RESOLUTION NO. 098, s. 2021

TO AWARD THE CONTRACT FOR THE PRINTING AND DELIVERY OF QUARTER 3 (WEEK 3 TO 8) & QUARTER 4 (WEEK 1 TO 8) SELF-LEARNING MODULES (SLMs) FOR KINDER TO GRADE 3 TO VECO PAPER CORPORATION

WHEREAS, the Department of Education, Division of Malolos City advertised the Public Bidding for the Printing and Delivery of Quarter 3 (Week 3 to 8) & Quarter 4 (Week 1 to 8) Self-Learning Modules (SLMs) for Kinder to Grade 3 in PhilGEPS, DepEd Malolos Website, and at conspicuous places in the premises of DepEd City Schools Division of Malolos.

WHEREAS, in response to the said advertisement, one (1) Bidder submitted Bidding Documents which was opened on March 25, 2021, to wit:

Name of Service Provider	Amount of Bid	ABC	Variance from ABC
Veco Paper Corporation	Php 2,805,034.96	Php 2,949,210.00	Php 144,184.04

WHEREAS, upon evaluation of the Technical and Financial documents submitted, found the offer of **VECO PAPER CORPORATION** as the Lowest Calculated and Responsive Bid. After careful examination, validation, and verification of the said documents, and the conduct of the Post Qualification, its Bid was found to be complete and was determined as compliant and is technically, legally, and financially capable to **COMPLYING**.

WHEREAS, the bidder submitted proof that its previous transactions of the same nature have been duly and timely accomplished. The same is hereto attached for reference:

NOW, THEREFORE, we the members of the Bids and Awards Committee, hereby resolve as it is hereby RESOLVED:

1. To declare the bid of **VECO PAPER CORPORATION** for the contract **"Printing and Delivery of Quarter 3 (Week 3 to 8) Quarter 4 (Week 1 to 8) Self-Learning Modules (SLMs) for Kinder to Grade 3"** as compliant;

Address: Government Center, Brgy. Bulihan, City of Malolos, Bulacan
Contact Numbers: (044) 812-2006 and (044) 812-2007

2. To award to **VECO PAPER CORPORATION** the said contract in the amount of **TWO MILLION EIGHT HUNDRED FIVE THOUSAND THIRTY-FOUR PESOS AND NINETY-SIX CENTAVOS** (Php 2,805,034.96);

3. To recommend for approval by the Schools Division Superintendent of the Department of Education, Schools Division of Malolos, the foregoing evaluation.

RESOLVED, at the DepEd Schools Division Office, this 30th day of March 2021.

CYNTHIA C. BRIONES, PhD
Vice Chairperson, BAC

ATTY. ANNA DOMINIQUE L. GUISON
Member, BAC

RODRIGO F. ROXAS
Member, BAC

EDNA C. DIAZ, PhD
Member, BAC

Digitally signed by Canlas Leonardo Cabwag
Date: 2021.03.30 16:39:30 +08'00'

LEONARDO C. CANLAS, EdD, CESO VI
Chairperson, BAC

Approved by:

Digitally signed by Esteban Norma Pascua
Date: 2021.03.30

NORMA P. ESTEBAN, EdD, CESO V
Schools Division Superintendent

Republic of the Philippines
Department of Education
REGION III
Schools Division Office of City of Malolos

QUALITY FORM FOR QMS AND ISO 9001:2015	Document Code: SDO-MALOLOS-QOF-013 Revision: 01 Effectivity date: 07-01-2020
LETTER AND TRANSMITTAL	Name of Office: SDO-City of Malolos

NOTICE OF AWARD

Date: March 30, 2021

Name of Contractor/Supplier: **VECO PAPER CORPORATION**
Address : **East Service Road, Concepcion Street, Buli, Muntinlupa City**

Name of Project: **PRINTING AND DELIVERY OF QUARTER 3 (WEEK 3 to 8) & QUARTER 4 (WEEK 1 TO 8) SELF-LEARNING MODULES (SLMs) FOR KINDER TO GRADE 3**

Dear Sir/Madam:

We are pleased to notify you that your bid for the Project is hereby accepted in the amount of **TWO MILLION EIGHT HUNDRED FIVE THOUSAND THIRTY-FOUR PESOS AND NINETY-SIX CENTAVOS (Php 2,805,034.96) ONLY**.

