



PROJECT: Supply and Delivery of Various Construction Supplies and Materials for the Provision of Temporary Relocation Spaces in Connection with the Repair, Rehabilitation and Retrofitting of Various DepEd Central Office Buildings (Rebid of Lot Nos. 4 & 5)

CONTRACT NO.: 2024-AdmS1(004)-BI-CB019b-C219

CONTRACT

THIS CONTRACT is made and entered into this 09 day of AUG 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director III, Officer-in-Charge, Administrative Service, **DIR. ELLA CECILIA G. NALIPONGUIT**, as per Office Orders OO-OSEC-2024-189, dated 9 August 2024 and OO-OSEC-2024-154, dated 3 July 2024 (hereinafter referred to as "**DEPED**"); and **R2D2 TRADING**, represented herein by its Owner, **HEIDI N. MESA**, with office address at 0823 Langka St., Sta. Ursula Subd., Brgy. Batingan, Binangonan, Rizal (hereinafter referred to as "**R2D2**"), as per Omnibus Sworn Statement dated 06 May 2024 (hereto attached as Annex "A").

DEPED and **R2D2** are collectively called **PARTIES**.

WHEREAS, **DEPED** invited bids for the Supply and Delivery of Various Construction Supplies and Materials for the Provision of Temporary Relocation Spaces in Connection with the Repair, Rehabilitation and Retrofitting of Various DepEd Central Office Buildings (Rebid of Lot Nos. 4 & 5) consisting of 2 lots, and received bid from the prospective bidder for **Lot No. 5**; **DEPED** opened, read, and evaluated the bid and declared **R2D2** as having the Single Calculated Bid for Lot No. 5; after evaluation, **DEPED** post-qualified and declared the bid of **R2D2** as the Single Calculated Responsive Bid for Lot No. 5 in the sum of **PHILIPPINE PESOS FOUR HUNDRED SIXTY-EIGHT THOUSAND, ONE HUNDRED EIGHT and 77/100 (PhP468,108.77) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
5	Tiling Works	1	468,108.77

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.
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:
 - a. Resolution to Award No. 2024-AdmS1(004)-BI-CB-019b dated May 22, 2024;

REGIONAL OFFICE - PASIG CITY
 HEIDI N. MESA
 R2D2 TRADING
 WITNESS
 ENGR. OFELIA L. ALGO
 Information Technology Officer III
 Head, Administrative Services Engineering Unit
 DEPED'S WITNESS
 DIR. ELLA CECILIA G. NALIPONGUIT
 DEPED

- b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications; and
 - iv. Bid Bulletin No. 1 dated April 26, 2024;
- c. **R2D2's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **R2D2's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **R2D2** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. **R2D2** shall post a Performance Security within ten (10) calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **R2D2** is in default of any of its obligations under this Contract. **R2D2** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **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 referred to in this Contract shall be delivered by **R2D2** within **THIRTY (30)** calendar days upon the receipt of the Notice of Proceed (NTP). **R2D2** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 14 of this Contract. The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

5. **DEPED** shall have the right to visit and inspect **R2D2's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **R2D2's** capacity to discharge its contractual obligations.

6. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection, **R2D2** shall ensure convenient access to the goods for inspection. **R2D2** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.


 Regina Archae U. Mesa
 Witness


 HEIDI N. MESA
 R2D2 TRADING


 ENGR. OFELIA L. ALGO
 Information Technology Officer III
 Head, Administrative Service Engineering Unit
 DEPED's Witness


 DIR. ELLA CECILIA G. NALIPONGUIT
 DEPED



7. The goods shall be inspected by the designated DepEd Inspectorate Team. **R2D2** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and submitted in accordance with SCC Clause 4 of the Bidding Documents.
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, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **R2D2** and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
9. 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 **R2D2** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
10. In case **R2D2** encounters condition(s) impeding timely delivery of the goods, **R2D2** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension by **R2D2** shall be promptly done in writing as soon as circumstances for such request have become apparent. **R2D2** must provide sufficient proof to support any request for work suspension and/or contract period extension.
11. The Contract Price shall be paid to **R2D2** after the completion of supply and delivery as detailed below:

TIMELINE	PROJECT DELIVERABLES	Documentary Requirements
Thirty (30 days) from the receipt of the SOA from the supplier together with complete documentary requirement	Supply and delivery of construction materials	<ul style="list-style-type: none"> • Delivery Receipt received by Asset Management Division • Billing Statement or Sales Invoice

- a. Payment shall be made to **R2D2** from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
 - i. One hundred percent (100%) of the contract price shall be paid to the supplier after the supply, delivery, inspection, and acceptance of the Goods to DepEd End User. DepEd Inspectorate Team shall inspect the goods if it is in accordance with the requirements as indicated in the technical specifications and Bill

[Signature]
 Region 10 Office
 Witness

[Signature]
HEIDI N. MESA
 R2D2 TRADING

[Signature]
ENGR. OFELIA L. ALGO
 Information Technology Officer III
 Head, Administrative Service Engineering Unit
 DEPED's Witness

[Signature]
DIR. ELLA CECILIA G. NALIPONGUIT
 DEPED

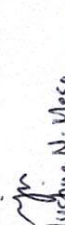
of Quantities (BOQ) upon delivery of the goods. Inspection and Acceptance Report (IAR) shall be signed by the Inspectorate Committee and by the Asset Management Division (AMD).

R2D2 must furnish a copy of the above-mentioned documents to End – User [Administrative Service – General Services Division (AS – GSD)].

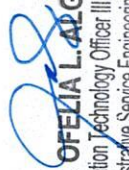
12. Payment shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee in the amount equal to at least one percent (1%) of the Contract Price as provided under Section 62.1 of RA 9184 and its Revised IRR.
- a. **R2D2** shall replace or repair all rejected goods within two (2) calendar days from receipt of the Notice of Rejection. The replacement of goods shall be subject to re-inspection.
 - b. A warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.

In case **R2D2** opts for retention money, the amount shall be released at the expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision unless, during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

13. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act (RA) No. 10173, otherwise known as the, “Data Privacy Act of 2012” and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.
14. **R2D2** 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 **R2D2**, or collect from any of the securities or warranties posted by **R2D2**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 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.
15. 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 Republic Act No. 9285 or the “Alternative Dispute Resolution Act of 2004”, and its Implementing Rules and Regulations.


Regina Justine N. Mesa
Witness


HEIDI N. MESA
R2D2 TRADING



ENGR. OFELIA L. ALGO
Information Technology Officer III
Head, Administrative Service Engineering Unit
DEPED's Witness


DIR. ELLA CECILIA G. NALIPONGUIT
DEPED




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:



DIR. ELLA CECILIA G. NALIPONGUIT
Director III
Officer-in-Charge
Administrative Service-Office of the
Director
DEPED


HEIDI N. MESA
Owner
R2D2 TRADING

SIGNED IN THE PRESENCE OF:


ENGR. OFELIA L. ALGO
Information Technology Officer III
Head, Administrative Service Engineering Unit

DEPED's Witness


Regina Justine N. Mesa

R2D2 TRADING's Witness

CERTIFIED FUNDS AVAILABLE: ₱468,108.77


MA. RHUNNA L. CATALAN

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
METRO MANILA) S.S

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of 29 AUG 2024 personally appeared:

NAME

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

DIR. ELLA CECILIA G. NALIPONGUIT
Director III
Officer-in-Charge
Administrative Service-Office of the
Director
DEPED

driver's license: k-02-08-005619

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

ATTY. NEIL TANDANGIT ALBOPERA
NOTARY PUBLIC

Until ~~December 31, 2025~~
NOTARY PUBLIC
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 /Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242-007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 09077 6344229

Doc. No. 402;
Page No. 94;
Book No. XIX;
Series of 2024.

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REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of 29 AUG 2024, 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

HEIDI N. MESA

Owner

R2D2 TRADING

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

ATTY. NEIL TANLUNGIT ALBOPER.

NOTARY PUBLIC
NOTARY PUBLIC

Until December 31, 2025

Pasig City and in the Municipality of Pateros, Metro Manila

PTR No. 1357680 / Pasig City/01 -02-2024

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