



Republic of Philippines
DEPARTMENT OF EDUCATION

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



Emilia Arsalulo
EMILIA ARSALULO
 GIRLTEKI's Witness

PROJECT: **Mass Production and Supply of Science and Mathematics Equipment Packages to Public Elementary for Grades 1 to 3 and Grades 4 to 6, Public Junior High Schools for Grades 7 to 10 and Public Senior High Schools for Grades 11 to 12 (CORE and STEM)**

CONTRACT NO.: **2022-BLR4(001to006)-BV-CB-001-C002**

CONTRACT

JAN 24 2023

Jennifer C. Lofranco
JENNIFER C. LOFRANCO
 GIRLTEKI

THIS CONTRACT made and entered into this ____ day of _____ 2023 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **DR. GINA O. GONONG**, as per Department Order No. 001, s. 2023 (hereinafter referred to as "**DEPED**"); and **GIRLTEKI, INC.** represented herein by its Authorized Representative, **JENNIFER C. LOFRANCO**, with office address at Ground Floor, Annex A 1817-25, España Blvd., Prudencio Street, Sampaloc, Manila City, Philippines (hereinafter referred to as "**GIRLTEKI**").

DEPED and **GIRLTEKI** are collectively called "**PARTIES.**"

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

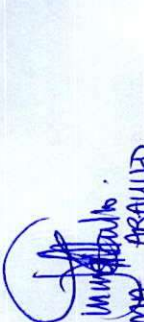
WHEREAS, DEPED invited bids for the mass production and supply of Science and Mathematics Equipment Packages consisting of fourteen (14) Lots and received bids from nine (9) bidders; **DEPED** opened, read, and evaluated the bids of the nine (9) bidders and declared **GIRLTEKI** as having the lowest calculated bid for Lot No. **2**; after evaluation, **DEPED** post-qualified and declared the bid of **GIRLTEKI** as the lowest calculated responsive bid for Lot No. **2** in the sum of **PHILIPPINE PESOS ONE HUNDRED TWENTY-TWO MILLION, TWO HUNDRED FIFTY-THREE THOUSAND, FOUR HUNDRED NINETY-EIGHT and 74/100 (PhP122,253,498.74) ONLY**, (hereinafter called the "Contract Price") detailed as follows:


Lot No.	Description	Amount (PhP)
2	DEVELOPED SCIENCE AND MATHEMATICS EQUIPMENT (Elem, JHS & SHS) (MP-LOT 2)	122,253,498.74

Dr. Gina O. Gonong
DR. GINA O. GONONG
 DEPED

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.


EMMA ARAHUD
GIRLTEKI's Witness

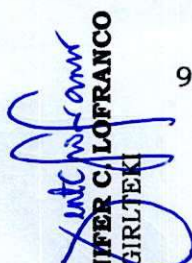

JENNIFER C. LOFRANCO
GIRLTEKI


ARIZ DEASON ACAY D. CAVILAN
DEPED's Witness


DR. GINA O. GONONG
DEPED

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 December 2021, Bid Bulletin No. 2 dated 17 January 2022, Bid Bulletin No. 3 dated 21 January 2022, and Bid Bulletin No. 4 dated 27 January 2022.
 - ii. **GIRLTEKI'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 **GIRLTEKI's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **GIRLTEKI** 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. **GIRLTEKI** 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 **GIRLTEKI** is in default of any of its obligations under this contract. **GIRLTEKI** 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 must be ready for pick-up and hauling by the designated hauling service provider within **210 CALENDAR DAYS** from the receipt of the Notice to Proceed or as may be indicated in the NTP.
5. **DEPED** shall have the right to visit and inspect **GIRLTEKI's** premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess **GIRLTEKI's** capacity to discharge its contractual obligations.
6. Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct of inspection of goods by the designated DepEd Inspectorate Team.


EMMA ARALLID
GIRLTEKI's Witness


JENNIFER C. LOFRANCO
GIRLTEKI

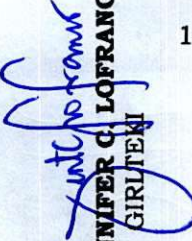

ARIZ DELSON ACAY D. CAVILAN
DEPED's Witness


DR. GINA O. GORING
DEPED

7. Prior to and for purposes of inspection, **GIRLTEKI** shall ensure convenient access to the goods for inspection. **GIRLTEKI** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, sorting, repacking, and resealing of the goods prior to, during and after the inspection.
8. The goods shall be inspected by the DepEd Inspectorate Team prior to pick-up or hauling from **GIRLTEKI'S** warehouse in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents. 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.
9. 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 **GIRLTEKI**, and reflected in the post-qualification report, which is hereto attached as Annex "A" and made an integral part hereof.