Kindly affix your signature on the space provided below to indicate your acceptance of this notice and 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 a Performance Security in any of the following forms within ten (10) days from receipt of this notice:

1. *Ten percent (10%) of the total contract price in the form of cash, cashier's check or manager's check issued by a universal or commercial bank, bank draft, bank guarantee or irrevocable letter of credit issued by a universal or commercial bank, provided, that it shall be confirmed or authenticated by a universal or commercial bank if issued by a foreign bank; or*

2. *Thirty percent (30%) of the total contract price in the form of Surety Bond callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security.*

Failure to enter into a contract with us or submit the Performance Security shall constitute a sufficient ground for cancellation of this notice, forfeiture of your bid security, and imposition of appropriate sanctions.

Republic of the Philippines
Department of Education
REGION III
Schools Division Office of City of Malolos

QUALITY FORM FOR QMS AND ISO 9001:2015	Document Code: SDO-MALOLOS-QOF-013 Revision: 01 Effectivity date: 07-01-2020
LETTER AND TRANSMITTAL	Name of Office: SDO-City of Malolos

Please return the original copy of this Notice to the DepEd Division of Malolos City through the BAC Secretariat within two (2) days from the date of your receipt hereof pursuant to ITB 30.2 of the Bidding Documents.

Very truly yours,

Digitally signed by Esteban Norma Pascual
Date: 2021.03.30

NORMA P. ESTEBAN, ~~EdD, CESO~~ V
Schools Division Superintendent

Conforme:

IMELDA PEARLIE OLIVIA C. FLORES
NAME OF CONTRACTOR:
POSITION: SALES
COMPANY: VELO PAPER CORPORATION
(Date) 30 MARCH 2021

Republic of the Philippines
Department of Education
Region III
Division of Malolos City

CONTRACT NO. SERVICE AND GOODS MLL-2021-01
Printing and Delivery of Quarter 3 (Week 5 to 8) & Quarter 4 (Week 1 to 8) Self-Learning Modules (SLMs) for Grades 1 to Grade 3

THIS CONTRACT made and entered into this of March 2021, by and between the **DEPARTMENT OF EDUCATION, SCHOOLS DIVISION OF CITY OF MALOLOS**, located at Government Center, McArthur Highway, Bulihan, City of Malolos, Bulacan, represented herein by its Schools Division Superintendent, **NORMA P. ESTEBAN EdD, CESO V**, hereinafter referred to as the **"FIRST PARTY"** of the one part and **VECO PAPER CORPORATION** represented by its Authorized Representative, **IMELDA PEARLIE OLIVIA C. FLORES**, with office address at East Service Road, Concepcion Street, Ibabi, Muntinlupa City, hereinafter referred to as the **"SECOND PARTY"** of the other part.

WHEREAS, the "First Party" invited bids for competitive public bidding stated in the above Project and received bid from one (1) Service Provider; the First Party opened, read and evaluated the bid, after the evaluation, the First Party post-qualified and declared the bid of the Second Party as the lowest calculated responsive bid.

WHEREAS, the First Party passed and approved a Resolution to Award in favor **VECO PAPER CORPORATION**, in the sum of ***TWO MILLION EIGHT HUNDRED FIVE THOUSAND THIRTY-FOUR PESOS AND NINETY-SIX CENTAVOS (PhP 2,805,034.96)*** only, hereinafter called the "Contract Price".

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

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:
   - 2.1 Bidding documents issued by the First Party;
   - 2.2 Bid Bulletin issued by the First Party;
   - 2.3 Winning bidder's bid including the Eligibility requirements, Technical and Financial Proposals, and all other documents /statements submitted;
   - 2.4 Performance Security;
   - 2.5 Credit line issued by a commercial or universal bank, if applicable;
   - 2.6 First Party's Notice of Award of contract; and

3. The following are the provisions the PARTIES intends to emphasize and agree upon:
   - a) Modules shall strictly be printed according to the specifications as stated in the Request for Quotation;
   - b) The delivery date shall be start on April 5, 2021 until April 30,2021;
   - c) No deliveries shall be scheduled on weekend and beyond office hours;
   - d) Proper coordination with the Learning Resource Focal Person shall at all times be observed, which includes prior notice within reasonable time specifically for the delivery schedule and other concerns;
   - e) Modules shall be packed according to learning area, grade level and week number; and
   - f) Deliveries for the printed modules shall be dropped at CMIS-Sto. Rosario, Brgy. Sto. Rosario, City of Malolos, Bulacan

