

CONTRACT

WARENY, INDOC
Witness for First Party

This contract made and entered into by and between the DEPARTMENT OF EDUCATION, Regional Office IX, a Government Entity existing under and by virtue of the laws of the Republic of the Philippines, represented herein by DR. RUTH L. FUENTES, CESO IV, Regional Director, with Office Address at Regional Government Center, Balintawak, Pagadian City, Philippines, herein now referred to as the "FIRST PARTY" and SD PUBLICATIONS, INC., represented herein by its Authorized Representative, MR. MARK ANTHONY ELLORIMO with office address at G. Araneta Ave., cor Ma Clara St., Quezon City hereinafter referred to as the "SECOND PARTY".

DR. RUTH L. FUENTES, CESO IV
First Party

WHEREAS, the First Party invited Bids for certain goods and ancillary services, particularly "Procurement of Hauling Services (Door-to-Door Delivery and Onsite Assembly of Knock Down School Furniture under BEFF CY 2021 from Metro Mobilia Warehouse in Davao to Recipient Schools in Region IX)" and has accepted a Bid by SD PUBLICATIONS, INC. for the supply of those goods and services in the sum of Three Million Three Hundred Twenty Three Thousand Thirty Nine & 8/100 Pesos (Php 3,323,039.08) hereinafter called "CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract
 - iv. Supplemental Bulletins
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. That the following are the details based on the Price Schedule as modified and corrected of the amount awarded and/or goods to be delivered by the second party:

MR. MARK ANTHONY ELLORIMO
Second Party

VERA MATE O. LIM
Witness for Second Party

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	Total Cost
1	Dapitan City	Sets	552	322.34	177,931.68
	Pagadian City	Sets	184	474.83	87,368.72
	Zamboanga City	Sets	1472	258.86	381,041.92
	Zamboanga del Norte	Sets	10856	169.75	1,842,806.00
	Zamboanga del Sur	Sets	2024	197.92	400,590.08
	Zamboanga Sibugay	Sets	1978	219.06	433,300.68
TOTAL (Php)					3,323,039.08

WARENK, INDOC

Witness for First Party

DR. RUTH L. FUENTES, CESO IV

First Party

MIR. MARK ANTHONY BELLORIMO

Second Party

JERA MATEO, L.M

Witness for Second Party

4. The Goods referred to in this Contract shall be delivered including the assembly of the furniture within 45 Calendar Days from date of receipt of the Notice to Proceed by the Second Party or the date provided for such purpose indicated in the Notice to Proceed. Delivery must be made during office hours from Monday - Friday in the presence of authorized school personnel.
5. First Party shall have the right to visit and inspect Second Party's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess Second Party's capacity to discharge its contractual obligations.
6. The goods must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents and must be in accordance with the technical specifications.
7. The SECOND PARTY shall pick-up all the school furniture components at the Metro Mobilia Warehouse in Davao.
8. The school furniture shall be transported by the SECOND PARTY to respective recipient schools. (Please see attached annex)
9. School furniture may be delivered by the SECOND PARTY in knockdown form or assembled, however, all knockdown school furniture shall be assembled by the SECOND PARTY at the recipient schools. All school furniture to be received by the School Property Custodian shall be assembled or ready-to-use. Unassembled school furniture shall not be received by the School.
10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by FIRST PARTY and replaced by SECOND PARTY in accordance with the warranty provisions in the documents. The replacement goods for this reason shall be subject to re-inspection.
11. In case SECOND PARTY encounters condition(s) impeding timely delivery of the goods, SECOND PARTY shall notify FIRST PARTY in writing of such condition(s) and any request for work suspension and/or contract period shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. SECOND PARTY must provide sufficient proof to support any request for work suspension and/or contract delivery period extension.
12. For and in consideration of the services to be rendered by the SECOND PARTY under this contract, the FIRST PARTY shall pay the SECOND PARTY the amount of Three Million Three Hundred Twenty Three Thousand Thirty Nine & 8/100 Pesos (Php 3,323,039.08), under the following conditions:
 - a. One-time payment equivalent to 100% physical accomplishment shall be made to the SECOND PARTY.
 - b. The SECOND PARTY shall submit a request for payment/billing upon 100% delivery of the school furniture to the recipient schools and submission of the following documents:
 - i. Duly signed Inventory Transfer Report (ITR) per school
 - ii. Duly signed Inspection and Acceptance Report (IAR) per school
 - iii. Delivery Receipt signed by the School Property Custodian
 - iv. Pictures of the school furniture per school

