



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-

**ADARNA HOUSE INC.**, an entity duly organized and existing under the Philippine laws, represented herein by its Authorized Representative, **AGNO VIRGILIO S. ALMARIO**, with office address at 109 Scout Fernandez, Brgy. Sacred Heart, Quezon City, herein after referred to as the **SUPPLIER**.

**WHEREAS**, the Procuring Entity received the Sub-Allotment Release Order (SARO) with number OSEC-4A-24-2494 in the amount of PhP139,631,330.50 for the Procurement of Supplementary Learning Resources (SLR's) for Library Hubs;

**WHEREAS**, attached in the SARO is the Joint Memorandum entitled 'FY 2024 Fund Allocation and Downloading of Funds for Provision of Supplementary Learning Resources (SLRs) for Library Hubs' stating that the priority SLRs for reading to be scoped or evaluated and procured shall contain the following themes: (a) Values Education; (b) Health; (c) Peace Education and (d) Gender and Development;

**WHEREAS**, on August 9, 2024, the end-user submitted an Authority to Procure with the attached list of SLRs to be procured;

**WHEREAS**, on August 16, 2024, the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat and End-user conducted a pre-procurement conference to discuss the said allotment and approved the bid documents for the procurement of SLR's for Library Hubs;

**WHEREAS**, on August 23, 2024, the Procuring Entity has advertised its procurement activity for the procurement of **SUPPLY AND DOOR TO DOOR DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES (SLRs) FOR LIBRARY HUBS WITH PROJECT IDENTIFICATION NUMBER ROIVA-24-07 - LOT 3** in the Philgeps website, Office website, and in conspicuous bulletin board of the Office;

*[Handwritten signature]*



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 Approved Budget for the Contract (ABC) as indicated in the Philippine Bidding Documents is **PhP18,512,612.00**;

**WHEREAS**, on September 5, 2024, Pre-bid Conference was conducted; the Bid Bulletin No. 3, s. 2024 dated September 6, 2024 was issued amending the amount of ABC to **PhP19,728,822.00**;

**WHEREAS**, the bid submission and opening was conducted on September 19, 2024 at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Cainta, Rizal;

**WHEREAS**, during the Bid Submission and Opening, the BAC received one (1) sealed bid, offering the financial bid for **LOT 3**, as read:

<b>LOT</b>	<b>NAME OF BIDDER</b>	<b>TOTAL BID AMOUNT AS READ</b>	<b>REMARKS</b>
3	ADARNA HOUSE INC.	PHP 19,443,140.00	COMPLYING AND LONE BIDDER

**WHEREAS**, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion," the BAC found **ADARNA HOUSE INC.** have complied with specifications issued by this Office;

**WHEREAS**, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **ADARNA HOUSE INC.** as the Single Calculated Bid (SCB), the bid of **ADARNA HOUSE INC.** has been found to be responsive;

**WHEREAS**, on October 15, 2024, the Bids and Awards Committee of the Procuring Entity recommended to the head of the procuring entity the award to the **Supplier** for the **SUPPLY AND DOOR TO DOOR DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES (SLRs) FOR LIBRARY HUBS WITH PROJECT IDENTIFICATION NUMBER ROIVA-24-07-Lot 3** in the amount of **PhP19,443,140.00**;

**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) Bid Bulletins;
- 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. Supply the following books with the following titles and quantity:

<b>TITLE/s</b>	<b>QUANTITY</b>
12:01	160
Ako ang Bayan	550
Alamat ng Ampalaya (BP)	40
Alon and Lila's Last Summer Before Doomsday	40
Ang Ambisyosong Istetoskop	115
Ang Halimaw ng mga Kulay	560
Ang Kamatis ni Peles	70
Ang Maraming Ngalan ni Emilio	80
Ang Paglikha ng Daigdig	440
Ang Pambihirang Sombrero (BP)	230
Anina ng mga Alon	80
Araw ng mga Ina	670
Bisnesboy Minggoy	560
Can We Cool Down the Earth	590
Can we Live On Mars	390
Can we Live Without Trees	560
Dead Balagtas Tomo 1: mga Sayaw ng Dagat at Lupa	160
Digong Dilaw	240
Displaced	240
Diwayen, Noong Bago Dumating ang mga Espanyol	40
El Filibusterismo	200
Florante at Laura	240
Gabay Para Maiwasan ang Pang-aabuso sa Bata	700
Haluhalo Espesyal (Filipino)	40
Hati pa rin	310
Ibong Adarna	240
Inside Daniel's Head	390
Ito ang Diktadura	280
Josefina	280
Kalambing	120
Kapitbahay Kubo	40

