



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-c22

CONTRACT AGREEMENT

FEB 23 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 Secretary, **LEONOR MAGTOLIS BRIONES**, as per Department Order No. 023, s. 2021 (hereinafter referred to as "DEPED"); and **BASE WOOD PRODUCTS IN JOINT VENTURE WITH ELMUEL JAY TRADING CONSTRUCTION, PROVERBS ENTERPRISES and HANDICAPPED PERSONS PRODUCERS COOPERATIVE**, represented herein by its authorized representative, **EDGAR B. BASE**, with office address at Mambabanga, Luna, Isabela, Philippines (hereinafter referred to as "THE JOINT VENTURE").

DEPED and THE JOINT VENTURE 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 **THE JOINT VENTURE** as having the lowest calculated bid for the above-captioned project for Lot No. 11; after evaluation, DEPED post-qualified and declared the bid of **THE JOINT VENTURE** as the lowest calculated responsive bid for Lot No. 11 in the sum of **PHILIPPINE PESOS SEVENTY-ONE MILLION, EIGHT HUNDRED TWENTY-FOUR THOUSAND, NINE HUNDRED and 00/100 (PhP 71,824,900.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Region	Items	Quantity	Amount (PhP)
11	CAR, Region I, II, IV-A, IV-B and V	Science Laboratory Table and Stool Set	3,563	71,824,900.00
		Working Table and Stool Set	3,885	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;



[Signature]
 THE JOINT VENTURE'S Witness

[Signature]
 EDGAR B. BASE
 THE JOINT VENTURE

[Signature]
 ENGR. ANNABELLE PANGAN
 CHIEF, DepEd Complex

[Signature]
 LEONOR MAGTOLIS BRIONES
 Department of Education

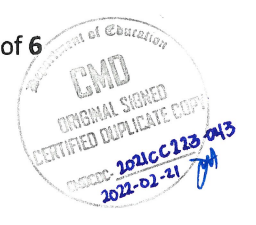

P. L. B. B. B.
THE JOINT VENTURE's Witness


EDGAR B. B. B.
THE JOINT VENTURE

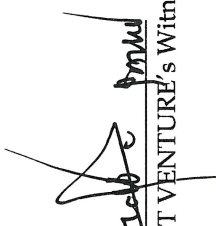

ENGR. ANABELLE M. PANGAN
DEPED


LEONOR MAGTOLIS BRIONES
Department of Education


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. **THE JOINT VENTURE'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 **THE JOINT VENTURE's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **THE JOINT VENTURE** 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 supplied by **THE JOINT VENTURE** 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 **THE JOINT VENTURE** to **DEPED** upon receipt and final acceptance at **THE JOINT VENTURE's** warehouse.
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 **THE JOINT VENTURE** of Notice to Proceed (NTP) or within the period as may be prescribed in the NTP.
5. **THE JOINT VENTURE** 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 **THE JOINT VENTURE** is in default of any of its obligation under this contract. **THE JOINT VENTURE** 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.


POYMADE
THE JOINT VENTURE's Witness

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


EDGAR B. BASE
THE JOINT VENTURE

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 **THE JOINT VENTURE** encounters condition(s) impeding timely delivery of the goods, **THE JOINT VENTURE** 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.


ENGR. AQUABELLE R. PANGAN
Chief, DepEd-EEED
DEPED's Witness

10. The Contract Price shall be paid to **THE JOINT VENTURE** 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 **THE JOINT VENTURE** 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


LEONOR MAGTOLIS BRIONES
Department of Education



the Contract; (ii) Inspection and Acceptance Reports (IARs), including certification by **THE JOINT VENTURE** 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 **THE JOINT VENTURE** 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 **THE JOINT VENTURE** 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.

11. 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**.

12. **THE JOINT VENTURE** 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 **FORMS INTL ENT CORP.**, or collect from any of the securities or warranties


c. **THE JOINT VENTURE**'s Witness


EDGAR B. BASE
THE JOINT VENTURE


ANGELITA M. PANGAN
DEPED's Witness


LEONOR MAGTOLIS BRIONES
Department of Education



posted by **FORMS INTL ENT 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.

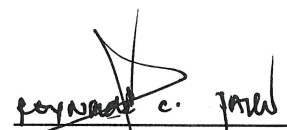
SIGNED, SEALED AND DELIVERED BY:


LEONOR MAGTOLIS BRIONES
Department of Education


EDGAR B. BASE
The Joint Venture

SIGNED IN THE PRESENCE OF:


ENGR. INEDELLE R. PANGAN
DEPED's Witness


Reynaldo C. Joral
The Joint Venture's Witness

CERTIFIED FUNDS AVAILABLE: ₱71,824,900. -


MA. RHUNNAL 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 FEB 23 day of _____ 2022 personally appeared:

NAME

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

LEONOR MAGTOLIS BRIONES
Department of Education

EDGAR B. BASE
The Joint Venture

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. 211 ;
Page No. 43 ;
Book No. CP 0x
Series of 2022.

Edwin S. Conday
EDWIN S. CONDAY
NOTARY PUBLIC
PASIG, PATEROS & SAN JUAN
EXTENDED UP TO JUNE 30, 2022
PTR NO. 7187109/1-3-22
IDP NO. 0566331/APP. NO. 54 2019-2020
ROLL NO. 26523
MCLE V-0004493
2ND FLOOR, ARMAL BLDG., URBANO
VELASCO AVE. MALINAO PASIG CITY



Edgar B. Base
THE JOINT VENTURE'S Witness

Edgar B. Base
THE JOINT VENTURE

Engr. Conchita P. Fangan
DEP. WITNESS

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	20MM 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 - 26mm x 26mm 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	727mm
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 smoothly painted
4	Wood Finish	HPL are securely bonded with the plywood with no signs of bubbles

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 27mm x 27mm 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

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 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	300Φ
2	Seat Height	650mm
D. WORKMANSHIP		
COMPONENT		BIDDER'S OFFER
1	Connection of Steel components	Steel connections and joints are properly welded



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

