



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (08) 632-13-61, Website <http://www.deped.gov.ph>



PROJECT: Supply, Distribution, Configuration, Testing, Commissioning, Training, and Maintenance of TVL Tools and Equipment Packages to Public Senior High Schools (Cabinets, Various Tools and Equipment)

CONTRACT NO.: 2022-BLR4(007to008)-BIV-CB-003-C001

CONTRACT

OCT 14 2022
THIS CONTRACT 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 and Chief of Staff, **EPIMACO V. DENSING III, CPA, MBA**, as per Department Order No. 023, s. 2021 and Office Order 00-OSEC-2022-047 (hereinafter referred to as "DEPED"); and **SUKI TRADING CORPORATION** represented herein by its Authorized Representative, **ALBERT M. DELA TORRE**, with office address at Agus, Ibabao, Lapu-Lapu City, Cebu, Philippines (hereinafter referred to as "SUKI TRADING").

DEPED and SUKI TRADING are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the supply, distribution, configuration, testing, commissioning, training and maintenance of TVL Tools and Equipment Packages consisting of five (5) Lots and received bids from six (6) bidders; DEPED opened, read, and evaluated the bids of the six (6) bidders and declared **SUKI TRADING** as having the lowest calculated bid for Lot No. 1; after evaluation, DEPED post-qualified and declared the bid of **SUKI TRADING** as the lowest calculated responsive bid for Lot No. 1 in the sum of **PHILIPPINE PESOS THIRTY MILLION, THREE HUNDRED FORTY-THREE THOUSAND, TWO HUNDRED and 00/100 (PhP 30,343,200.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Amount (PhP)
1	AGRICULTURAL EQUIPMENT (MI-LOT 1)	30,343,200.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

[Signature]
SUKI TRADING's Witness

[Signature]
ALBERT M. DELA TORRE
SUKI TRADING

[Signature]
RASHA C. LA ROSA
DEPED's Witness

[Signature]
EPIMACO V. DENSING III, CPA, MBA
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 Contract, 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 29 April 2022, and Bid Bulletin No. 2 dated 17 May 2022.
 - ii. **SUKI TRADING'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 **SUKI TRADING's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **SUKI TRADING** 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. **SUKI TRADING** 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 **SUKI TRADING** is in default of any of its obligations under this contract. **SUKI TRADING** 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.


4. The goods and services referred to in this Contract shall be delivered to the Project Site/s as indicated in the allocation list duly provided by the end-user within **120 CALENDAR DAYS** from the issuance of the Notice to Proceed or as may be indicated in the NTP.


5. **DEPED** shall have the right to visit and inspect **SUKI TRADING'S** premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **SUKI TRADING'S** capacity to discharge its contractual obligations.

6. Prior to and for purposes of inspection, **SUKI TRADING** shall ensure convenient access to the goods for inspection. **SUKI TRADING** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.


 SUKI TRADING's Witness


 ALBERT M. DELA TORRE
 SUKI TRADING


 RAPS C. LA ROSA
 DEPED's Witness


 EPIMACO V. DENING III, CPA, MBA
 Department of Education



SUKI TRADING's Witness

7. The goods shall be inspected by the DepEd Inspectorate Team at **SUKI TRADING'S** warehouse prior to delivery. A turnaround period of not more than **THIRTY (30) WORKING DAYS** from the time of the receipt of the request for Pre-Delivery Inspection shall be given to **DEPED** to schedule the inspection.

8. The goods must 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 final technical specifications as approved by the Bids and Awards Committee based on the samples submitted by **SUKI TRADING**, and reflected in the post-qualification report, which is hereto attached as Annex "A" and made an integral part hereof.

Any proposal by **SUKI TRADING** to deliver goods of different technical specifications, in lieu of those of the approved bids or samples, shall not be allowed. However, under justifiable circumstances, delivery of goods of equivalent, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the **DEPED's** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **SUKI TRADING** for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.

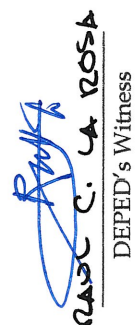


ALBERT M. DELA TORRE
SUKI TRADING

9. Goods with defects or are non-compliant to the required technical specifications during pre-delivery inspection shall be immediately replaced by **SUKI TRADING**. The replacement goods for this reason shall be subject to re-inspection. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by **DEPED** and replaced by **SUKI TRADING** in accordance with the warranty provisions in the bidding documents.