Any proposal by **GIRLTEKI** 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 **GIRLTEKI** for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.
10. Goods with defects or are non-compliant with the required technical specifications during Pre-Delivery Inspection shall be rejected, orally or in writing, by **DEPED**, and replaced by **GIRLTEKI** in accordance with the warranty provisions in the bidding documents. The replacement goods for this reason shall be subject to re-inspection.
11. The goods shall be picked-up or hauled by the designated hauling service provider within **90 WORKING DAYS** from the date of inspection and acceptance as reflected in the Inspection and Acceptance Report (IAR). Title to the goods shall pass from **GIRLTEKI** to **DEPED** upon inspection and acceptance by the latter.
12. During the said **90-day period**, **GIRLTEKI** shall retain the risks over the goods and shall have the residual obligation to ensure the safekeeping of the goods while the same are in its custody. **GIRLTEKI** shall assume accountability over the goods until the pick-up or hauling of the same and the issuance of the Transfer Manifest by the designated hauling service


EMMA KRAULEDT
GIRLTEKI's Witness


JENNIFER C. LOFRANCO
GIRLTEKI


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


DR. GINA O. GONONG
DEPED

provider. However, assembly, installation, start-up and/or commissioning of goods, in cases where they are necessary, shall remain to be the responsibility and for the account of **GIRLTEKI** notwithstanding inspection and acceptance at its warehouse or premises.

13. In case **GIRLTEKI** encounters condition(s) impeding timely delivery of the goods, **GIRLTEKI** shall promptly notify **DEPED** and **Bureau of Learning Resources – Cebu (BLR-Cebu)** 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 requests have become apparent. **GIRLTEKI** must provide sufficient proof to support any request for work suspension and/or contract period extension.

14. The Contract Price shall be paid to **GIRLTEKI** in accordance with the following disbursement procedures:

14.1. **GIRLTEKI** may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following:

- i. **GIRLTEKI's** signed summary of duly signed Delivery Receipts (DRs) in sequential order of DR numbers (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 **GIRLTEKI**, 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.

14.2. Payment shall be made to **GIRLTEKI** 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:

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

14.2.2. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods;

14.2.3. Refund/release of retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

15. 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.

15.1. The warranty period of **one (1) year** 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**.

16. **GIRLTEKI** shall be liable for liquidated damages for the delay in its delivery 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 **GIRLTEKI**, or collect from any of the securities or guarantees posted by **GIRLTEKI**, 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.

17. 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 Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

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:


DR. GINA O. GONONG
Undersecretary
DEPED *rg*




JENNIFER C. LOFRANCO
Authorized Representative
GIRLTEKI


EMMA ARSALLO
GIRLTEKI's Witness


JENNIFER C. LOFRANCO
GIRLTEKI


ARIZ DELSON ACAY D. CAVILAN
DEPED's Witness


DR. GINA O. GONONG
DEPED

SIGNED IN THE PRESENCE OF:

ARIZ DELSON ACAY D. CAVILAN
DEPED's Witness

EMMA ARSALLO
GIRLTEKI'S Witness

CERTIFIED FUNDS AVAILABLE: ₱122,253,498.74


MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
METRO MANILA) S.S

MANILA

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **MANILA**,
Philippines, this ____ day of _____ 2023 personally appeared:

JAN 24 2023

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

DR. GINA O. GONONG
Undersecretary
Department of Education

GIS ECard 066-0672-8151-2

JENNIFER C. LOFRANCO
Authorized Representative
GIRLTEKI

WMID ID

0074-0399-605-1

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.

NOTARY PUBLIC

ATTY. ROLAND E. LAS PIÑAS
Notary Public for City of Manila
Notarial Commission No. 2023/016
Until Dec 31-2024

1240-C A.H. Lacson St. Samp. Manila
Roll of Attorney No. 84035
PTR. NO. 0822024-JAN 3, 2023/MLA
IBP Membership No. 243549/06/20/2022
MCLE Exempted G.B.O. 1, s. 2008

Doc. No. 40
Page No. 8
Book No. 111
Series of 2023.

