



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

CONTRACT NO.: 2021-BLR2(007)-BV-CB-028- c202

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this DEC 29 2021 day of 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 **PHILCOPY CORPORATION** represented herein by its authorized representative, **HAROLD VINCENT P. TULAUAN**, with office address at 793 JP Rizal Avenue, Makati City, Philippines (hereinafter referred to as "PHILCOPY CORPORATION").

DEPED and PHILCOPY CORPORATION 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 PHILCOPY CORPORATION as having the single calculated bid for the above-captioned project for Lot No. 2; after evaluation, DEPED post-qualified and declared the bid of PHILCOPY CORPORATION as the single calculated responsive bid for Lot No. 2 in the sum of PHILIPPINE PESOS TWO HUNDRED SEVENTY-FOUR THOUSAND, SEVEN HUNDRED SEVENTY-NINE and 00/100 (PhP 274,779.00) ONLY, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Item	Quantity	Amount (PhP)
2	Kyocera Toner	18 pieces	274,779.00

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);
 - a. Schedule of Requirements;
 - b. Technical Specifications;

[Signature]
JOR-EL R. TAWAYO
 PHILCOPY CORPORATION's Witness

[Signature]
HAROLD VINCENT P. TULAUAN
 PHILCOPY CORPORATION

[Signature]
ARIZ DELSON ACAY D. CAWILAN
 DEPED's Witness

[Signature]
ALMA RUBY C. TORIO
 Department of Education

- c. General and Special Conditions of the Contract; and
- d. Bid Bulletin No. 1 dated November 8, 2021.


JOE-EL R. TAMAYO
 PHILCOPY CORPORATION's Witness

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


HAROLD VINCENT P. TULAUAN
 PHILCOPY CORPORATION

3. The goods shall be delivered within **ninety (90) calendar days** from receipt of **PHILCOPY CORPORATION** 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. **PHILCOPY CORPORATION** 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 **PHILCOPY CORPORATION** is in default of any of its obligation under this contract. **PHILCOPY CORPORATION** 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.


ARIZ DELSON ACAY D. CAWILAN
 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 following technical specifications of the items:

General Specifications of Kyocera Toner

- The toner for Kyocera Multi-function printer used in printing images in swell paper
- The printing in laser for a clear and heavy (concentrated designated area) print out in the swell paper
- The item could only be bought at Philcopy Corporation. Kyocera Document Solutions Asia Limited issued Certificate of Sole Distributorship to Philcopy Corporation in the Philippines.


ALMA RUBY C. TORIO
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JOR-EL R. TAMAYO
PHILCOPY CORPORATION's Witness

Item No.	Technical Specifications
1	Kyocera Toner TK-8519K for Taskalfa 6052CI (to supply the existing Kyocera printer) Quantity: 9 pieces
2	Kyocera Toner TK-8519C for Taskalfa 6052CI (to supply the existing Kyocera printer) Quantity: 3 pieces
3	Kyocera Toner TK-8519M for Taskalfa 6052CI (to supply the existing Kyocera printer) Quantity: 3 pieces
4	Kyocera Toner TK-8519Y for Taskalfa 6052CI (to supply the existing Kyocera printer) Quantity: 3 pieces

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.


HAROLD VINCENT B. TULAUAN
PHILCOPY CORPORATION

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


ARIZ DELSON ACAY D. CAWILAN
DEPED'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 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. **PHILCOPY CORPORATION** 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.


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9. In case **PHILCOPY CORPORATION** encounters condition(s) impeding timely delivery of the goods, **PHILCOPY CORPORATION** 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 **PHILCOPY CORPORATION** in accordance with the following disbursement procedures:


JOE-E R. FERRERAS
PHILCOPY CORPORATION's Witness


HAROLD VINCENT P. TULAUAN
PHILCOPY CORPORATION


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


ALMA RUBY C. TORIO
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 **PHILCOPY CORPORATION** 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 **PHILCOPY CORPORATION** 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 **PHILCOPY CORPORATION** 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 **PHILCOPY CORPORATION** 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. **PHILCOPY CORPORATION** 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 **PHILCOPY CORPORATION**, or collect from any of the securities or warranties posted by **PHILCOPY CORPORATION**, 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


HAROLD VINCENT P. TULAUAN
 Authorized Representative
 Philcopy Corporation

SIGNED IN THE PRESENCE OF:


ARIZ DELSON ACAY D. CAWILAN

 DEPED's Witness


JOR-EL R. TAMAYO

 PHILCOPY CORPORATION's Witness

CERTIFIED FUNDS AVAILABLE: **₱274,719.-**


M.A. RHUNNA L. CATALAN

 Chief Accountant

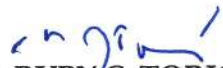
REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of DEC 29 2021, 2021 personally appeared:

NAME

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


ALMA RUBY C. TORIO
Department of Education

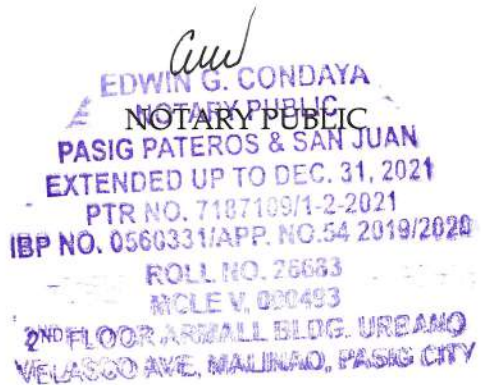

HAROLD VINCENT P. TULAUAN
Philcopy Corporation

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. 332;
Page No. 68;
Book No. CDX;
Series of 2021.


EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG PATEROS & SAN JUAN
EXTENDED UP TO DEC. 31, 2021
PTR NO. 7187109/1-2-2021
IBP NO. 0560331/APP. NO.54 2019/2020
ROLL NO. 26683
MCLE V. 000493
2ND FLOOR ARMALL BLDG. UREANO
VELASCO AVE. MALINAO, PASIG CITY


JOB-EL R. SARMIENTO
PHILCOPY CORPORATION's Witness


HAROLD VINCENT P. TULAUAN
PHILCOPY CORPORATION


ARIZ DELSON ACAY D. CAWILAN
DEPE's Witness


ALMA RUBY C. TORIO
Department of Education