



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

CONTRACT

THIS CONTRACT made and entered into this 02 NOV 2022 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-

BLOOMBOOKS INC., with principal address at Unit A 5218 Que Grande Sulok Street, Ugong, Valenzuela City, represented by its herein Sales Head and authorized Representative, **ERELYN LIM VILLANUEVA**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the Procuring Entity invited bids for the Procurement of the **Printing and Delivery of ALS Learning Resources for the Implementation of BE-LCP (ROIVA-22-03)**. The invitation was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on September 6, 2022, at the office website, and in conspicuous bulletin board of the Regional Office on September 5 to 27, 2022;

WHEREAS, the Approved Budget for the Contract (ABC) is **SEVEN MILLION EIGHT HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FORTY-FOUR PESOS ONLY (Php7,843,644.00)**;

WHEREAS, on August 10, 2022, the pre-procurement conference was conducted online via Zoom.

WHEREAS, on September 15, 2022, a pre-bidding conference was conducted at the Regional Director's Conference Room. Representative from COA, President of the Philippine Chamber of Commerce and Industry-Rizal Province, and President of the GPTA Federation President, Karangalan Village, Cainta, Rizal were invited as observers. Consequently, Bid Bulletin No. 4, s. 2022 dated September 15, 2022, was issued.

WHEREAS, on September 28, 2022, the bid opening conference was conducted at Bulwagan ng Karangalan, DepEd Region IV-A. Representative from COA, President of the Philippine Chamber of Commerce and Industry-Rizal Province, and President of the GPTA Federation President, Karangalan Village, Cainta, Rizal were invited as observers.

WHEREAS, three (3) bidders submitted their bidding documents at the Regional Office. During the Bid Opening, **BLOOMBOOKS INC.**, **STA. BARBARA PRINTSHOP & GEN. MDSE.**, and **HAUS OF SERAH PRINTING AND TRADING CORP.** submitted their respective Bidding Documents for bid evaluation of the Bids and Awards Committee (BAC).



Legal-CO01-2022-33

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, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC determined that the three (3) bidders, **BLOOMBOOKS INC., STA. BARBARA PRINTSHOP & GEN. MDSE.,** and **HAUS OF SERAH PRINTING AND TRADING CORP.** met the criterion and were initially rated as "Passed" or "Complying".

WHEREAS, per Abstract of Bids, the bidder who has the Lowest Calculated Bid (LCB) is **BLOOMBOOKS INC.** with a total bid of **TWO MILLION ONE HUNDRED TWENTY THOUSAND FORTY-THREE and 40/100 PESOS ONLY (Php2,120,043.40)**, as follows:

NAME OF BIDDER	BID AMOUNT	RANK
BLOOMBOOKS INC.	Php2,120,043.40	1
HAUS OF SERAH PRINTING AND TRADING CORP.	Php2,336,965.60	2
STA. BARBARA PRINSHOP & GEN. MDSE.	Php3,398,480.00	3

WHEREAS, after the bid opening and after the post qualification, **BLOOMBOOKS INC.**, was found to be technically and financially qualified to undertake the project.

WHEREAS, on October 17, 2022, the Bids and Awards Committee of DepEd CALABARZON recommended to the head of the procuring entity award to **BLOOMBOOKS INC.**

WHEREAS, the Entity invited Bids for the Printing and Delivery of ALS Learning Resources for the Implementation of BE-LCP (ROIVA-22-03) and has accepted a bid by the supplier of the printing and delivery in the sum of **TWO MILLION ONE HUNDRED TWENTY THOUSAND FORTY-THREE and 40/100 PESOS ONLY (Php2,120,043.40)** (hereinafter called the "Contract Price").

NOW, THEREFORE, for and consideration of the premises, the parties hereby agree as follows:

SECTION 1 USE OF WORDS

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

SECTION 2 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:

- (a) Philippine Bidding Documents
- (b) Invitation to Bid
- (c) Bid Form
- (d) Bid Bulletin
- (e) Supplier's bidding documents including the Technical, Legal, and Financial requirements and all other documents/statements submitted (e.g. bidders response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (f) The General Conditions of Contract
- (g) The Special Conditions of Contract
- (h) The Schedule Requirements
- (i) The Technical Specifications
- (j) The Performance Security; and

The image shows two handwritten signatures on the left side of the page. The top signature is a large, stylized cursive signature. Below it is a smaller, more legible signature. To the right of these signatures is a faint, circular official stamp or seal, which is mostly illegible due to fading.

