

Republic of the Philippines

Department of Education

REGION III
SCHOOLS DIVISION OF BULACAN

September 1, 2020

NOTICE OF AWARD

MC JAYSON SAN ANDRES

General Manager St. Andrew Publishing House 369 Culianin, Plaridel Bulacan

Project:

Printing and Delivery of the Self-Learning Modules (SLMs) & Supplementary Learning Resources (SLRs) for Elementary and

Secondary Schools of DepED SDO Bulacan under the Basic Education

Learning Continuity Plan (LOT 3)

Dear Mr. San Andres:

We are pleased to inform that your bid for the Project is hereby accepted in the amount of TWENTY NINE MILLION EIGHT HUNDRED FORTY SIX THOUSAND FOUR HUNRED THREE AND 45/100 pesos only (Php 29,846,403.45) with the following details:

Project	Description of Works		Contract Price in Php
	Grade Level	No. of Modules	
LOT 3	4	65	Php 29,846,403.45
·	5	78	

Kindly affix your signature on the space provided below to indicate your acceptance of this notice at the bid price after having been evaluated in accordance with the issued Bidding Documents. You are hereby required to enter into a formal contract with us and submit Performance Security within ten (10) days from receipt hereof, in any of the following forms:

- a) Cash, or cashier's check or bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank equivalent to ten percent (10%) of the total contract price; or
- d) Surety Bond equivalent to thirty percent (30%) of the total contract price callable upon demand issued by a surety insurance company duly certified by the Insurance Commission as authorized to issue such security.

Failure to enter into contract with us or submit the Performance Security shall constitute a sufficient ground for cancellation of this notice.



Provincial Capitol Compound, Brgy. Guinhawa, City of Malolos, Bulacan website: https://bulacandeped.com email. bulacan@deped.gov.ph







Department of Education

REGION III
SCHOOLS DIVISION OF BULACAN

Please return the original copy of this Notice to the DepED Schools Division Office of Bulacan through the BAC Secretariat within two (2) days from the date of receipt hereof.

Very truly yours,

NICOLAS T. CAPULONG, PhD, CESO V
Director III
Officer-In- Charge
Office of the Regional Director and
Concurrent Officer-In-Charge
Office of the Schools Division Superintendent

Conforme:

MC JAYSON SAN ANDRES General Manager St. Andrew Publishing House 369 Culianin, Plaridel Bulacan









Republic of the Philippines

Department of Education

REGION III SCHOOLS DIVISION OF BULACAN

September 3, 2020

MC JAYSON SAN ANDRES

General Manager St. Andrew Publishing House 369 Culianin, Plaridel Bulacan

> Subject: NOTICE TO PROCEED

Dear Mr. San Andres:

The attached Contract Agreement, having been approved, notice is hereby given to ST. ANDREW PUBLISHING HOUSE that work may proceed on the Reproduction of the Self-Learning Modules (SLMs) & Supplementary Learning Resources (SLRs) for Elementary and Secondary Schools of DepED SDO Bulacan under the Basic Education Learning Continuity Plan (LOT 3), effective three (3) days after receipt of this notice and completion of works (20) calendar days thereafter.

Accordingly, you are hereby directed to commence the work in accordance with the terms and conditions as stipulated in the Contract and with the implementing schedule.

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other to the DepED Schools Division.

Very truly yours,

NICOLAS T. CAPULONG, PhD, CESO V Director III Officer-in-Charge Office of the Regional Director and Concurrent Officer-in-Charge Office of the Schools Division Superintendent

Receipt of NTP is hereby acknowledged:

St. Andrew Publishing House



Provincial Capitol Compound, Brgy. Guinhawa, City of Malolos, Bulacan website: https://bulacandeped.com email. bulacan@deped.gov.ph







Republic of the Philippines

Department of Education

REGION III
SCHOOLS DIVISION OF BULACAN

CONTRACT AGREEMENT No. 2020-08-009

Project: Printing and Delivery of the Self-Learning Modules (SLMs) & Supplementary Learning Resources (SLRs) for Elementary and Secondary Schools of DepED SDO Bulacan under the Basic Education Learning Continuity Plan (LOT 3)

This AGREEMENT made and entered into on September 2, 2020 by and between the **Department of Education – Schools Division of Bulacan**, located at Capitol Compound, Guinhawa, Malolos City, represented herein by its Concurrent Officer-In-Charge, **Schools Division Superintendent NICOLAS T. CAPULONG, PhD., CESO V** (hereinafter called "the Entity") of one part, and **ST. ANDREW PUBLISHING HOUSE**, represented by its General Manager, **MC JAYSON SAN ANDRES**, with Office address at 369 Culianin, Plaridel Bulacan (hereinafter called "the Service Provider") of the other part:

WHEREAS, the Entity, in accordance with the 2016 IRR of RA 9184, otherwise known as the Government Procurement Reform Act adopt Negotiated Procurement under Emergency Cases as the alternative mode to address the emergency.

