



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-

VJ GRAPHICS ARTS, INC. with principal address at Unit 12 No Future Point Plaza 2, 115 Mother Ignacia Ave., Diliman, South Triangle, Quezon City, represented herein by its Corporate Secretary, **PERCIVAL D. DATU**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the Procuring Entity has undertaken the **PRINTING OF REGIONAL EDUCATION PLAN**;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED PESOS ONLY (Php112,500.00)**;

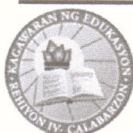
WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not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

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on January 28, 2023, office website and conspicuous bulletin board in the premises of this Office on January 27, 2023 to January 31, 2023;

WHEREAS, RFQs were sent to four (4) prospective suppliers namely:

1. Golden Pearl Printers Inc.;
2. St. Claire Printing Services;
3. Bloombooks Inc.;
4. Rondael Graphic Arts Design and Supplies

WHEREAS, one (1) Suppliers submitted its proposals; the **Supplier** proposed in the amount of **ONE HUNDRED TEN THOUSAND SIX HUNDRED TWENTY-FIVE PESOS ONLY (Php110,625.00)**. Thus, the **Supplier** is declared as the lone bidder;



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, after review and deliberation on the proposal, the **Supplier** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, the Entity invited Bids for the Procurement of **PRINTING OF REGIONAL EDUCATIONAL PLAN** and has accepted a Bid by the Contractor in the sum of **ONE HUNDRED TEN THOUSAND SIX HUNDRED TWENTY-FIVE PESOS ONLY (Php110,625.00)**. (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:

- 1. Request For Quotation (RFQ);
- 2. Submitted Quotation;
- 3. Letter request dated January 23, 2023 of Elino S. Garcia;
- 4. Affidavit dated January 30, 2023 of Percival D. Datu;
- 5. Request for Budget dated January 17, 2023;
- 6. Authority of Signatory/Secretary’s Certificate; and
- 7. Omnibus Sworn Statement.

Section 2
Delivery

The Supplier shall make delivery at any time within 5 days from the execution of this Contract. 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 Policy Planning and Research 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 deliver the **Regional Education Plan** with the following specifications:

Job:	Printing of Regional Education Plan
Process:	Offset Printing
Quantity:	75 copies
Color:	Cover: Full Color Inside: Full Color
Size:	8.27” x 11.69” (A4)
Pages:	125 pages (including cover)
Materials:	Cover: C2S# 140 Inside: C2S# 100
Binding:	Hard Bound
Others:	Cover: With Plastic Lamination Inside: Smyth Sewn

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.

Replace any **Regional Education Plan** 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 1 are deemed imposed.

Section 4 **Responsibilities of the Client**

The Client shall pay the Supplier the amount of **ONE HUNDRED TEN THOUSAND SIX HUNDRED TWENTY-FIVE PESOS ONLY (Php110,625.00)** for the printing of **Regional Education Plan** with the period mentioned in the Request for Quotation.

Section 5 **Copyright and Confidentiality**

The copyright over the contents of the **Regional Education Plan** 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 6 **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 7 **Warranty**

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


Section 8 **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 FEB 23 2023 at QUEZON CITY, Philippines.

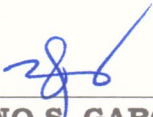
Department of Education
Region IV-A CALABARZON

VJ Graphics Arts, Inc.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


PERCIVAL D. DATU
Corporate Secretary

SIGNED IN THE PRESENCE OF:


ELINO S. GARCIA
OIC-Chief, PPRD

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT


BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this FEB 23 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	_____	_____
<u>Percival D. Datu</u>	<u>DRIVERS LICENSE NO. N02-91-184639</u>	<u>10/28/2023</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 four (4) 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. 70;
Page No. 14;
Book No. 324;
Series of 2023.


Notary Public
ATTY. JASON G. DE BELEN
Roll No. 35259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 7M Sct. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22