(k) The entity's Notice of Award

SECTION 3
INSPECTION

In relation to GCC clause 4 of the Special Conditions of the Contract, there shall be a pre-delivery inspection to be conducted at the site/warehouse of the Supplier by the Regional Inspection and Acceptance Committee and Procurement Unit of DepEd at least five (5) days prior to the delivery.

The Supplier shall give the schedule of the pre-delivery inspection to DepEd at least ten (10) days prior to the delivery. In no case shall the pre-delivery inspection and delivery inspection be conducted after thirty (30) calendar days from receipt of the Notice of Proceed. Otherwise, DepEd shall impose Liquidating Damages in accordance with Item 3.1 of Annex D of the 2016 Revised Implementing Rules and Regulations of RA No. 9184.

SECTION 4
DELIVERY

In addition to GCC clause 1 of the Special Conditions of Contract, the Supplier shall deliver the identified number of **Self Learning Modules (SLMs)** to the 22 Schools Division Offices (SDOs) identified in Item b of Section VI Schedule of Requirements. The number of SLMs per SDO shall be intimated to the Supplier within five (5) days from the execution of this Contract.

Moreover, the delivery shall be made to the Property Custodian or Supplier Officer of the SDO concerned.

SECTION 5
OBLIGATIONS OF THE SUPPLIER

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

1. deliver the **SLMs** in conformity in all respect with the technical specifications provided in Section VII. Technical Specification of the Bid documents including the number of pages and number of copies.

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 required, shall not be allowed.

2. replace any **SLMs** found to be defective or non-compliance to the required specification within three (3) working days from discovery. The replacement goods for this reason shall be subject to re-inspection;
3. Consent to the amendment of this Contract, in case of miscomputation on the number of pages and number of copies with the corresponding value/price of the deliveries.

All other obligations of the Supplier not mentioned herein but are provided in the documents mentioned in Section 2 are deemed imposed.



SECTION 6
RESPONSIBILITIES OF DEPED

In consideration of the obligations of the Supplier, DepEd shall:

1. Pay the Supplier the amount of **TWO MILLION ONE HUNDRED TWENTY THOUSAND FORTY-THREE and 40/100 PESOS (Php2,120,043.40) ONLY;**
2. Allow advance payment in accordance with the Item 4.1 of Annex D of the 2016 IRR and after compliance with GCC Clause 2.2 of the Special Conditions of the Contract; and
3. Conduct pre-delivery inspection and delivery inspection in accordance with Section 3 and Section 4 of this Contract.

All other obligations of DepEd not mentioned herein but are provided in the documents mentioned in Section 2 are deemed imposed.

SECTION 7
COPYRIGHT

The copyright over the **SLMs** remains with 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 SLMs in addition to the provision on Intellectual Rights under the Special Condition of Contract.

SECTION 8
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 9
WARRANTY

The Supplier hereby warrants and attests that the signatory in this contract is duly authorized by the Board of Directors of the Supplier.

SECTION 10
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 02 NOV 2022 at Quezon City, Philippines.

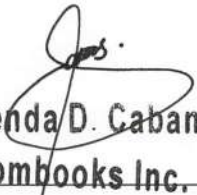
**Department of Education
Region IV-A CALABARZON**

BLOOMBOOKS INC.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


ERELYN LIM VILLANUEVA
Sales Head/ Authorized
Representative

SIGNED IN THE PRESENCE OF:


Ma. Glenda D. Cabanus
Bloombooks Inc.



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) SS.

BEFORE ME, a Notary Public for and in the City of Quezon City, this 02 NOV 2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Erelyn Lim Villanueva</u>	<u>UMID ID NO. 0034 - 1062412 -5</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 six (6) 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.

Doc. No. 71....;
Page No. 15..;
Book No. LXXI.V
Series of 2022.

Notary Public

R. Montenegro
ATTY. ROSALINDA ADRIANO-MONTENEGRO
Notary Public
Commission expires on Dec. 31, 2023
PTR No. 2443144 - 01/03/2022 - Q.C.
IBP No. 195704 - 01/04/2022 - Q.C.
Roll No. 68465
MCLE Comp. No. VIII-0021672 - 04/14/2025
Unit 312 Bldg. 137 Malakas St. Brgy. Central Q.C.

[Handwritten signature]