



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

CONTRACT NO.: 2021-BLSS3(004)-BV-CB-033-c212

CONTRACT AGREEMENT

FEB 04 2022

THIS AGREEMENT made and entered into this ____ 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 **BLOOMBOOKS INC.** represented herein by its authorized representative, **ERELYN LIM VILLANUEVA**, with office address at Unit A 5218, Que Grande, Sulok Street, Ugong, Valenzuela City, Philippines (hereinafter referred to as “**BLOOMBOOKS INC**”).

DEPED and **BLOOMBOOKS 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 **BLOOMBOOKS INC** as having the lowest calculated bid for the above-captioned project for Lot No. 2; after evaluation, **DEPED** post-qualified and declared the bid of **BLOOMBOOKS INC** as the lowest calculated responsive bid for Lot No. 2 in the sum of **PHILIPPINE PESOS SIXTEEN MILLION, FOUR HUNDRED SEVENTY-THREE THOUSAND, FIVE HUNDRED FORTY-ONE and 64/100 (PhP 16,473,541.64) ONLY**, (hereinafter called the “**Contract Price**”) detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
2	Printing of the Single Color Copies (29 Sports Manual)	1,640,791 copies (56,579 copies per manual)	16,473,541.64

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);


Glenda Cobornis
 BLOOMBOOKS INC. & Witness

Erilyn Lim Villanueva
 BLOOMBOOKS INC.

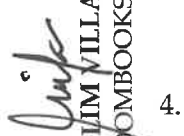
Lope P. Santos III
 Deputy Assistant Secretary III
 DEPED's Witness

Alain Del B. Pascua
 Department of Education

- a. Schedule of Requirements;
- b. Technical Specifications; and
- c. General and Special Conditions of the Contract.



 Glenda Cabanos
 BLOOMBOOKS INC.'s Witness

- ii. **BLOOMBOOKS 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 **BLOOMBOOKS INC's** conforme thereto; and
- v. Other contract documents required by existing laws and/or DepEd in the PBD. **BLOOMBOOKS 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.

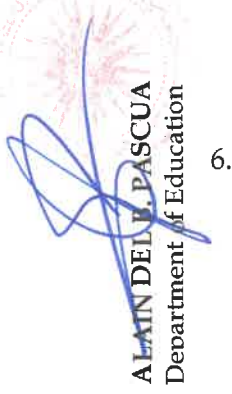

 ERELYN LIM VILLANUEVA
 BLOOMBOOKS INC.

3. The goods shall be delivered within **one hundred twenty (120) calendar days** from receipt of **BLOOMBOOKS 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. **BLOOMBOOKS 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 **BLOOMBOOKS INC** is in default of any of its obligation under this contract. **BLOOMBOOKS 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.



 LOREO M. MANTOD III
 Executive Assistant II
 DEPED's Witness

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.


 ALAIN DELA PASCUA
 Department of Education

6. Goods with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by **BLOOMBOOKS INC**. **DEPED** shall have the option to inspect **BLOOMBOOKS INC's** premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **BLOOMBOOKS INC's** capacity to discharge its contractual obligations.

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).


BLOOMBOOKS INC.'s Witness

8. **BLOOMBOOKS 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.


ERELYN JIM VILLANUEVA
BLOOMBOOKS INC.

9. In case **BLOOMBOOKS INC** encounters condition(s) impeding timely delivery of the goods, **BLOOMBOOKS 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 **BLOOMBOOKS 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 **BLOOMBOOKS 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 **BLOOMBOOKS 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 **BLOOMBOOKS INC** within sixty (60) days from submission of the documents specified in SCC Clause 2.2


ALAN DEL B. PASCUA
Department of Education


DEPED's Witness



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 **BLOOMBOOKS 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. **BLOOMBOOKS 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 **BLOOMBOOKS INC**, or collect from any of the securities or warranties posted by **BLOOMBOOKS 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.



Glenda Cabanas
BLOOMBOOKS INC.'s Witness

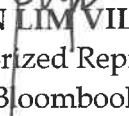

ERELYN LIM VILLANUEVA
BLOOMBOOKS INC.


LOPE B. ARTO III
Executive Assistant II
Office Director IV
DEPED's Witness


ALAIN DE/B PASCUA
Department of Education

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary
Department of Education


ERELYN LIM VILLANUEVA
Authorized Representative
Boombooks Inc.

