



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

December 29, 2022

MR. WILFRED G. VALENTINO, JR.

Operations Manager
TRADE MATTERS TRADING
#22 Earlybird Street, Moonwalk Village, Talon V, Las Piñas City

NOTICE OF AWARD

Dear Mr. Valentino:

Finding the quotation you offered for the PRINTING & DELIVERY OF ALS MODULES of DepEd NCR with a total amount of **One Million Six Hundred Forty-Three Thousand Four Hundred One Pesos & Twenty Centavos (Php1,643,401.20)**, this procurement is hereby awarded to you.

Kindly affix your signature on the space provided for below to indicate your formal acceptance.

Very truly yours,

WILFREDO E. CABRAL, CESO III
Regional Director

CONFORME:

Name & Signature: WILFREDO VALENTINO JR.

Date: 1-16-23





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

January 3, 2023

MR. WILFRED G. VALENTINO, JR.

Operations Manager

TRADE MATTERS TRADING

#22 Earlybird Street, Moonwalk Village, Talon V, Las Piñas City

NOTICE TO PROCEED

Dear Mr. Valentino:

With the Contract issued for the PRINTING & DELIVERY OF ALS MODULES of DepEd NCR, you are advised to proceed upon receipt of this Notice, in accordance with the terms and conditions of the Order.

Very truly yours,

WILFREDO E. CABRAL, CESO III

Regional Director

CONFORME:

Name & Signature: WILFREDO VALENTINO JR.

Date: 2-2-23





Republic of the Philippines
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CONTRACT
PRINTING AND DELIVERY OF ALS MODULES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

DEPARTMENT OF EDUCATION with office address at Misamis Street, Bago Bantay, Quezon City represented by its **Regional Director, WILFREDO E. CABRAL**, hereafter referred to as the Head of the Procuring Entity;

and

TRADE MATTERS TRADING with office address at #22 Earlybird Street, Moonwalk Village, Talon V, Las Piñas City, herein represented by its **Operations Manager, WILFRED J. VALENTINO, JR.**, hereafter referred to as the Servicing Agency;

The Procuring Entity and the Servicing Agency shall be collectively called "**PARTIES**";

WITNESSETH:

WHEREAS, the printing and delivery of ALS Modules with an ABC of Php2,180,022.00 was posted for the first bidding in the PhilGEPS, Bulletin Board and Website on October 29, 2022. However, no bids were submitted.

WHEREAS, the second bidding was posted on November 30, 2022, still no bids were received;

WHEREAS, per evaluation of the quotations submitted, the bid of the **Servicing Agency** with the lowest calculated bid is compliant and offered a total bid amount of Php1,643,401.20;

WHEREAS, as per BAC Resolution No. 01, s. 2023 was issued recommending award of contract to the Servicing Agency for the printing and delivery of ALS Modules;

NOW THEREFORE, for and in consideration of the foregoing premises, Parties hereby agrees and bind themselves as follows;





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Article I
GENERAL PROVISION

This Contract between the **Procuring Entity** and the **Servicing Agency** shall be for the printing and delivery of ALS Modules to various Schools Division Offices of DepEd – NCR for the third Quarter of SY 2022-2023.

Article II
OBLIGATION OF THE SERVICING AGENCY

1. The **Servicing Agency** shall print and deliver the ALS Modules to various Schools Division Offices of DepEd – NCR for the third Quarter of SY 2022-2023 in compliance with the terms and conditions of this agreement;
2. The Servicing Agency shall deliver the to various Schools Division Offices of DepEd – NCR for the third Quarter of SY 2022-2023 to Schools Division Offices of DepEd-NCR with the approved specifications, to wit:

SPECIFICATIONS	
Printing	Back to Back
Size	A4 Size
Paper Quality	60 GSM
Color	Cover, One Color, Inside Pages Black
Paper Type	Cover, Double-Coated, C2S 100; Inside Pages, Book Paper
Binding	Saddle Stitch
Total No. of Pages	3,353,880

3. The Contract Period to print and deliver the ALS Modules is **thirty (30) days** upon receipt of the Notice to Proceed;
4. Delivery and unloading shall be done only during office hours between 8:00 AM to 5:00 PM, Monday to Friday except holidays;
5. In case of delay in the printing and delivery of the SLMs by the **Servicing Agency**, the Servicing Agency shall be liable to pay the Procuring Entity liquidated damages at the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual complete delivery or performance pursuant to GPPB resolution No. 02-2020.





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Article III
OBLIGATION OF PROCURING ENTITY

1. The **Procuring Entity** shall provide the Servicing Agency with the contents and layouts to be followed in the printing of the SLMs indicated in the Terms of Reference;
2. Upon complete delivery and acceptance of all concerned Schools Divisions Offices of the printed SLMs, the **Procuring Entity** shall pay the Servicing Agency the total amount as stated in **Article IV** of this Agreement;
3. In case of delay by the Servicing Agency and the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **the Procuring Entity** has the following options: (a) Terminate the Contract pursuant to the Guidelines on Termination of Contract; (b) Allow the Servicing Agency to continue the works without prejudice to the continued imposition or liquidated damages is an amount equal to or at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every delay until actual complete delivery or performance pursuant to GPPB Resolution No. 02-2020;

ARTICLE IV
TERMS OF PAYMENT

1. The Procuring Entity shall pay to the Servicing Agency the total amount of **One Million Six Hundred Forty-Three Thousand Four Hundred One Pesos & Twenty Centavos (Php1, 643,401.20)** computation on the price and quantity of the ALS Modules including the distribution list is indicated in Annex "A".
2. Upon complete delivery and acceptance of the Schools Division Offices of the SLMs and after submission of the **Statement of Billing Account** based on the actual printed and delivered copies with actual content of number of pages per module together with all other documentary requirements by the **Servicing Agency**, the **Procuring Entity** shall pay, **within (45) working days**.
3. In case of delay in the payment of the contract price by **the Procuring Entity**, the Procuring, by the way of reciprocal obligations, shall be liable to pay the Servicing Agency the accrued legal interests as may be provided for by law.

