



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

NOTICE OF AWARD

March 14, 2024

EREXEL S. PAPA

Authorized Representative

ASAHI DESIGN CENTRE INC.

Tomas Pinpin St., Binondo, Manila

Madam:

We are happy to inform you that your Bid dated March 6, 2024 for execution of the "Procurement of Office Tables and Chairs for DepEd Regional Office Personnel", for the Contract Price equivalent to Two Million Four Hundred Eighty Eight Thousand Pesos (Php 2,488,000.00) 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:

Erexel S. Papa

Signature over Printed name

Date: March 15, 2024


RO-ASD-F044

jani



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

CONTRACT


WARREN Y. INDOC
Witness for First Party

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

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

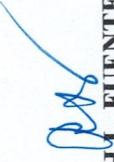
ASAHI DESIGN CENTRE INC., represented herein by its Authorized Representative, MS. EREXEL S. PAPA with office address at Tomas Pinpin St., Binondo, Manila hereinafter referred to as the "SECOND PARTY".

WITNESSETH

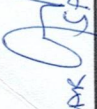
WHEREAS, the FIRST PARTY invited Bids for certain goods and ancillary services, particularly "Procurement of Office Tables and Chairs for DepEd Regional Office Personnel" and has accepted a Bid by ASAHI DESIGN CENTRE INC. for the supply of those goods and services in the sum of Two Million Four Hundred Eighty Eight Thousand Pesos (Php 2,488,000.00) 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:


DR. RUTH L. FUENTES, CESO IV
First Party


MS. EREXEL S. PAPA
Second Party


MARI CAR
Witness for Second Party

WARREN Y. INDOC
Witness for First Party


DR. RUTH L. FUENTES, CESO IV
First Party


MS. EREXEL S. PAPA
Second Party

MARI CARL CANAYAN
Witness for Second Party


ITEM NO.	ITEM DESCRIPTION	QUANTITY	COST
1	L-TYPE EXECUTIVE TABLE SPECIFICATIONS: <ul style="list-style-type: none">• Dimensions: L180cm x W183cm x H76cm• Color: Dark Mahogany• See attached sample picture "ANNEX A"	1	39,300.00
2	L-TYPE EXECUTIVE TABLE SPECIFICATIONS: <ul style="list-style-type: none">• Dimensions: L150cm x W171cm x H76cm• Color: Dark Mahogany• See attached sample picture "ANNEX A"	1	39,000.00
3	L-TYPE EXECUTIVE TABLE SPECIFICATIONS: <ul style="list-style-type: none">• Dimensions: L140cm x W117cm x H76cm• Color: Dark Mahogany• See attached sample picture "ANNEX A"	8	280,000.00
4	OFFICE TABLE SPECIFICATIONS: <ul style="list-style-type: none">• Dimensions: L140cm x W70cm x H75cm• Color: Dark Mahogany• Steel Frame, Laminated Top• MDF Table Top• One, 2.0 -2.5 inches hole Desk Grommet• See attached sample picture "ANNEX A"	45	63,000.00
5	OFFICE TABLE SPECIFICATIONS: <ul style="list-style-type: none">• Dimensions: L120cm x W60cm x H70cm• Color: Dark Mahogany• Steel Frame, Laminated Top• MDF Table Top• One, 2.0 -2.5 inches hole Desk Grommet• See attached sample picture "ANNEX A"	60	630,000.00
6	OFFICE TABLE SPECIFICATIONS: <ul style="list-style-type: none">• Dimensions: L100cm x W60cm x H70cm• Color: Dark Mahogany• Steel Frame, Laminated Top• MDF Table Top• One, 2.0 -2.5 inches hole Desk Grommet• See attached sample picture "ANNEX A"	7	70,000.00
7	EXECUTIVE CHAIR SPECIFICATIONS <ul style="list-style-type: none">• HIGH BACK, Ergodynamic; Luxe Reclining Luxury with padded armrests; pneumatic height adjustments• Weight Capacity: 100 kg minimum• Color: Black• See attached sample picture "ANNEX A"	55	357,500.00
8	EXECUTIVE CHAIR SPECIFICATIONS <ul style="list-style-type: none">• MID BACK, Ergodynamic, Faux Leather, Soft Cushioned pad, 360 degrees Swivel with armrests• Weight Capacity: 100 kg minimum• Color: Black• See attached sample picture "ANNEX A"	67	442,200.00
		Total	2,488,000.00