SIGNED IN THE PRESENCE OF:


LOPE D. SANTOS III
Executive Assistant II
Off. - Director IV
Representative of the Director
DEPED's Witness


Glenda Cabanua
BLOOMBOOKS INC's Witness

CERTIFIED FUNDS AVAILABLE: ₱16,473,541.64

MA. RHUNNA L. CATALAN
Chief Accountant


CHOLITA F. TIONG
Accountant IV
OIC, Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

QUEZON CITY

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of FEB 04 2022 2022 personally appeared:

NAME

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

ALAIN DEL B. PASCUA
Department of Education

ERELYN LIM VILLANUEVA
Bloombooks Inc.

CRN-0034-1062412-5

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. 255;
Page No. 51;
Book No. 41;
Series of 2022.

ATTY. KATHRYN T. ELEMEN
Rpl No. 53549
NOTARY PUBLIC
Adm. No. 039 Notary Public 2021-2022
IBP No. 178985; Q.C. 1-5-2022
PTR No. 2445190; Q.C. 1-5-2022
MCLE VI-0011521; 4-14-22

Glendy Cabana
BLOOMBOOKS INC.'s Witness

Erelyn Lim Villanueva
ERELYN LIM VILLANUEVA
BLOOMBOOKS INC.

Alain Del B. Pascua
ALAIN DEL B. PASCUA
Department of Education
LOPE D. SANTOS III
DepEd's Witness
M.C. EDUKASYON




Annex "A"

Procurement and Delivery for the Printing of DepEd Sports Manual (Lot 2)

TECHNICAL SPECIFICATIONS

General Product Specification	
Single Colored Copy (Pocket Size)	Size: A5 (210 x 150 mm) Orientation: Landscape Printing: Back to back printing
	Cover: C2S 180 lbs.; Glossy; Four Colors with UV lamination on one side (4/0) Inside Pages: uncoated text paper 70 gsm
	Finishing: Staple Bind

Detailed Product Specification	
Single Colored Copy (Pocket Size)	1.Archery 56,579 Manuals 62 pages including cover
	2.Athletics 56,579 Manuals 52 pages including cover
	3.Swimming 56, 579 Manuals 52 pages including cover
	4.Para Athletics 56, 579 Manuals 52 pages including cover
	5.Para Swimming 56, 579 Manuals 52 pages including cover
	6.Bocce

  	<p>56, 579 Manuals 44 pages including cover</p> <p>7.Goalball 56, 579 Manuals 44 pages including cover</p> <p>8.Billiards 56, 579 Manuals 52 pages including cover</p> <p>9.Chess 56, 579 Manuals 88 pages including cover</p> <p>10.Aero Gymnastics 56, 579 Manuals 104 pages including cover</p> <p>11.Artistic Gymnastics 56, 579 Manuals 66 pages including cover</p> <p>12.Rhythmic Gymnastics 56, 579 Manuals 66 pages including cover</p> <p>13.Dance Sport 56, 579 Manuals 92 pages including cover</p> <p>14.Basketball 56, 579 Manuals 62 pages including cover</p> <p>15.Volleyball 56, 579 Manuals 120 pages including cover</p> <p>16.Sepak Takraw 56, 579 Manuals 76 pages including cover</p>
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Johan
Jubila

<p>17.Football 56, 579 Manuals 66 pages including cover</p> <p>18.Futsal 56, 579 Manuals 52 pages including cover</p> <p>19.Baseball 56, 579 Manuals 132 pages including cover</p> <p>20.Softball 56, 579 Manuals 80 pages including cover</p> <p>21.Arnis 56, 579 Manuals 62 pages including cover</p> <p>22.Boxing 56, 579 Manuals 62 pages including cover</p> <p>23.Taekwondo 56, 579 Manuals 48 pages including cover</p> <p>24.Wrestling 56, 579 Manuals 72 pages including cover</p> <p>25.Wushu 56, 579 Manuals 76 pages including cover</p> <p>26.Pencak Silat 56, 579 Manuals 48 pages including cover</p> <p>27.Badminton 56, 579 Manuals 48 pages including cover</p>
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Gotalla

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