



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



Legal-CO01-2024-92

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-

HAUS OF SERAH PRINTING AND TRADING CORPORATION, an entity duly organized and existing under the Philippine laws, represented herein by its Authorized Representative, **ERMA S. PONCE DE LEON**, with office address at 23 River End Street, Vista Verde Country Homes, Brgy. Muntindilaw, Antipolo City, herein after referred to as the **SUPPLIER**.

WHEREAS, on February 7, 2024, the **Procuring Entity** has advertised its procurement activity for the **PRINTING AND DELIVERY OF LOCALLY DEVELOPED ALTERNATIVE LEARNING SYSTEM (ALS) LEARNING RESOURCES (ROIVA-2024-04)**;

WHEREAS, the Approved Budget for the Contract (ABC) is **TWELVE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY PESOS ONLY (PhP12,188,850.00)**;

WHEREAS, the pre-procurement conference was conducted on February 1, 2024, 4:00 PM at DepEd Region IV-A CALABARZON, Gate 2 Karangalan Village, Cainta, Rizal;

WHEREAS, the notice for pre-bid, bid opening, bid evaluation and post-qualification were sent to the members of BAC and TWG, while the invitation for the pre-bid, bid opening, bid evaluation and post-qualification were also sent to Gladdie Mallari, President of 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 February 7, 2024, and at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on February 6, 2024;



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 February 16, 2024, 9:00 AM at the Bulwagan ng Karangalan, DepEd Region 4A;

WHEREAS, the bid opening was conducted on February 29, 2024 at 1:00 PM at the Office of the Regional Director Conference Room, DepEd Region IV-A;

WHEREAS, four (4) prospective bidders have submitted their sealed bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID AS READ
Haus of Serah Printing and Trading Corporation	PhP10,037,520.08
Vibal Foundation, Inc.	PhP11,388,588.15
S Trix General Merchandise	PhP11,827,215.00
Eduresources Publishing, Inc.	PhP11,830,363.38

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the Lowest Calculated Bid (LCB), **HAUS OF SERAH PRINTING AND TRADING CORPORATION** was eligible for being compliant with the required documents. Thus **HAUS OF SERAH PRINTING AND TRADING CORPORATION** was rated as "Passed";

WHEREAS, per abstract of Bids, **HAUS OF SERAH PRINTING AND TRADING CORPORATION** has the Lowest Calculated Bid with a total amount of **TEN MILLION THIRTY-SEVEN THOUSAND FIVE HUNDRED TWENTY PESOS AND 8/100 (PhP10,037,520.08)**;

WHEREAS, on March 8, 2024, post qualification was conducted on **HAUS OF SERAH PRINTING AND TRADING CORPORATION** being the lowest 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 March 11, 2024, 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 **PRINTING AND DELIVERY OF LOCALLY DEVELOPED ALTERNATIVE LEARNING SYSTEM (ALS) LEARNING RESOURCES (ROIVA-2024-04)**;

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 Security;
- 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 b, 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. Deliver the ALS Learning Resources shall be delivered to the 23 Schools Division Offices of DepEd Region IV-A CALABARZON identified in Item b, Section VI (Schedule of Requirements) of the Philippine Bidding Documents within 60 calendar days upon receipt of the Notice to Proceed.

Staggered delivery of the ALS Learning Resources is allowed provided that all the ALS Learning Resources must be delivered before the lapse of the 60 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 ALS Learning Resources 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 **TEN MILLION THIRTY-SEVEN THOUSAND FIVE HUNDRED TWENTY PESOS AND 8/100 (PhP10,037,520.08)**. In case of partial performance, the **Procuring Entity** shall pay the **Supplier** the value of the ALS Learning Resources 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 ALS 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 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.

SECTION 7 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.

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

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

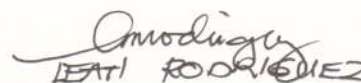
**Haus of Serah Printing
and Trading Corporation**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


ERMA S. PONCE DE LEON
Authorized Representative

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA
Chief Education Supervisor, CLMD
DepEd Region IV-A CALABARZON


EATI RODRIGUEZ

Republic of the Philippines

QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of **QUEZON CITY**, this
APR 04 2024, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Employee No. 4529876	_____
Erma S. Ponce De Leon	_____	_____

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. ...316...;
Page No. ...65...;
Book No. ...VIII...;
Series of 2024.

Marilyn Aguilar
ATTY. MARILYN B. AGUILAR
 Notary Public for Quezon City
 Until December 31, 2025
 IBP No. 390487 - Jan. 3, 2024
 MCLE Compliance No. VII-0001663
 Appointment No. N-93 (2024-2025)
 PTR No. 5555049 Jan. 2, 2024
 Quezon City Roll No. 73209
 28 Baker St., Fairmont Subd., Brgy.
 North Fairview, Quezon City