



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

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this__ day of _____, 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 the **PROCURING ENTITY**.

-and-

OMF LITERATURE INC., an entity duly organized and existing under the Philippine laws, represented herein by its Sales & Marketing Director, **GLADYS LUZ C. DORONILA**, with office address at 776 Boni Avenue corner Pinatubo Street, Mandaluyong City, herein after referred to as the **SUPPLIER**.

WHEREAS, on November 15, 2023, the **Procuring Entity** has advertised its procurement activity for the **SUPPLY AND DOOR TO DOOR DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES (SLRs) FOR LIBRARY HUBS (ROIVA-23-06) - LOT III**;

WHEREAS, the Approved Budget for the Contract (ABC) is **FIVE MILLION SIX HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY-FIVE PESOS ONLY (PhP5,674,135.00)**;

WHEREAS, the pre-procurement conference was conducted on November 24, 2023, 9:00 AM at the Bulwagan ng Karangalan, DepEd Region 4A;

WHEREAS, the notice for pre-bid, bid opening, bid evaluation and post-qualification was sent to the members of BAC and TWG, while the invitation for the pre-bid, bid opening, bid evaluation and post-qualification was also sent to Gladdie Mallari, President Fof Philippine Chamber of Commerce and Industry - Rizal, Office of Transparency and Accountability Network-Quezon City, Maria Angelica H. Santiago, State Auditor III, and Merly P. Bona, GPTA Federation President as observers;

WHEREAS, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on November 15, 2023, and at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on November 14, 2023;



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

WHEREAS, the pre-bid conference was conducted on November 24, 2023 at 9:00 AM at the Bulwagan ng Karangalan, DepEd Region IVA. On November 28 and 29, 2023, the Bid Bulletin No. 8, s. 2023, and Bid Bulletin No. 10, s. 2023 were posted at the office website, bulletin board and PhilGEPS, respectively;

WHEREAS, Bid Opening was conducted on December 7, 2023 at 10:00 AM at the Bulwagan ng Karangalan of DepEd Region IV-A. Nine (9) prospective bidders have submitted their sealed bids for Lot I, Lot II, Lot III, Lot IV, Lot V, Lot VI, Lot VII, Lot VIII, and Lot X, respectively.

WHEREAS, only one (1) bidder submitted its sealed bid at the Regional Office for Lot III. Bid evaluation was conducted on December 11, 2023 at 10:00 AM at the Bulwagan ng Karangalan, DepEd Region IV-A;

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the lone bidder, **OMF LITERATURE INC.** was eligible for being compliant with the required documents. Thus **OMF LITERATURE INC.** was rated as "Passed";

WHEREAS, per abstract of Bids, the lone bidder, **OMF LITERATURE INC.** has the single Calculated Bid with a total amount of **FIVE MILLION SIX HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY-FIVE PESOS ONLY (Php5,674,135.00)**;

WHEREAS, on December 13, 2023, post qualification was conducted on **OMF LITERATURE INC.** being the lone bidder;

WHEREAS, a careful examination, validation and verification of all the submitted legal, technical and financial requirements was conducted during the post-qualification and the supplier's requirements were verified;

WHEREAS, on December 18, 2023, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to **Supplier** for the **SUPPLY AND DOOR TO DOOR DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES (SLRs) FOR LIBRARY HUBS (ROIVA-23-06) - LOT III.**

NOW, THEREFORE, for and in 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 those respectively assigned in the Philippine Bidding Document.

SECTION 2 **Documents deemed part**

All documents submitted by Supplier and all the documents released and issued by the Procuring Entity and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) Invitation to Bid;
- b) Instructions to Bidders;
- c) Bid Data Sheet;
- d) General Conditions of Contract;
- e) Special Conditions of Contract;
- f) Schedule of Requirements;
- g) Technical Specifications;
- h) Addenda and/or Supplemental/Bid Bulletins, if any;

- i) Notice of Award of Contract and the Bidder's conforme thereto;
- j) Performance Bond;
- k) Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidders response to request to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- l) Eligibility requirements, documents and/or statements;
- m) Other contract documents that may be required by existing laws and/or the Entity.

shall form part of this contract.

SECTION 3 Supplement to the Supplier's Obligation

In addition to the **Supplier's** Obligations mentioned and stated in Section V (Special Conditions of the Contract) and Item c, Section VI (Schedule of Requirements) of the Philippine Bidding Documents and all other documents mentioned in Section 2 of this Contract, the **Supplier** shall also:

- a. Supply Supplementary Learning Resources (SLRs) identified in pages 54 to 58 of the Philippine Bidding Documents and deliver to the 26 Library Hubs of Schools Division Offices of DepEd Region IV-A CALABARZON identified in Item b, Section VI (Schedule of Requirements) of the Philippine Bidding Documents within 45 calendar days upon receipt of the Notice to Proceed.

Staggered delivery of the SLRs is allowed provided that all the SLRs must be delivered before the lapse of the 45 calendar days.

- b. Comply to the lawful order of the **Procuring Entity** or his representative especially when the **Supplier** is made to answer in writing his failure to accomplish the supply and delivery in accordance with this contract;
- c. Submit an accomplishment report when required by the **Procuring Entity** as part of its monitoring and evaluation; and
- d. Remedy any defects in the SLRs delivered in accordance with the conditions set forth in Item 5, Item c, Section VI of the Philippine Bidding Documents.

SECTION 4 Obligations of the Procuring Entity

The **Procuring Entity** hereby undertake to pay the **Supplier**, in consideration of the faithful and full performance of the Supplier's obligations, the amount of **FIVE MILLION SIX HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY-FIVE PESOS ONLY (PhP5,674,135.00)**. In case of partial performance, the **Procuring Entity** shall pay the **Supplier** the value of the SLRs delivered subject to the imposition of liquidating damages.

SECTION 5
Monitoring and Validation of the Work
Progress/Accomplishment

The **Procuring Entity** or its representative shall monitor the progress of the delivery. In every Friday beginning the commencement of the supply and delivery or from the last monitoring, the **Procuring Entity** or his representative may follow-up the progress of the delivery until all the Supplementary Learning Resources are delivered within the contract period.

In case the supply and delivery has not been fully satisfied until the last day of the contract time, the **Procuring Entity** or his representative shall make the **Supplier** explain in writing and the **Procuring Entity** may opt to avail of legal remedies provided in Annex "I" of the 2016 Revised IRR of RA 9184 and applicable laws, rules and regulations to make it sure that the interest of the government is protected.

SECTION 6
Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

SECTION 7
Venue of Actions

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.

Department of Education
Region IV-A CALABARZON



ATTY. ALBERTO T. ESCOBARTE, CESO II
 Regional Director

OMF Literature Inc.


GLADYS LUZ C. DORONILA
 Sales & Marketing Director

SIGNED IN THE PRESENCE OF:

ANN GERALYN T. PELIAS
 Chief Administrative Office, ASD
 DepEd Region IV-A CALABARZON


Rosario P. Serse
 Accounts Officer

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this DEC 27 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Employee No. 4529876	
<u>Gladys Luz C. Doronila</u>	<u>TIN 214-809-419</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.

Doc. No. 205;
Page No. 51;
Book No. 11;
Series of 2023. Jan

ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C
IBP No. 167803 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754