4. The Goods referred to in this Contract shall be delivered within 30 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;


WARENY Y. INDOC
Witness for First Party


DR. RUTH L. FUENTES, CESO IV
First Party


MS. EREXEL S. PAPA
Second Party

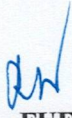

MARICOR CHANAYAN
Witness for Second Party


4. The Goods referred to in this Contract shall be delivered within 30 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;
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 office furniture shall be transported by the SECOND PARTY to DEPARTMENT OF EDUCATION, Regional Office IX, Regional Government Center, Balintawak, Pagadian City referred to as the 'Project Site'. Delivery shall be made on regular working days, during Office hours from 8:00 A.M. to 5:00 P.M.
8. Office furniture may be delivered by the SECOND PARTY in knockdown form or assembled, however, all knockdown office furniture shall be assembled by the SECOND PARTY. All office furniture to be received by the FIRST PARTY's Representative at the Project Site shall be assembled or ready-to-use. Unassembled office furniture shall not be received by the FIRST PARTY.
9. 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 bidding documents. The replacement goods for this reason shall be subject to re-inspection.
10. In case SECOND PARTY encounters condition(s) impeding timely delivery of the goods, SECOND PARTY shall promptly notify FIRST PARTY in writing of such condition(s) and any request for work suspension and/or contract period extension 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.
11. 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 Two Million Four Hundred Eighty Eight Thousand Pesos (Php 2,488,000.00).
 - a. One-time payment equivalent to 100% physical accomplishment shall be made to the SECOND PARTY.
12. 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 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.
13. 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.

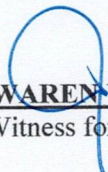
14. The PARTIES shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the PARTIES in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

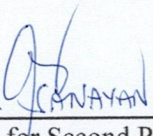
IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this MAR 26 day of 2024, at CITY OF MANILA, Philippines.


DR. RUTH L. FUENTES, CESO IV
First Party


MS. EREXEL S. PAPA
Second Party

SIGNED IN THE PRESENCE OF:


WAREN Y. INDOC
Witness for First Party


MARICAR CANAYAN
Witness for Second Party

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Pagadian City, Philippines, this MAR 26 2024
day of _____, 2024, personally appeared:

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

WAREN Y. INDOC
Witness for First Party

DR. RUTH L. FUENTES, CESO IV
First Party

MS. EREXEL S. PAPA
Second Party

MARK CARLO CANATAN
Witness for Second Party

	NAME	NUMBER	ISSUED ON	ISSUED AT
FIRST PARTY	DR. RUTH L. FUENTES	_____	_____	_____
SECOND PARTY	MS. EREXEL S. PAPA	_____	_____	_____

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 five (5) 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. 2713
Page No. 44
Book No. 10
Series of 2024

Notary Public
ATTY. RAFAEL CHRIS F. TESTON
NOTARY PUBLIC - MANILA
VALID UNTIL DECEMBER 31, 2024
COMMISSION NO. 2023-041
RM. 214 TEOFF CENTRE BLDG. ESCOLTA MLA.
ROLL OF ATTORNEY NO. 36550
TIN 119-862-401-000
IBP NO. 181708-181709 for 23/24
PTR NO. 1543254 1/4/2024
MCLE NO. VII-0028100 VALID UNTIL APRIL 14, 2025



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

NOTICE TO PROCEED

March 27, 2024

EREXEL S. PAPA

Authorized Representative
ASAHI DESIGN CENTRE INC.
Tomas Pinpin St., Binondo, Manila

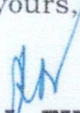
Madam:

The attached Contract Agreement having been approved, notice is hereby given to ASAHI DESIGN CENTRE INC. that work may commence on the "Procurement of Office Tables and Chairs for DepEd Regional Office Personnel", effective on date reckoned from receipt of this notice.

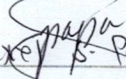
Upon receipt hereof, you are responsible for the provision of goods and ancillary services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly return the original to the DepEd RO IX, Regional Government Center, Balintawak, Pagadian City.

Very truly yours,


DR. RUTH L. FUENTES, CESO IV
Regional Director

Conforme:


Erexel S. Papa
Signature over Printed name

Date: April 2, 2024

RO-ASD-F048
jmi



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