EMMA ARAULO
GIRLTEKI's Witness

JENNIFER C. LOFRANCO
GIRLTEKI

ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

DR. GINA O. GONONG
DEPED's Witness

ANNEX A

**Lot No. 2: BLR DEVELOPED SCIENCE AND MATHEMATICS EQUIPMENT
(Elementary, JHS, and SHS): GIRLTEKI Inc.**

Item No.	Description	Specifications
LOT 2: BLR-DEVELOPED SCIENCE AND MATHEMATICS EQUIPMENT (Elem, JHS & SHS)		
1	BLR-developed Blackboard Compass	Functional Specifications: used to aid teacher in constructing/drawing circles on board Performance Specifications: should be able to draw visible/large circles on board Design Specifications: please see technical drawing
2	BLR-developed Blackboard Protractor	Functional Specifications: used to aid teacher in constructing/drawing angles, arcs, and circles on board Performance Specifications: should be able to draw visible/large angles, arcs, and circles on board Design Specifications: please see technical drawing
3	BLR-developed Convection Tank (Thermocline Apparatus)	Functional Specifications: used to demonstrate liquid convection Performance Specifications: should be able to demonstrate liquid convection Design Specifications: please see technical drawing
4	BLR-developed Heat Conductivity Apparatus	Functional Specifications: Used to demonstrate the different thermal (heat) conductivities of five (5) different metals Performance Specifications: must be able to demonstrate the different thermal (heat) conductivities of five (5) different metals, with copper as the first metal, followed by aluminum, brass, mild steel and stainless steel. Design Specifications: please see technical drawing
5	BLR-developed Light Source (Single Slit)	Functional Specifications: Used to produce a defined beam of light Performance Specifications: Must be able to produce a defined beam of light Design Specifications: please see technical drawing
6	BLR-developed Set of Coils (Transformer)	Functional Specifications: used to demonstrate transformer principle Performance Specifications: should be able to demonstrate transformer principle Design Specifications: please see technical drawing
7	BLR-developed Variable Power Supply with 5 pcs. Terminal Board	Functional Specifications: used to provide variable AC and DC voltages for student group work Performance Specifications: should be able to provide variable AC and DC voltages for student group work Design Specifications: please see technical drawing

WILSON ARANJO -
EMMA

EMMA
JENNIFER C. LOFRANCO

ARIZ DELSON ACAY D. CAVILAN

MUNICIPAL
 ARAYUNO

EMMA

JENNIFER G.
 LOFRANCO

8	BLR-developed Fresh Water Aquarium with Stand	<p>Functional Specifications: Used to keep aquatic plants and animals</p> <p>Performance Specifications: Must be able to demonstrate interaction among plants and animals in a marine-like environment.</p> <p>Design Specifications: please see technical drawing</p>
9	BLR-developed: Fraction Set	<p>Functional Specifications: used to demonstrate part-to-whole concept using shapes</p> <p>Performance Specifications: must be able to demonstrate fraction as a concept using whole and fractional part of a circle and square</p> <p>Design Specifications: please see technical drawing</p>
10	BLR-developed: Linear Pair/Angle Demonstrator	<p>Functional Specifications: used to demonstrate kinds of angles and some angle relationship</p> <p>Performance Specifications: must be able to demonstrate acute, obtuse, and right angle and deduct the said angles' definitions</p> <p>Design Specifications: please see technical drawing</p>
11	BLR-developed: Manipulative Electricity Consumption Meter Model, blackboard	<p>Functional Specifications: used to demonstrate electricity consumption</p> <p>Performance Specifications: must be able to demonstrate electricity consumption in meter reading</p> <p>Design Specifications: please see technical drawing</p>
12	BLR-developed: Manipulative Water Consumption Meter Model, blackboard	<p>Functional Specifications: used to demonstrate water consumption</p> <p>Performance Specifications: must be able to demonstrate water consumption in meter reading</p> <p>Design Specifications: please see technical drawing</p>
13	BLR-developed: Models of 7-sided to 12-sided Regular Polygons	<p>Functional Specifications: used to demonstrate regular polygons</p> <p>Performance Specifications: must be able to demonstrate 7-sided to 12-sided regular polygon</p> <p>Design Specifications: please see technical drawing</p>
14	BLR-developed: Number Blocks	<p>Functional Specifications: used in number recognition and fundamental operation</p> <p>Performance Specifications: must be sturdy when thrown and show specific number and/or operation; be able to perform like dice</p> <p>Design Specifications: please see technical drawing</p>
15	BLR-developed: Place Value Chart with decimal pockets	<p>Functional Specifications: used to visualize whole and decimal numbers' place value</p> <p>Performance Specifications: must be able to hold number cards and some base ten blocks</p> <p>Design Specifications: please see technical drawing</p>

16