WHEREAS, the BAC after preparation of all appropriate documents, negotiated directly with the Service Provider with technical, legal and financial capability to deliver the goods, execute the works and perform required services.

WHEREAS, the Entity, upon recommendation of the BAC as per Resolution to Award No. 20-08-007, Series 2020, and therefore, accepted an Offer by the Service Provider for the supply of goods and services in the sum of TWENTY NINE MILLION EIGHT HUNDRED FORTY SIX THOUSAND FOUR HUNRED THREE AND 45/100 pesos only (Php 29,846,403.45) (hereinafter called "the Contract Price") with the following details:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Quotation Form and the Price Schedule submitted by the Service Provider;
 - b. the Technical Specification:
 - c. the Compliance to the Terms and Conditions
 - d. the Entity's Notice of Award; and
 - e. the Performance Security;



- 3. The goods and services referred to in this Agreement shall be delivered to the within (20) calendar days from receipt of the Notice to Proceed by the **Service Provider**.
- 4. In consideration of the Contract Price mentioned herein to be paid by the Entity to the Service Provider, the Service Provider hereby covenants, unto the Entity, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
- 5. The Entity hereby covenants to pay the Service Provider, in consideration of the provision of the goods and services, the Contract Price or such other sums as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract;
- 6. The **Contract Price** shall be paid to the **Service Provider** after delivery and acceptance of 100% of the Goods upon submission of documents required in government accounting and auditing rules and regulations;
- 7. The **Service Provider** shall be liable for damages for the delay in its performance of the Contract and shall pay the **Entity** liquidated damages 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 delayed goods are finally delivered and accepted by the Entity concerned.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

NICOLAS T. CAPULONS, PhD, CESO V

Director III
Officer-In-Charge
Office of the Regional Director and
Concurrent Officer-In-Charge
Schools Division Superintendent
DepEd –SDO Bulacan
Entity

MC JAYSON \$4N ANDRES

General Manager
St. Andrew Publishing House
369 Culianin, Plaridel Bulacan

Service Provider

SIGNED IN THE PRESENCE OF:

MARIA M. SALCEDO Accountant III Purchaser's Witness Service Provider's Witness

REPU	BLIC	OF THE	マツ	IPPINES)
CITY	OF "	19,000	- 442,504) 5.5.	

ACKNOWLEDGEMENT								
BEFORE ME, a Notary Public for ar	nd in ersonally appea	Y BULACAN, Phili ared:	SEP 0 2 2020 ppines, this day of					
GOVERNMENT ISSUED IDENTIFICATIONS								
NAME Tups	NUMBER	ISSUED ON	ISSUED AT					
NICOLAS T. CAPULONG PhD, Clipitector III Officer-In-Charge Office of the Regional Director and Concurrent Officer-In-Charge Schools Division Superintendent DepEd —SDO Bulacan Purchaser		&¢	- ro son Fernadoery (A)					
MC JAYSON SAN ANDRES General Manager St. Andrew Publishing House			PLARIDEL, BULGAN					
X 369 Culianin, Plaridel Bulacan Known to me and known instrument and acknowledged to m the entities which they respectively the second secon	to be the sa	me persons who	executed the foregoing					
The foregoing instrument is (exclusive of attachments), includir signed by the parties and their instruments page hereof.	in this nade Al	n which this acknow	MIGNOTIFIED ANTRON ON					
WITNESS MY HAND AND NOTAF	RIAL SEAL, on	the date and place	first above written.					
		Notary P	ublic					
Doc. No. 20 Page No. 21 Book No. 1 Series of 7	COI NO. NB PI PI	TIL DECEMBER CC-ANTITY R NO. 1357347	ILLOYE, CPA IC 47-MB-2019 FRAVING OF EMACAN FRAVING OF EMACAN FRAV					