



Republic of the Philippines  
**Department of Education**  
Cordillera Administrative Region

**CONTRACT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of MAY 24 2024 between:

**DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED- CAR)**, a government agency duly organized and existing under the laws of the Republic of the Philippines with principal address at Wangal La Trinidad, Benguet represented herein by ESTELA P. LEON- CARIÑO EdD, CESO III, Director IV/ Regional Director referred to as the **“PROCURING ENTITY”**.

-and-

**“MERRYLAND PUBLISHING CORPORATION”** a legitimate establishment with principal office address at 51 Merryland Village 375 J. Rizal St. Brgy. Namayan, Mandaluyong City represented by its Authorized Representative **GLEND A. JOCSON**, herein referred to as the **“SUPPLIER”**

WITNESSETH

WHEREAS, “THE ENTITY” invited Bids for Certain goods and ancillary services, particularly for the project, **“SUPPLY, PRINTING, AND DELIVERY OF SELF-LEARNING MODULES WITH 8 LOTS FOR THE DEPED-CAR (Lot 5)”** and has accepted a bid by the **“SUPPLIER”** for the supply of those goods and services in the sum of **THREE MILLION TWO HUNDRED FOURTEEN THOUSAND TWO HUNDRED ELEVEN PESOS and 20/100 (P 3,214,211.20)** hereinafter called **“THE CONTRACT PRICE”**.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the Conditions of Contract hereinafter 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.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

  
Witness for Supplier  
MM-101234 JMM

  
**GLEND A. JOCSON**  
Authorized Representative

  
**JENNIFER P. ANDE**  
End User

  
**ESTELA P. LEON- CARIÑO**  
Regional Director, DepEd- CAR

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. 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. The contract duration or completion period shall be within ***Within sixty (60) calendar days upon receipt of Notice to Proceed;***
4. In consideration for the sum of **THREE MILLION TWO HUNDRED FOURTEEN THOUSAND TWO HUNDRED ELEVEN PESOS and 20/100 (₱ 3,214,211.20)** or such other sums as may be ascertained, **"SUPPLIER"** agrees to provide the following goods and services in accordance with his/her/its Bid:

Lot	Item Description	Unit	No. of Module	Quantity
1.	Supply, Printing, and Delivery of Self-Learning Modules for the Schools Division Office of Ifugao	174	module	353,694

5. The SUPPLIER shall be liable for LIQUIDATED DAMAGES for the delay in its performance in the amount equal to one-tenth of one percent (0.001) of the cost of the goods scheduled for delivery for every day of delay until the goods are finally delivered and accepted by the PROCURING ENTITY. DepEd Shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any warranties or securities posted by the Supplier, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
6. The DepEd- CAR agrees to pay the above-mentioned sum upon full delivery of the above listed items.


IN WITNESS whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

  
**ESTELA P. LEON- CARIÑO**  
 Director IV  
 DepEd-CAR Regional Office

  
**GLENDA A. JOCSON**  
 Authorized Representative

  
**JENNIFER P. ANDE**  
 End User

WITNESSES:

  
 \_\_\_\_\_  
 Supplier's Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:

REPUBLIC OF THE PHILIPPINES

**CITY OF MANDALUYONG**

**ESTELA P. LEON-CARIÑO**  
Witness for Supplier

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in **CITY OF MANDALUYONG**, Philippines, this **24<sup>th</sup>** day of **May**, 202**4** personally appeared:

Name	Proof of Identity
ESTELA P. LEON-CARIÑO	TIN 147-466-799
GLEND A. JOCSON	TIN 173-099-641

Exhibited to me competent evidence of their identities written beside their names, 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 free act and voluntary deed.

This Contract consisting of four (4) pages including the page on which this acknowledgment is written, have been signed by the parties and their instrumental witnesses on each and every page hereof.

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

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Series of 2024.

**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. 1506 Rizal  
MCLE Compliance No. VII-0028873/04-14-2023

**GLEND A. JOCSON**  
Authorized Representative

**JENNIFER P. ANDE**  
End User

**ESTELA P. LEON-CARIÑO**  
Regional Director, DepEd- CAR