



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 NOV 06 2024, 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-

MERRYLAND PUBLISHING CORPORATION, an entity duly organized and existing under the Philippine laws, represented herein by its Authorized Representative, **GLEND A. JOCSON**, with office address at No. 375 J. Rizal St., No. 51 Merryland Village, Namayan, Mandaluyong City, herein after referred to as the **SUPPLIER**.

WHEREAS, 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 24** 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



WHEREAS, the Approved Budget for the Contract (ABC) as indicated in the Philippine Bidding Documents is **PhP4,981,219.68**;

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 **PhP5,396,433.85**;

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 24**, as read:

LOT	NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
24	MERRYLAND PUBLISHING CORPORATION	PHP 5,396,433.85	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 **MERRYLAND PUBLISHING CORPORATION** 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 **MERRYLAND PUBLISHING CORPORATION** as the Single Calculated Bid (SCB), the bid of **MERRYLAND PUBLISHING CORPORATION** 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 24** in the amount of **PhP5,396,433.85**;

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
Mimi and the Mouse (Big Book)	1,010
Tippity Top Super Top (Big Book)	1,010
Annie Art (Big Book)	1,010
Eggy Egg (Big Book)	1,010
A Perfect Picnic Day (Big Book)	1,010
Fanny and the Fireflies (Big Book)	1,005
Ducky Duck and Her Friends (Big Book)	1,005
Nina and Nanny Naty (Big Book)	1,005
Orange Octa (Big Book)	1,005
Henny Hen's New Hat (Big Book)	1,005
Rene and Ronnie (Big Book)	1,005
My Grandma Mamita (Big Book)	1,005
Ibaloy, the Good Igorot Boy (Big Book)	1,005
The Proud Lilac Lily (Big Book)	1,005
Joy-joy, the Jolly Boy (Big Book)	1,005
Kenny Kangaroo (Big Book)	1,005
Quack! (Big Book)	1,005
Vilma's Vineyard Workers (Big Book)	977
Zed, the Zoomy Zebra (Big Book)	964
Yuri, the Yellow Vinta (Big Book)	965

The Magic Box (Big Book)	955
Winnie and Her Three Wishes (Big Book)	962

- 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 **PhP5,396,433.85**. 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

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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 NOV 06 2024 at CITY OF MANDALUYONG, Philippines.

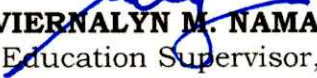
**Department of Education
Region IV-A CALABARZON**

**MERRYLAND PUBLISHING
CORPORATION**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


GLEND A. JOCSO N
Authorized Representative

SIGNED IN THE PRESENCE OF:


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

Republic of the Philippines
CITY OF MANDALUYONG, S.S.

ACKNOWLEDGMENT

~~BEFORE ME~~ **NOV 06 2024**, a Notary Public for and in the City of _____, this _____, personally appeared:

Name	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u>	DepEd Employee No. 4529876	Cainta, Rizal
<u>Glenda A. Jocson</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. 518
Page No. 105
Book No. XV
Series of 2024.

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ATTY. AL WHILAN A. BALJON
 Notary Public for and in Mandaluyong City
 Lina-Antonelo, 90 General Kalentong Street
 Barangay Pag-asa, Mandaluyong City
 Application No. 0581-23 (2023-2024)
 Attorney's Roll No. 66389
 PTR No. 5427142/01-02-2024/Mandaluyong City
 Lifetime IBP No. 15065/Rizal
 MCLE Compliance No. VII-0028873/04-14-2023