Other documents in support of a request for payment may be required by DEPED pursuant to existing disbursement, accounting and auditing rules and procedures.
13. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) or a Special Bank Guarantee in an amount equal to three percent (3%)

of the Contract Price required under Section 62 of R.A. 9184 and its revised IRR.

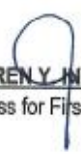
- a. A comprehensive and onsite warranty of ONE YEAR for the delivered and accepted goods shall reckon from the date of issuance of Certificate of Final Acceptance by First Party.
14. The SECOND PARTY shall be liable for damages for the delay in its performance of the Contract and shall pay the FIRST PARTY liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed Goods scheduled for delivery for every day of delay until such Goods are finally delivered and accepted by the procuring entity concerned. The FIRST PARTY shall deduct the liquidated damages from any money due or which may become due to the SECOND PARTY, or collect from any of the securities or warranties posted by the SECOND PARTY, whichever is convenient to the FIRST PARTY concerned. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the FIRST PARTY may rescind this Contract, without prejudice to other courses of action and remedies open to the FIRST PARTY.
15. The PARTIES shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the PARTIES in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 15 day of MAR 2024 2024.


DR. RUTH L. FUENTES, CESO IV
First Party


MR. MARK ANTHONY ELLORIMO
Second Party

SIGNED IN THE PRESENCE OF:


WARENA INDOC
Witness for First party


SERA MAE O. LIM
Witness for Second party

WAREN Y INDOC
Witness for First Party

REPUBLIC OF THE PHILIPPINES)
CITY OF PAGADIAN CITY) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Pagadian City, Philippines, this 15 MAR 2024, 2024, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

	NAME	NUMBER	ISSUED ON	ISSUED AT
FIRST PARTY	DR. RUTH L. FUENTES, CESO IV			
SECOND PARTY	MR. MARK ANTHONY ELLORIMO			

DR. RUTH L. FUENTES, CESO IV
First Party

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a Contract consisting of four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 479
Page No. 89
Book No. 172
Series of 2704

MR. MARK ANTHONY ELLORIMO
Second Party

JEFFREY M. LIM
Witness for Second Party

ATTY. RALPH JAMES G. LAMAN
Notary Public for Davao City until December 31, 2025
Notarial Commission Serial No. 2004-090-2025 issued 12-20-2023
214 Arantes Bldg., Yfresno-Sanitation-Higueras St. (A.Pichon St.),
Brgy. 39-D, Davao City, Philippines
IBP Roll of Attorneys No. 62610
PTR No. 9286272 12-19-2023
IBP No. 331834 12-20-2023
MCLE Compliance No. VI-0714890 issued 4-6-2022, Pagad City, Philippines



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

NOTICE OF AWARD

March 4, 2024

MARK ANTHONY ELLORIMO

Authorized Representative

SD PUBLICATIONS, INC.

G. Araneta Ave., cor Maria Clara St., Quezon City

Madam:

We are happy to inform you that your Bid dated February 20, 2024 for execution of the "Procurement of Hauling Services (Door-to-Door Delivery and Onsite Assembly of Knock Down School Furniture under BEFF CY 2021 from Metro Mobilia Warehouse in Davao to Recipient Schools in Region IX)", for the Contract Price equivalent to Three Million Three Hundred Twenty Three Thousand Thirty Nine & 8/100 Pesos (Php 3,323,039.08) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) calendar days upon receipt of this notice the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


DR. RUTH L. FUENTES, CESO IV
Regional Director

Conforme:


MARK ANTHONY ELLORIMO
Signature over Printed name

Date: 03-04-2024

RO-ASD-F044
jmmi



region9@depd.gov.ph
(062) 945-3329 | 09482076710 | 09152475207
www.depedro9.info | www.ro9-deped.com
www.facebook.com/DEPEDREGION9
Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016