Liryo	320
Maghapon Namin ni Nanay	30
Mars, May Zombie	360
Matandang-Matandang Buto: Ang Homo-Luzonensis sa Pilipinas	200
May Alaga akong Bakulaw	280
May Sampung Pulang Langgan	80
Melag II: Balikbayan	120
Mga Bahagi ng Katawan	670
Mga Hugis sa Aming sa aming Bahay	470
Mga Lagay ng Panahon	626
Mga Mata ni Migoy	280
Mga Nilalang na Kagila-gilalas	320
Mga Sinaunang Hayop sa Pilipinas	630
Mister Beetle's Special Guitar	40
My Ghost, Where'd you go?	440
Nang Magkakulay ang Nayon	120
Noel! Noel! Leon! Leon!	400
Noli Me Tangere	280
Paano Kumain ng Kulay	540
Pambatang Diksiyonaryo	290
Paradise of the Animals	40
Pista	320
Rosa Albina (New Edition)	40
Sandali (Clean Version)	280
Sayaw ng mga Kamay	440
Si Dindo Pundido	40
Si Janus Silang at ang Hiwagang May Dalawang Mukha	240
Si Janus Silang at ang Labanang Manananggal-Mambabarang	280
Si Janus Silang at ang Lihim ng Santinakpan	280
Si Janus Silang at ang Pitumpo't Pitong Pusong	280
Si Janus Silang at ang Tiyanak ng Tabon	56
Si Jhun-Jhun, Noong Bago Ideklara ang Batas Militar	120
Si Juanito, Noong Panahon ng mga Amerikano	105
Si Mona Ballerina	520
Sixty Six	400
Tara Itok	450
The Cat Painter	40
The Magic Arrow	294
The Missing Blanket	535
What Kids should Know About Andres and the Katipunan	160
What Kids Should Know about Filipino Food	610
What Kids Should Know about Filipino Musical Instruments	640
What Kids Should Know about Filipino Visual Arts	470
Wikahon A: Pahagdang pagtuturo sa Filipino	283
Wikahon B: Pahagdang pagtuturo sa Filipino	277
Wikahon Pre: A: Pahagdang pagtuturo sa Filipino	308
Ako ay Ako	1040
Bawat Bata	1040
Boy Kendeng	1040
Isang Umaga	1040
Papa's House, Mama's House	1040
Tulog na!	1040

- b. Deliver these SLRs and its corresponding quantity in the place identified in the distribution list attached in this contract as **Annex "A."** The delivery shall be done within 60 calendar days from the issuance of the Notice to Proceed.

Staggered delivery of the SLRs is allowed provided that all the SLRS are delivered before the lapse of the 60 calendar days.

The time as well the protocols in the delivery as identified in the Special Conditions of the Contract and Schedule Requirements of the Philippine Bidding Documents shall be strictly complied by the **Supplier**.

- c. Comply to the lawful order of the **Procuring Entity** or its representative especially when the **Supplier** is made to answer in writing his failure to accomplish the supply and door to door delivery in accordance with this contract;
- d. Submit an accomplishment report when required by the **Procuring Entity** as part of its monitoring and evaluation; and
- e. Remedy any defects in the SLRs delivered in accordance with the conditions set forth in 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 **Php19,443,140.00**. The terms of payment shall be in accordance with Item 2.2 of the Special Conditions of the Contract.

In case of partial or staggered delivery of the goods procured, the **Supplier** shall be paid the amount corresponding to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations and subject to the imposition of liquidating damages for goods delivered after the contract period.

#### **SECTION 5** **Monitoring and Validation of the Work** **Progress/Accomplishment**

The **Procuring Entity** or its representative shall monitor the progress of the delivery. 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 SLRs 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.

Handwritten initials: "JL" and a signature.

2004.” By mutual agreement, the parties 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 4 NOV 2024 at QUEZON CITY, Philippines.

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

**ABC Educational Development  
Center Children’s Book Inc.**

**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**AGNO VIRGILIO S. ALMARIO**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

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

\_\_\_\_\_

Republic of the Philippines  
QUEZON CITY S.S.

**ACKNOWLEDGMENT**

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

Name	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u>	DepEd Employee No. 4529876	Cainta, Rizal
<u>Agno Virgilio S. Almario</u>	<u>P242 6852 B</u>	<u>DFA NCR NORTHEAST</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. ...17;  
Page No. ...31;  
Book No. ...XV;  
Series of 2024.

*SAW*  
**ATTY FELIZARDO M. IBARRA**  
 NOTARY PUBLIC FOR QUEZON CITY  
 Roll No. 80835  
 PTR No. 5452394-D, 01/02/2024  
 IBP No. 254794, December 28 1997  
 MCLE COMP NO VIII-0000973  
 UNTIL APRIL 14, 2025  
 ADM MATTER NO. NP 223-J(2023-2024)  
 -OT 27, BLOCK VI, NO. 1160 QUIRINO HIGHWAY  
 BRGY. KALIGAYAHAN, QUEZON CITY