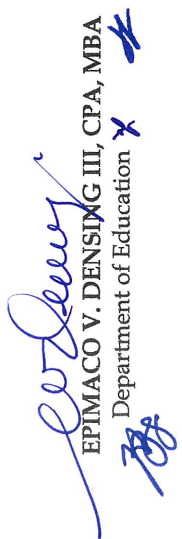
Goods are considered defective when they are unfit for the use for which it is intended or its fitness for such use is diminished to such an extent that, had the **DEPED** been aware thereof, it would not have acquired it or would have given a lower price for it.

Defects in the goods can either be patent or latent. A patent defect is one that is apparent to the buyer or normal observation. It is an apparent or obvious defect. On the other hand, a latent defect is one that is not apparent to the buyer by reasonable observation. A latent defect is hidden or one that is not immediately determinable.



RASC C. LA ROSA
DEPED's Witness

10. In case **SUKI TRADING** encounters condition(s) impeding timely delivery of the goods, **SUKI TRADING** shall promptly notify **DEPED** in writing of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **SUKI TRADING** must provide sufficient proof to support any request for work suspension and/or contract period extension.



EPIMACO V. DENISING III, CPA, MBA
Department of Education

SUKI TRADING's Witness

ALBERT M. DELA TORRE
SUKI TRADING

DEPED's Witness

CASS C. LA ROSA

EPIMACO V. DENISING III, CPA, MBA
Department of Education

11. The Contract Price shall be paid to **SUKI TRADING** in accordance with the following disbursement procedures:

11.1. 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.

11.2. **SUKI TRADING** 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 goods 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 **SUKI TRADING**, duly signed and dated by the authorized representative of the **DEPED** indicating that the goods have been delivered in accordance with the Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

11.3. Subject to the recoupment of the advance payment contemplated in Clause 12.1. above, and retention contemplated in the immediately succeeding clause, payment shall be made to **SUKI TRADING** 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:


11.3.1. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to **SUKI TRADING** upon delivery of at least twenty-five percent (25%) of the goods and acceptance of the same by **DEPED's** authorized representative;

11.3.2. Final payment shall constitute release of the retention money at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

12. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment or a Special Bank Guarantee in the amount equal to three percent (3%) of the Contract Price required under Section 62 of R.A. 9184 and its revised IRR.

12.1. The warranty period as shown in the table below, for the delivered and accepted goods in compliance with the bidding documents, shall reckon from the date of issuance of Certificate of Final Acceptance by **DEPED**.

Chainsaw, Portable	1 year (part and service)
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SUKI TRADING's Witness



ALBERT M. DELA TORRE
SUKI TRADING

Chipper shredder	1 year (part and service), succeeding 2 years (service)
Compactor. Mechanical	
Cutter, Grass	1 year (part and service)
Hedge trimmer, Power	
Mower, Lawn	1 year (part and service), succeeding 2 years (service)
Soil auger, One-man	1 year (part and service)
Soil uger, Two-man	
Sprayer, Power	
Telescopic shaft or Power high branch pruner	
Tractor, Hand, with Implements	1 year (part and service), succeeding 2 years (service)




RASE C. LA ROSA
DEPED's Witness



EPIMACO V. DENING III, CPA, MBA
Department of Education

13. **SUKI TRADING** shall be liable for liquidated damages 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 **SUKI TRADING**, or collect from any of the securities or warranties posted by **SUKI TRADING**, whichever is convenient to **DEPED**. Once the accumulated 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.
14. 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 Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of R.A. No. 876, or the "Arbitration Law" and R.A. 9285, or the "Alternative Dispute Resolution Act of 2004."


IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:


EPIMACO V. DENISING III, CPA, MBA
Undersecretary and Chief of Staff
Department of Education


ALBERT M. DELA TORRE
Authorized Representative
Suki Trading

SIGNED IN THE PRESENCE OF:


RAUL C. LA ROSA
DEPED's Witness


SUKI TRADING's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 30,343,200.00


MA. RHUNNAL. CATALAN
Chief Accountant
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 OCT 14 2022 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

EPIMACO V. DENSING III, CPA, MBA
Department of Education

ALBERT M. DELA TORRE
Suki Trading

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 seven (7) 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.

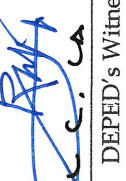
WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 256 ;
Page No. 52 ;
Book No. XIV ;
Series of 2022.

ATTY. RUBEN M. AZAÑES JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
ADM. MATTER NO. NP-004(2021-2022)
PTR NO. 2463598D/01-03-22/Q.C.
IBP NO. 178672/01-03-22/Q.C.
ROLL NO. 46427
MCLE Compliance No. VII-0018605/04-14-2025
TIN:140-394-836-000
Office Address: Agora, Camp Crame, Quezon City


SUKI TRADING's Witness


ALBERT M. DELA TORRE
SUKI TRADING


DEPED's Witness


EPIMACO V. DENSING III, CPA, MBA
Department of Education