



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-

LAMPARA PUBLISHING HOUSE, INC., an entity duly organized and existing under the Philippine laws, represented herein by its Authorized Representative, **CARLO BUNAYOS**, with office address at No. 83 Sgt. E. Rivera Street, San Francisco Del Monte, Brgy. Manresa, 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 22** in the Philgeps website, Office website, and in conspicuous bulletin board of the Office;



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 **PhP7,987,389.50**;

WHEREAS, on September 5, 2024, Pre-bid Conference was conducted;

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 22**, as read:

LOT	NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
22	LAMPARA PUBLISHING HOUSE, INC.	PHP 7,986,459.50	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 **LAMPARA PUBLISHING 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 **LAMPARA PUBLISHING HOUSE, INC.** as the Single Calculated Bid (SCB), the bid of **LAMPARA PUBLISHING 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 22** in the amount of **PhP7,986,459.50**;

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:

TITLE/s	QUANTITY
A Tale of Two Cities	40
ABC Pilipinas	720
Ako'y isang Mabuting Pilipino	560
Ako'y Masayang Masaya (Bigbook)	40
Alice's Adventures in Wonderland	40
ALKANSYA NI LOLONG (BIGBOOK)	20
ANG ALAGA KONG LOLO (BIGBOOK)	20
Ang Alpabeto sa Malaking Kahon	480
Ang Ampalaya sa Pinggan ni Peepo (Small Book	280
Ang Ampalaya sa Pinggan ni Peepo big book	280
Ang Batang Galit sa Lamok	440
Ang Bisita ni Lolo Lino	200
Ang Kumot ni Dora	80
ANG LIMANG TUTA (BIGBOOK)	80
ANG MAGALANG NA DYIP (BIGBOOK)	80
Ang Mahahabang Tainga ng Tatlong Lola	280
Ang Malinis na Malmag (Bigbook)	200
Ang Pag-abot kay Pangarap	400
Ang Ruler na Mahilig Manukat	160
Ang Usok at Si Daddy	440
Arpund the World in Eight Days	120

Bayanihan para kay Umang (Big book)	480
Big Sister	440
Bilib kami Sa'yo (Big book)	320
Black Beauty	40
Collection of Stories with Moral Lessons Volume 10	320
Collection of Stories with Moral Lessons Volume 11	80
Collection of Stories with Moral Lessons Volume 12	80
Collection of Stories with Moral Lessons Volume 1	80
Collection of Stories with Moral Lessons Volume 14	80
Collection of Stories with Moral Lessons Volume 15	80
Collection of Stories with Moral Lessons Volume 3	80
Collection of Stories with Moral Lessons Volume 5	280
Collection of Stories with Moral Lessons Volume 6	280
Collection of Stories with Moral Lessons Volume 7	280
Collection of Stories with Moral Lessons Volume 8	80
Collection of Stories with Moral Lessons Volume 9	80
Dalawa Kami ni Lola	320
Dear Nanay	120
ENGLISH WITH VALUES ANGER	120
ENGLISH WITH VALUES BOLDNESS	120
ENGLISH WITH VALUES LOVE	120
ENGLISH WITH VALUES: OBEDIENCE	120
Fish for Two	240
Frankenstein	120
Gaano Ba Kalayo Patungong Paaralan	240
GOD TALKS WITH ME ABOUT FRIENDSHIP	160
God Talks With Me About Overcoming Fears	160
GOD TALKS WITH ME ABOUT THANKFULNESS	160
Good Habits (Health)	400
Good Habits (Nutrition)	400
Green (Luntian)	40
Gulliver's Travels	160
Lets Read: Systematic Phonics Box Set A (30 Books)	15
Imbisibol Man ang Tatay Ko	240
Inhale, Exhale	40
Isang Magandang Umaga	240
Journey to the Center of the Earth	80
Karera para sa kalusugan	80
Magbasa Tayo Marungko Set A	10
Kiko Kitikiti (Big book)	80
KUWENTONG NANAY - SIYA BA ANG INAY KO?	200
Kuwentong Nanay - Superwoman Si Inay (Big Book)	80

Les Miserables	40
Mag- Aral ng Fiipino! Alpabetong Filipino Flash Cards	20
Maging Ligtas sa Corona Virus	80
Mahal Ko ang Pilipinas	280
MAY BOLANG KRISTAL BA SI INAY ?	200
May Gadget Ako May Libro Ako	240
May Monster si Kuya	400
Mga Batang Poz	240
Mga Sagisag ng Pilipinas	360
Monito, Ang Mabait na Demonyo	240
Moymoy Lolomboy, Ang Batang Aswang	120
My Daddy! My One and Only!	520
My Father, The Shape Shifter (Ang Tatay Jong Nagpapalit-palit ng Hugis)	440
Og Uhog	280
Oliver Twist	120
Paaasaaaluubong!!!	440
Pag Ibig sa Panahon ng Kolera	240
Pasasalamat ni Haribon	240
Pista sa Aming Bayan	400
Ang Pitong Alitaptap	360
Pride and Prejudice	-
Robinson Crusoe	120
Sa Piling ni Nanay (Big book)	80
Salu-Salo	40
SAMPUNG BUTONG PAKWAN (BIGBOOK)	480
Sandosenang Sopresa (Bigbook)	40
Si Bilog, Si Tatsulok, at Si Parisukat (Bigbook)	80
Si Doctor Li at ang Nakakoronang Virus	240
SI LOLA-NANAY AT SI DANDANDANDAN	160
TATLONG MATITIPID NA LANGGAM (BIGBOOK)	200
The Adventure of Huckleberry Finn	360
The Adventure of Robin Hood	160
The Adventure of Tom Sawyer	160
The Adventures of Sherlock Holmes	160
The Count of Monte Cristo	160
The Hunchback of Notre Dame	160
The Iliad	160
The Invisible Man	160
The Jungle Book	360
The Lost World	160
The Man in the Iron Mask	160
The Odyssey	160

The Phantom of the Opera	160
The Prince and the Pauper	160
The Strange Case of Dr. Jekyll and Mr. Hyde	160
The Tale of Heidi	360
The Three Musketeers	160
The War of the Worlds	160
The Wizard of Oz	120
Treasure Island	160
Premyadong Kuwento Tuldok: Ang Pinagmulan ng Buhay	160
Twenty Thousand Leagues Under the Sea	160
Uncle Sam	360
Uncle Tom's Cabin	360
Ako ay may Kiki (Big book)	805
Ako ay may Titi (Bigbook)	805
Ang Nanay Kong Drayber (Big book)	832
Little Women	1,040
Masaya ang Maging Ako	1,040
Pride and Prejudice	1,040
Sense and Sensibility	1,040
The Scarlet Letter	1,040
Wuthering Heights	1,040

- 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.

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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 **PhP7,986,459.50**. 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.

SECTION 6
Settlement of Dispute

If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 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 of 06 NOV 2024 at _____, Philippines.

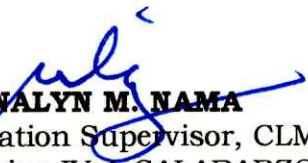
Department of Education
Region IV-A CALABARZON

Lampara Publishing House, Inc.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


CARLO BUNAYOS
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 06 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>Carlo Bunayos</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 eight 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. 2861;
Page No. 5;
Book No. 11;
Series of 2024.


ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2024
PTR No. 3716371; January 3, 2024 / QC.
IBP No. 167803; November 25, 2021 QC.
Roll No. 30457 / 05-09-1980
MCLE VI-0006994 / 09-21-2022
Adm. Matter No. NP-005 (2022-2023)
TIN No. 131-942-704