



Sharmaine S. ...
 FIRST AND FINEST TECH CORP.'s Witness
 SHIELA A. SASAN
 FIRST AND FINEST TECH CORP.
 ARIZ DELSON ACAY D. CAWILAN
 DEPED's Witness
 ALMA RUBY C. TORIO
 Department of Education

PROJECT: Procurement of Production Materials for Tactile Format Learning Resources (LRs)

CONTRACT NO.: 2021-BLR2(007)-BV-CB-028-c201

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this day of JAN 4 2022 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Assistant Secretary, **ALMA RUBY C. TORIO**, as per Department Order No. 023, s. 2021 (hereinafter referred to as "**DEPED**"); and **FIRST AND FINEST TECHNOLOGY CORPORATION** represented herein by its authorized representative, **SHIELA A. SASAN**, with office address at Block 5, Lot 7, Woodside Village, Canlalay, Biñan, Laguna, Philippines (hereinafter referred to as "**FIRST AND FINEST TECH CORP.**").

DEPED and **FIRST AND FINEST TECH CORP.** are collectively called "**PARTIES.**"

WHEREAS, **DEPED** invited bids for the procurement of production materials for tactile format learning resources consisting of two (2) lots, and received bids from two (2) bidders; **DEPED** opened, read, and evaluated the bids of the two (2) bidders and declared **FIRST AND FINEST TECH CORP.** as having the single calculated bid for the above-captioned project for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **FIRST AND FINEST TECH CORP.** as the single calculated responsive bid for Lot No. 1 in the sum of **PHILIPPINE PESOS THREE MILLION, SIX HUNDRED FORTY-ONE THOUSAND, SEVEN HUNDRED EIGHTY-FIVE and 00/100 (Php 3,641,785.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Quantity	Amount (Php)
1	Swell Touch Paper (11"x11.5")	3 boxes	3,641,785.00
	Swell Touch Paper (A4)	311 boxes	

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);


SHARMAINE S. HARDIN
FIRST AND FINEST TECH CORP.'s Witness

- a. Schedule of Requirements;
- b. Technical Specifications;
- c. General and Special Conditions of the Contract; and
- d. Bid Bulletin No. 1 dated November 8, 2021.

- ii. **FIRST AND FINEST TECH CORP.'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 **FIRST AND FINEST TECH CORP.'s** conforme thereto; and
- v. Other contract documents required by existing laws and/or DepEd in the PBD. **FIRST AND FINEST TECH CORP.** 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.


SHEILA A. SASAN
FIRST AND FINEST TECH CORP.

3. The goods shall be delivered within **ninety (90) calendar days** from receipt of **FIRST AND FINEST TECH CORP.** 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 DepEd Central Office.

4. **FIRST AND FINEST TECH CORP.** 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 **FIRST AND FINEST TECH CORP.** is in default of any of its obligation under this contract. **FIRST AND FINEST TECH CORP.** 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 following technical specifications of the items:


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

General Specifications of Swell Touch Paper

- A special coated paper material (swell touch paper) where tactile images are printed or photocopied. Anything black will puff up and become tactile when subjected to a swell touch machine.
- The raised surfaces should be firm enough that visually impaired people could feel them. They are used to convey non-textual information such as maps, painting, graphs and diagrams.


ALMA RUBY C. TORIO
Department of Education

Item No.	Technical Specifications
1	Swell Touch Paper <ul style="list-style-type: none"> • Size: 11"x11.5" • Package: 100 sheets per box • Quantity: 3 boxes
2	Swell Touch Paper <ul style="list-style-type: none"> • Size: A4 • Package: 100 sheets per box • Quantity: 311 boxes

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 **FIRST AND FINEST TECH CORP.** **DEPED** shall have the option to inspect **FIRST AND FINEST TECH CORP.**'s premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **FIRST AND FINEST TECH CORP.**'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 site 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. **FIRST AND FINEST TECH CORP.** shall deliver the goods to the project site - DepEd Central Office, Meralco Avenue, Pasig City. Goods delivered to sites other than 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.


9. In case **FIRST AND FINEST TECH CORP.** encounters condition(s) impeding timely delivery of the goods, **FIRST AND FINEST TECH CORP.** 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 **FIRST AND FINEST TECH CORP.** 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


Sharmaine
 FIRST AND FINEST TECH CORP.'s Witness


SHIELA A. SASAN
 FIRST AND FINEST TECH CORP.



ARIZ NELSON ACAY D. CAWILAN
 DEPED's Witness


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Charmaine
FIRST AND FINEST TECH CORP.'s Witness


SHEILA A. SASAN
FIRST AND FINEST TECH CORP.


ARIZ DELSON ACAY D. CAWILAN
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Department of Education

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 **FIRST AND FINEST TECH CORP.** 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 **FIRST AND FINEST TECH CORP.** 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 **FIRST AND FINEST TECH CORP.** 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 **FIRST AND FINEST TECH CORP.** 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 either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a 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 and onsite warranty for three (3) months for the items procured under this Contract shall be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by **DEPED**.

12. **FIRST AND FINEST TECH CORP.** 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 **FIRST AND FINEST TECH CORP.**, or collect from any of the securities or warranties posted by **FIRST AND FINEST TECH CORP.**, 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:


ALMA RUBY C TORIO
 Assistant Secretary
 Department of Education


SHIELA A. SASAN
 Authorized Representative
 First and Finest Technology Corporation

SIGNED IN THE PRESENCE OF:


ARIZ DELSON ACAY D. CAWILAN

 DEPED's Witness


FIRST AND FINEST TECH CORP.'s Witness

CERTIFIED FUNDS AVAILABLE: 9,641,785.-


MA. RHUNNAL CATALAN

 Chief Accountant
 Chief Accountant

REPUBLIC OF THE PHILIPPINES)
Carmona, Cavite, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Carmona, Cavite, Philippines,
this ____ day of JAN 04 2022 2021 personally appeared:

NAME

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

ALMA RUBY C. TORIO

Department of Education
DL: ND1-09-059085 exp. 2023/03/27

SHIELA A. SASAN


First and Finest Technology Corporation
DL: 004-16-001370 2023/11/17

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. 85 ;
Page No. 14 ;
Book No. 1 ;
Series of 2022


Atty. FREDERICK S. LEVARDO
NOTARY PUBLIC
P.T.R. No. 0348596 / 01-03-2017 / Cavite
I.B.P. No. 168609 / 12-09-2017 / Cavite
MCLE Compliance No. VI-001259 8172014
Roll of Attorney's No. 53706
No. 328 San Jose St., Carmona, Cavite

Sharmaine Harding
FIRST AND FINEST TECH CORP.'s Witness

Shiela A. Sasan
SHIELA A. SASAN
FIRST AND FINEST TECH CORP.

Ariz Delson Acay D. Cawilan
ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

Alma Ruby C. Torio
ALMA RUBY C. TORIO
Department of Education