



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

**CONTRACT OF SERVICE**

**KNOW ALL MEN BY THESE PRESENTS:**

**NOV 04 2024**

This contract is entered into this 4<sup>th</sup> day of NOVEMBER, 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 Authorized Representative, **GLADYS LUZ C. DORONILA**, with office address at No. 776 cor. Pinatubo Street, Boni Avenue, Mandaluyong 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 27** 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 **PhP2,860,350.00**;

**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 **PhP2,918,060.00**;

**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 27**, as read:

LOT	NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
27	OMF LITERATURE INC.	PHP2,878,500.00	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 **OMF LITERATURE 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 **OMF LITERATURE INC.** as the Single Calculated Bid (SCB), the bid of **OMF LITERATURE 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 27** in the amount of **PhP2,878,500.00**;

**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>
Alin? Alin? Ang Daming Damdamin! (This is That? I Feel a Whole Lot!)	550
Anak ng Tinapay	440
Ang Bagong Kaibigan ni Bing Butiki	30
Ang Batang Ayaw Maligo	100
Ang Kuya Kong Zombie	390
Mga Kuwento ni Tito Dok 1: Ay! May Bukbok ang Ngipin ni Anil	180
Mga Kuwento ni Tito Dok 8: Ayan na si Bolet Bulate!	150
Bee Honest	260
Be Thankful	260
Biyahe ng mga Ibong Dayo	440
Covidoom!	320
David and His New Classmate	200
Eric Lddell: God Over Gold	40
Hudson Taylor and the Great Impossible	40

I am Scared	300
Kaya ni Mina	480
Mga Kuwento ni Tito Dok 6: Kraaak!, Nabali ang buto ni Ferdie!	220
Light Seeker	100
Lumpia Lane	300
Maselan ang Tanong ng Batang si Usman	390
May Giyera sa Katawan ni Mark	150
Mga Kuwento ni Tito Dok # 20 Ahhh! Nabanlian Ako!	230
Mga Kuwento ni Tito Dok # 21: Dyaran! Ang Kambal na Hebigat	30
Mga Kuwento ni Tito Dok #10 Waaah! Nakagat ako ng Aso!	110
Mga Kuwento ni Tito Dok #11 Basta, Ayoko Pang Matulog!	70
Mga Kuwento ni Tito Dok #16 Aha! May Allergy Ka Pala!	270
Mga Kuwento ni Tito Dok #17 Eeewww! Kadiri ang mga Germs!	30
Mga Kuwento ni Tito Dok #18 Lagot! Baka May Lepto sa Baha!	270
Mga Kuwento ni Tito Dok #19 Teka! Ang Labo Yata ng Aking Mata	70
Mga Kuwento ni Tito Dok #9 Oooppss, Kumukulo ang Tiyan ni Jimbo!	100
Mga Kuwento ni Tito Dok 4: Naku, Ang Pula ng mata ko!	70
Mga Kuwento ni Tito Dok 7: Ngiii! Ang Kati-kati ng ulo ko!	70
Nico and Alug in Manoboland	240
Noodle Hair	240
Oh Mateo! 6: Look for the Star	270
Oh! Mateo! 1: Half and Half	490
Oh, Mateo! 12: Angel with One Foot	490
Oh, Mateo 14: A Flood of Kindness	490
Puwera Usog! (Big Book)	550

  
 H. Salazar



Sandosenang Sapatos	40
Sandosenang Sapatos (Big Book)	80
Shy Shelly 1: The Secret Story of Shy Shelly	340
Shy Shelly 2: Shy Shelly and The Bully	340
Shy Shelly 3: Shy Shelly and The Big Lie	340
Si Duglit, Ang Dugong Makulit!	110
Signal Number 3	470
The Last Tree	240
Happy Home 4: The Real Thief	280
The Sad Cat (Big Book)	520
The White Shoes	390
Tinola ni Nanay	390
Tuli o Di-Tuli	540
Unang Dalaw	470
Wanted: Lolit Lamok ng Dengue	630
Mga Kuwento ni Tito Dok 22: What's this? Appendicitis!	500
Wow God: Esther and the Extraordinary Deliverer	440
Mga Kuwento ni Tito Dok 13: Yakkk! Bulutong- Tubig!	620
May mga Lihim kami ni Ingkong	290

- 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 **PhP2,878,500.00**. 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.

#### **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.

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*Handwritten signature*

**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.

**NOV 04 2024** ~~IN WITNESS WHEREOF~~ the parties have hereunto set their hands, this day of NAKATI CITY, Philippines.

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

**OMF Literature Inc.**



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



**GLADYS LUZ C. DORONILA**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**



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



Republic of the Philippines  
MAKATI CITY S.S.

**ACKNOWLEDGMENT**

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

Name	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u>	DepEd Employee No. 4529876	Cainta, Rizal
<u>Gladys Luz C. Doronila</u>	Passport No. <u>P6748759B</u>	<u>04 MAY 2021 DFA NCR EAST</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. 202;  
Page No. 42;  
Book No. 43;  
Series of 2024.

**ATTY ROMEO M MONFORT**  
Notary Public City of Makati  
Until December 31, 2025  
Appointment No. M-032 (2024-2025)  
PTR No. 10073908 Jan 2, 2024 Makati City  
IBP No. 391330- Jan 8, 2014 Pasig, Rol' No. 937  
MCLE NO VII-0627570 Issued April 3, 2023  
101 Urban Ave. Campos Rueda Bldg.  
Brgy. Pio Del Pilar, Makati City

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