



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 **11 NOV 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-

PHOENIX EDUCATIONAL SERVICE, INC., an entity duly organized and existing under the Philippine laws, represented herein by its Authorized Representative, **ERNESTO IGNATIUS B. SIBAL**, with office address at 1114-1116 Quezon Avenue, Brgy. Paligsahan, 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 29** 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 **PhP5,785,221.00**;

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 **PhP2,646,665.50**;

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 29**, as read:

LOT	NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
29	PHOENIX EDUCATIONAL SERVICE, INC.	PHP 2,646,665.50	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 **PHOENIX EDUCATIONAL SERVICE, 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 **PHOENIX EDUCATIONAL SERVICE, INC.** as the Single Calculated Bid (SCB), the bid of **PHOENIX EDUCATIONAL SERVICE, 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 29** in the amount of **PhP2,646,665.50**;

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 Healthy Life	4
Anti Bullying Basics	13
Building Blocks of Animals and Plants	13
Building Blocks of Chemistry	11
Building Blocks of Finance	5
Building Blocks of Geography	13
Building Blocks of Human Body	13
Building Blocks of Computer Science	13
Building Blocks of Physical Science	11
Curiosity Encyclopedia (1 set / 3 volumes)	5
Discovery Encyclopedia	4
Facing Life Challenges	6
Library of Natural Disasters	7
Student Dictionary	10

- 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 **PhP2,646,665.50**. 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 **11 NOV 2024** at **QUEZON CITY**, Philippines.


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


**PHOENIX EDUCATIONAL
SERVICE, INC.**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


ERNESTO IGNATIUS B. SIBAL
Authorized Representative

SIGNED IN THE PRESENCE OF:


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


IMELDA M. LUCHICO
OIC-ADMIN Officer
Phoenix Educational Service, Inc.

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this _____, personally appeared:


Name	11 NOV 2024	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u> <u>Ernesto Ignatius B. Sibal</u>		DepEd Employee No. 4529876 Passport P2366028B	Cainta, Rizal June 28, 2019 - DFA Pasig

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 six 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. 214;
Page No. 12;
Book No. CXLII
Series of 2024.


ATTY. FELIZARDO M. IBARRA
 Notary Public for Quezon City Until Dec. 31, 2024
 Roll No. 80835
 PTR No. 5452394D, 01/02/2024, Q.C.
 IBP No. 254794, December 28, 2022
 MCLE Comp. No. VIII-0000973 / until April 14, 2025
 ADM Matter No. NP-223 / (2023-2024)
 Lot 27 Block VI, No. 1160 Quirino Highway
 Brgy. Kaligayahan, Quezon City

