



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON



## CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

**DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON**, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as **DEPED**.

-and-

**ACE VISUAL SOLUTIONS**, with principal address at B10 L5, Aldea del Sol, Bankal, Lapu-Lapu City, Cebu, represented herein by its Proprietor, **MARIA FATIMA A. SOLON**, hereinafter referred to as the **SUPPLIER**.

### WITNESSETH

**WHEREAS**, the Procuring Entity has undertaken the **PROCUREMENT OF PRINTING OF CMAPS** for the **FINALIZATION WORKSHOP AND PRINTING OF CURRICULUM MAPS FOR ALL LEARNING AREAS IN ALL KEY STAGES**;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **NINETY-SEVEN THOUSAND NINE HUNDRED EIGHTY PESOS ONLY (Php97,980.00)**;

**WHEREAS**, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex "H" thereof;

**WHEREAS**, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

**WHEREAS**, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) website, and office website on July 29, 2022, respectively, and conspicuous bulletin board in the premises of this Office on July 29, 2022 to August 4, 2022;

**WHEREAS**, RFQs were sent to at least four prospective suppliers namely:

1. Eduresources Publishing Inc.;
2. J.C. Palabay Enterprises, Inc.;
3. RJManila Consumer Goods Trading; and
4. St. Bernadette Circulation



Address: Gate 2, Karangalan Village, Cainta, Rizal  
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487  
Email Address: region4a@deped.gov.ph  
Website: depedcalabarzon.ph

**WHEREAS**, four (4) Suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID	REMARKS
ACE VISUAL SOLUTIONS	Php74,727.00	Complying
ARIS PRINTINGHAUS, INC.	Php96,600.00	Complying
KING PHIL. PRINTING SERVICES	Php206,770.00	Non-Complying
AG3 COLORS PRINTING PRESS	Php206,406.00	Non-Complying

**WHEREAS**, after review and deliberation on the proposal, **ACE VISUAL SOLUTIONS** complied with the requirements and declared as the Lowest Calculated and Responsive Bid (LCRB);

**WHEREAS**, the Entity invited Bids for the Procurement of **PRINTING OF CMAPS** for the **FINALIZATION WORKSHOP AND PRINTING OF CURRICULUM MAPS FOR ALL LEARNING AREAS IN ALL KEY STAGES** and has accepted a Bid by the Contractor in the sum of **SEVENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-SEVEN PESOS ONLY (Php74,727.00)**. (Hereinafter called “the Contract Price”).

**NOW, THEREFORE**, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth, the parties hereto have agreed and do hereby mutually agree as follows:

Section 1  
**Documents deemed part**

The following documents shall be attached, deemed to form, and be read and construed as integral part of this agreement, to wit:

- 1. The Request For Quotation (RFQ);
- 2. The Quotation;
- 3. The Affidavit dated August 4, 2022 of Maria Fatima A. Solon; and
- 4. The Request for Budget dated July 19, 2022.

Section 2  
**Delivery**

The Supplier shall make delivery at any time within 15 days from the approval of sample. The delivery shall be made from Monday to Friday except holidays and from 8:00 AM to 5:00 PM.

The goods shall be delivered to the Asset Section of the Regional Office. It shall be inspected by the Curriculum Learning and Management Division of this Office before acknowledging receipt of the deliveries:

Section 3  
**Obligations of the Supplier**

In consideration of the payment to be made by DepEd to the Supplier, the Supplier shall:

- 1. deliver the **CMaps** with the following Specifications:

Number of copies	23
Number of pages	1123
Size	21.0 x 29.7 cm/A4
Inside pages	Black and white Full text and no illustrations

Thickness	1.2 mm
Cover Page	Hard, glossy and colored
Binding	Hard bound

The goods must conform to and comply with the said specification. Any proposal by the Supplier to deliver goods of different specification in lieu of those approved bids, shall not be allowed.

- 2. replace any **CMaps** found to be defective or non-compliance to the required specification within three working days from discovery. The replacement goods for this reason shall be subject to re-inspection.

All other obligations of the Supplier not mentioned herein but are provided in the documents mentioned in Section 9 are deemed imposed.

Section 4  
**Responsibilities of the Client**

The Client shall pay the Supplier the amount of **SEVENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-SEVEN PESOS ONLY (Php74,727.00)** for the printing of CMaps with the period mentioned in the Request for Quotation.

Section 5  
**Assignment**

This contract cannot be assigned or subcontracted to third party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity and such arrangement should be approved by both party.

Section 6  
**Copyright and Confidentiality**

The copyright over the contents of the CMaps shall belong to DepEd. Thus, the supplier is prohibited from reproducing and distributing such materials to third parties.

DepEd retains the right to file complaint and to prosecute its claims against the supplier before the regular courts and any other government agencies in case of breach of the confidentiality of this agreement and violation of DepEd’s copyright over the content.

Section 7  
**Dispute**

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this contract. 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.

Section 8  
**Warranty**

The Supplier hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 9  
**Other conditions of the contract**


The Supplier shall cause the notarization of this contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of 21 SEP 2022 at LAPULAPU CITY, Philippines.

**Department of Education**  
**Region IV-A CALABARZON**  
*First Party*


**ACE VISUAL SOLUTIONS**

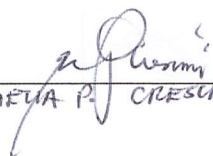
*As represented by:*

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Assistant Secretary  
Officer-In-Charge, Office of the  
Regional Director

  
**MARIA FATIMA A. SOLON**  
*Second Party*

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
Ryan H. Solon

  
\_\_\_\_\_  
EMEYA P. CRESANI

Republic of the Philippines  
**LAPULAPU CITY** S.S.

## ACKNOWLEDGMENT

**BEFORE ME**, a Notary Public for and in the City of **LAPULAPU CITY**, this **21 SEP 2022**, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd 4529876</u>	<u></u>
<u>Maria Fatima A. Solon</u>	<u>DL N62-96-329685</u>	<u>04/17/2032</u>

who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL**, at the place and date above-written.

**Notary Public**

Doc. No. 168;  
Page No. 34;  
Book No. IX;  
Series of 2022.

ATTY. OLIVER T. BOOC  
NOTARY PUBLIC UNTIL DECEMBER 31, 2023  
IBP LIFETIME MEMBER NO.004470  
PTR (02) NO.9538642 LLCI-II-22  
ROLL NO.42072 CONL. NO.598-L  
MCLE COMPLIANCE NO. VI 23225 4-1012019