ARTICLE V
AMENDMENTS

Amendments or modification of any of the terms and conditions of this Agreement shall be valid and binding provided it is evidenced by a subsequent written Supplemental Memorandum of Agreement duly executed and signed by the respective authorized representatives of both parties.

FUNDS AVAILABLE P. 1,643,401.20
 FUND SOURCE : OFEC - 22 - 2047; 3/29/22
 OBLIGATION NO. : CR-101-101-2022-12-1765; 12/29/22
 KIMBERLY SARAVIA
 Accountant III





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ARTICLE VI
MISCELLANEOUS PROVISIONS

1. The parties are independent of each other and nothing in this Agreement shall be construed so as to constitute the parties as partners, joint ventures, agents, employees or representatives of the other for any purpose whatsoever.
2. If any part if this Agreement is declared unenforceable or void by a court of competent jurisdictions, the rest of the Agreement shall nevertheless remain in full force and effect.
3. No failure, omission or delay of any of the parties in exercising any of its rights, privileges and remedies hereunder shall operate as waiver thereof. No waiver or departure from the terms of this Agreement shall be valid and binding unless made in a written Supplemental Memorandum of Agreement and signed by the party's authorized representative.
4. It is stipulated and expressly understood that existing laws, rules, regulations in so far as not inconsistent or modified by the contract, shall form part and parcel of this Agreement.
5. In case of conflict arising from this Agreement, both parties shall agree to freely and voluntarily submit themselves to proper mediation and Arbitration proceedings pursuant to Presidential Decree No. 242 and other related laws on mediation and arbitration.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 2nd day of FEBRUARY 2023 at Quezon City, Philippines.

DEPED-NATIONAL CAPITAL REGION

By:

WILFREDO E. CABRAL, CESO III
Regional Director

TRADE MATTERS TRADING

By:

WILFRED J. VALENTINO, JR.
Operations Manager

Signed in the presence of:

RITA E. RIDDLE
BAC Chairperson

CAROLINE E. VALENTINO
Authorized Representative





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NATIONAL CAPITAL REGION

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) s.c.

LAS PIÑAS CITY

BEFORE ME, a Notary Public for and in LAS PIÑAS CITY this
08 FEB 2023, personally appeared the following:

WILFREDO E. CABRAL, CESO III and WILFRED J. VALENTINO, JR.

known to me to be the same persons who executed the foregoing instrument consisting of five pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

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

DOC NO. 332
PAGE NO. 77
BOOK NO. 19
SERIES OF 2022

ATTY. FLORIS VILLANUEVA INOCENCIO
Roll No. 73303
Notarial Commission No. LP 22-003
Valid Until December 31, 2023
JMW Bldg. Las Piñas City
IBP Receipt no. 232016/01/10/2023
PTR No. 12460335J City of Las Piñas
MCLE Compliance No. VII-0003457



ANNEX A

SUMMARY OF ALS MODULES

SDO NAME	NO. OF MODULES (1)	NO. OF ALS TEACHERS (2)	NO. OF PAGES OF MODULES (3)	NO. OF PAGES OF 9 MODULES (4) (2 x 3)	NO. OF SET PER SDO (5)	NO. OF COPIES OF SETS OF MODULES (6) (1x2x5)	NO. OF PAGES OF 3 SETS OF MODULES (7) (4 x5)	UNIT COST (PHP) (8)	TOTAL COST (PHP) (9) (6x7)
Caloocan City	9	6	5,884	35,304	3	162	105,912	0.49	51,896.88
Las Piñas City	9	7	5,884	41,188	3	189	123,564	0.49	60,546.36
Makati City	9	10	5,884	58,840	3	270	176,520	0.49	86,494.80
Malabon City	9	8	5,884	47,072	3	216	141,216	0.49	69,195.84
Manila	9	58	5,884	341,272	3	1,566	1,023,816	0.49	501,669.84
Mandaluyong City	9	6	5,884	35,304	3	162	105,912	0.49	51,896.88
Marikina City	9	3	5,884	17,652	3	81	52,956	0.49	25,948.44
Muntinlupa City	9	6	5,884	35,304	3	162	105,912	0.49	51,896.88
Navotas City	9	2	5,884	11,768	3	54	35,304	0.49	17,298.96
Pasay City	9	11	5,884	64,724	3	297	194,172	0.49	95,144.28
Pasig City	9	9	5,884	52,956	3	243	158,868	0.49	77,845.32
Parañaque City	9	14	5,884	82,376	3	378	247,128	0.49	121,092.72
Quezon City	9	29	5,884	170,636	3	783	511,908	0.49	250,834.92
San Juan City	9	3	5,884	17,652	3	81	52,956	0.49	25,948.44
Taguig City & Pateros	9	11	5,884	64,724	3	297	194,172	0.49	95,144.28
Valenzuela City	9	7	5,884	41,188	3	189	123,564	0.49	60,546.36
TOTAL		190	94,144	1,117,960		5,130	3,353,880		1,643,401.20