of any of its obligation under this contract. **FORGEMS MKTG CO 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.
5. 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 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 of this Contract. 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.
6. Goods with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by **FORGEMS MKTG CO INC**. **DEPED** shall have the option to inspect **FORGEMS MKTG CO INC's** premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **FORGEMS MKTG CO INC's** capacity to discharge its contractual obligations.

Ciara Montalla
CIARA MONTALLA

FORGEMS MKTG CO INC.'s Witness

7. The procured goods or items contemplated under this Contract shall be inspected by the duly designated **DEPED** Inspectorate Team prior to delivery to the project sites 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).

8. **FORGEMS MKTG CO INC** shall deliver the goods to the 223 Schools Division Offices enumerated in the allocation list and the DepEd Central Office. Goods delivered to sites other than the identified Schools Division Offices and 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 and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

Celine Marie T. Montalla
CELINE MARIE T. MONTALLA

FORGEMS MKTG CO INC

9. In case **FORGEMS MKTG CO INC** encounters condition(s) impeding timely delivery of the goods, **FORGEMS MKTG CO INC** 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 **FORGEMS MKTG CO INC** 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 valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 **FORGEMS MKTG CO 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 **FORGEMS MKTG CO 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 recoupment of the advance payment contemplated in Clause 10.1. above, and retention contemplated in the immediately succeeding clause, payment shall be made to **FORGEMS MKTG CO INC** within sixty (60) days from submission of the documents specified in SCC

Lope Y. Santos III
LOPE Y. SANTOS III

DEPED's Witness
Office of the Director

Alain Del Bascua
ALAIN DEL BASCUA
Department of Education

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 **FORGEMS MKTG CO 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 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.

11. Payments shall be subject to the "Warranty" provision in the form of a either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or Special Bank Guarantee in the amount equal to at least one percent (1%) of the Contract Price as required under Section 62 of R.A. 9184 and its revised IRR.

11.1 A comprehensive warranty for a period of three (3) months for the procured items shall be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by **DEPED**.

12. **FORGEMS MKTG CO 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 **FORGEMS MKTG CO INC**, or collect from any of the securities or warranties posted by **FORGEMS MKTG CO 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.

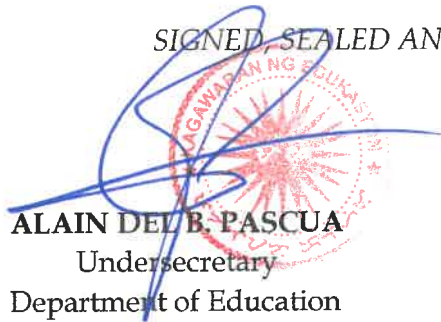

CELINE MARIE T. MONTALLA
FORGEMS MKTG CO INC.'s Witness

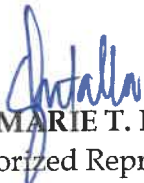

CELINE MARIE T. MONTALLA
FORGEMS MKTG CO INC


LOPE X. SANTOC III
DEPED's Witness
Director Office of the Director


ALAIN DEL B. PASCUA
Department of Education

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary
Department of Education


CELINE MARIE T. MONTALLA
Authorized Representative
FORGEMS MKTG CO INC

SIGNED IN THE PRESENCE OF:


LOPE B. SANTOS III
Executive Assistant II
Office Director IV
Office of the Director
DEPED's Witness


CIARA MONTALLA
FORGEMS MKTG CO INC's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 65,095,712.50

MA. RHUNNA L. CATALAN
Chief Accountant


CHOLITA F. TIONG
Accountant IV
OIC, Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines,
this ____ day of 03 FEB 2022 2022 personally appeared:

NAME

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

ALMA RUBY C. TORIO
Department of Education

CELINE MARIE T. MONTALLA
Forgems Marketing Co., Inc.

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. 340
Page No. 68;
Book No. 2;
Series of 2022.

NOTARY PUBLIC

ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY

AM Adm. Matter no. 204 June 21, 2021 to Dec. 31, 2022
IBP O. R. No. 132134 MD 2021 & IBP O. R. No. 333076 MD 2022
PTR O. R. No. 246325 D 1/3/22 Roll No. 33832 / TIN# 129-871-009
MCLE No. VI-0029583 valid from 12/16/19 valid until 04/14/22 Quezon City
Address: 31-F Harvard St. Cubao. Q. C.

Intalla
CIARA MONTALLA
FORGEMS MKTG CO INC.'s Witness

Intalla
CELINE MARIE T. MONTALLA
FORGEMS MKTG CO INC

Intalla
LOPE B. SANTOS III
Executive Assistant II
DEPED's Witness

ALAIN DELA PASCUA
Department of Education

Procurement and Delivery for the Printing of DepEd Sports Manual (Lot 1)

TECHNICAL SPECIFICATIONS

General Product Specification	
Colored Copy (for coffee table)	<p>Size: A4 (210 x 297 mm) Orientation: Landscape Printing: Back to back printing</p>
	<p>Chapter Dividers: C2S 180 lbs.; Matte-Full Color Inside Pages: 130 gsm; Matte-Full Color</p>
	<p>Finishing Hard-Bound Cover - Full Color (4/0) with matte lamination on one side; Smyth sewn; C2S 120 lbs., wrapped around chip board Bookcase Should fit the set of 7 volumes of manuals. DepEd logo is simply printed on board materials.</p>

Detailed Product Specification	
Colored Copy (for coffee table)	<p>Volume 1: Measurable and Para Games 57,227 Manuals 264 pages including cover With 7 Chapter Dividers</p>
	<p>Volume 2: Individual Sports 57,227 Manuals 176 pages including cover With 3 Chapter Dividers</p>
	<p>Volume 3: Batted Games 57,227 Manuals 176 pages including cover With 2 Chapter Dividers</p>
	<p>Volume 4: Gymnastics 57,227 Manuals 176 pages including cover With 4 Chapter Dividers</p>
	<p>Volume 5: Ballgames</p>

57,227 Manuals
288 pages including cover
With 5 Chapter Dividers

Volume 6: Combative Sports
57,227 Manuals
232 pages including cover
With 6 Chapter Dividers

Volume 7: Racket Sports
57,227 Manuals
136 pages including cover
With 7 Chapter Dividers

Stella

Joseph

[Signature]