



Republic of the Philippines
Department of Education
 REGION XI
SCHOOLS DIVISION OF TAGUM CITY

**REPRODUCTION AND DELIVERY OF SELF-LEARNING MODULES (SLMs)
 FOR ELEMENTARY LEVEL AND SECONDARY LEVEL
 (Kindergarten and Grade 1 to 10 and Senior High School SLMs)
 Contract No.: DEPED-FLO-BE-LCP2020A-TAGUMCITY
 DEPED-FLO-BE-LCP2020B-TAGUMCITY**

CONTRACT

THIS CONTRACT, made and entered into this _____ by and between the **Department of Education, Division Office of Tagum City**, located at Energy Park, Apokon, Tagum City, represented herein by its Schools Division Superintendent, **DR. JOSEPHINE L. FADUL**, hereinafter referred to as the "Entity" of the one part and **MERRYLAND PUBLISHING CORP.** represented by **CARLOS B. MENDIOLA &/or VAN ISRAEL MENDIOLA**, with office address at #51 Merryland Village, 375 J. Rizal St., Brgy. Namayan, Madaluyong City, Philippines hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Entity invited bids for certain works stated in above Project for Elementary Level and received bids from three (3) bidders; the Entity opened, read and evaluated the bids of the three (3) bidders; three (3) bids were received for Lot 1; after the evaluation, the Entity post-qualified and declared the bid of the Supplier as the lowest calculated responsive bid for the said Lot;

WHEREAS, the Entity passed and approved a resolution to award in favor of MERRYLAND PUBLISHING CORP. in the sum of **Sixteen Million Five Hundred Eighty Eight Thousand One Hundred Eighty and 98/100 (Php 16,588,180.98)** only for **LOT 1** and **Fifteen Million Nine Hundred Twenty Three Thousand Eight Hundred Thirty Seven and 58/100 (Php 15,923,837.58)** for **LOT 2**, hereinafter called the "Contract Price" with the following details:

Lot No.	Project Description	Location	Contract Duration	Contract Amount (Php)
1	REPRODUCTION AND DELIVERY OF SELF-LEARNING MODULES (SLMs) FOR ELEMENTARY LEVEL	Tagum City	30 CD	16,588,180.98
2	REPRODUCTION AND DELIVERY OF SELF-LEARNING MODULES (SLMs) FOR SECONDARY LEVEL	Tagum City	30 CD	15,923,837.58

SUPPLIER'S WITNESS

SUPPLIER

ENTITY'S WITNESS

ENTITY

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NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

NOTICE OF AWARD

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract (in accord with IRR Sec.37.2.3):
 - 2.1 Bidding Documents issued by the Entity;
 - 2.2 Bid Bulletin(s) issued by the Entity;
 - 2.3 Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposal, and other documents/statements submitted;
 - 2.4 Performance Security;
 - 2.5 Credit line issued by a commercial or universal bank, if applicable;
 - 2.6 Owner's Notice of Award of contract.

3. The contract duration or completion period shall be **30 calendar days** reckoned on the "Start Date" of the contract duration or completion period; the "Start Date" is upon receipt of the Notice to Proceed by the Supplier.

4. In consideration of the Contract Price mentioned herein to be paid by the Entity to the Supplier, the Supplier hereby covenants, to the Entity, to provide goods and services and to remedy all defects therein in conformity in all aspects with the provision of this Contract;

5. The Entity hereby covenants to pay the Supplier in consideration of the goods and services, the Contract Price or such other sum as may become payable under provisions of this Contract at the times and in the manner prescribed by the Contract.

6.
7. The Contract Price shall be paid to the Supplier through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of the Contract, the Special Conditions of Contract and the 2016 IRR RA 9184;

8. The Supplier shall pay the Owner for liquidated damages (LD) and not by way of penalty, an amount equal to one-tenth (1/10) of the 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. The Entity shall deduct the liquidated damages from payments or any money due or which may become due the Supplier under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Supplier whichever is convenient to the Entity. Once the cumulative amount of this Contract, the Entity shall proceed this Contract, without prejudice to other causes of action.

SUPPLIER'S WITNESS

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9. The Supplier shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and forms:

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

ENTITY

CHARLES B. MENDOZA JR.
MERRYLAND PUBLISHING CORPORATION
SUPPLIER

SIGNED IN THE PRESENCE OF:

JOSEFINA Palaca

ENTITY'S WITNESS

SUPPLIER WITNESS



Republic of the Philippines
Department of Education
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REPUBLIC OF THE PHILIPPINES)
 CITY OF TAGUM CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a notary Public for and in TAGUM CITY, Philippines, this
03 NOV 2020 day of NOV 2020, 2020, personally appeared:

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

ENTITY JOSEPHINE L. FADUL
 SUPPLIER MERRYLAND PUBLISHING CORPORATION / CAMEL B. MENDOZA

Know 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 _____ (____) pages (exclusive of attachments), including this page on which this acknowledgement is written and signed by the parties and their instrument 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.

Notary Public
 Until 31 December 2020

Doc. No. 165
 Page No. 33
 Book No. LXXI
 Series of 2020

[Signature]
 ATTY. EVA LORRAINE ESTABILLO
 Notary Public for Davao del Norte
 Until December 31, 2021
 Notarial Commission No. 811
 PTR No. 2704446 / 01-02-2020
 Roll No. 33494
 IBP No. 096552 / 18-05-2019
 MCLE Compliance No. VI-0001247
 Issued on 11/21/2016
 Ground Floor, Solano Bldg., Quetan St., Tagum City