4. In consideration of the Contract Price mentioned herein to be paid by the First Party to the Second Party, the Second Party hereby covenants, to the First Party, to execute and complete such services and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

5. The First Party hereby covenants to pay the Second Party in consideration of the execution and completion of such Services and the remedying of all defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract;

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

7. The Second Party shall pay the First Party for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The First Party shall deduct the liquidated damages from payments or any money due or which may become due the Second Party under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Second Party whichever is convenient to the First Party. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the First Party shall rescind this Contract, without prejudice to other courses of action and remedies open to the First Party;

IMELDA PEARLIE OLIVIA C. FLORES
Second Party

NORMA P. ESTEBAN, EdD, CESO V
Schools Division Superintendent, First Party

Republic of the Philippines

Department of Education

Region III

Division of Malolos City

8. The Second Party shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the First Party, in any of the following securities and forms:

5% of the Contract Price	Cash or Letter of Credit issued by a Universal or Commercial Bank; if issued by a foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank
	Bank Guarantee confirmed by a Universal or Commercial Bank
10% of the Contract Price	[illegible]
30% of the Contract Price	Surety Bond callable on demand issued by the GSIS or any Surety or Insurance Company duly certified by the Insurance Commission

9. Miscellaneous Matters. Strict compliance with health protocols relative to COVID-19 shall be observed at all times.

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

SIGNED, SEALED, AND DELIVERED BY:

Department of Education - Division of Malolos City
First Party

By:

NORMA P. ESTERAN, EdD, CESO V
Schools Division Superintendent
[illegible]

VECO PAPER CORPORATION
Second Party

By:

IMELDA PEARLIE OLIVIA C. FLORES
Authorized Representative

SIGNED IN THE PRESENCE OF:

[illegible]

[illegible] C. [illegible] JR.

REPUBLIC OF THE PHILIPPINES)
Province of ________________) S.S.

ACKNOWLEDGMENT

Before me, a Notary Public, for and in City of Malolos, Bulacan, Philippines, this day of MAR 3 1 2021 ____ personally appeared:

NORMA P. ESTERAN, EdD, CESO V Schools Division Superintendent (First Party's Representative)	PRC No. [illegible] Issued on ____ Valid until 11/[illegible]/22
IMELDA PEARLIE OLIVIA C. FLORES Authorized Representative (Second Party)	CTC No. [illegible] Issued on ____ Issued at ____

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 for *Printing and Delivery of Quarter 3 (Week 1 to 8) and Quarter 4 (Week 1 to 8) Self-Learning Modules (SLMs) for Kinder to Grade 3*, consisting of two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left margin of each and every page hereof.

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

Doc No. [illegible]
Page No. [illegible]
Book No. [illegible]
Series of 2021

ATTY. BENEDICT JOHN C. AURE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ROLL NO. [illegible]
[illegible]
MCLE Compliance No. [illegible]
BULIHAN, CITY OF MALOLOS, [illegible]

[illegible]

Republic of the Philippines
Department of Education
REGION III
Schools Division Office of City of Malolos

QUALITY FORM FOR QMS AND ISO 9001:2015	Document Code: SDO-MALOLOS-QQF-013 Revision: 01 Effectivity date: 07-01-2020
LETTER AND TRANSMITTAL	Name of Office: SDO-City of Malolos

April 5, 2021

NOTICE TO PROCEED

IMELDA PEARLIE OLIVIA C. FLORES
Authorized Representative
VECO PAPER CORPORATION
East Service Road, Concepcion Street, Buli, Muntinlupa City

MADAM:

The attached Contract having been approved, notice is hereby given to **VECO PAPER CORPORATION** that work may commence on the Contract "**PRINTING AND DELIVERY OF QUARTER 3 (WEEK 3 to 8) & QUARTER 4 (WEEK 1 to 8) SELF-LEARNING MODULES (SLMs) FOR KINDER to GRADE 3**".

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 this Office.

Very truly yours,

NORMA P. ESTEBAN, EdD, CESO V
Schools Division Superintendent

I acknowledge receipt of this Notice on APRIL 7, 2021

Name of Supplier/Representative: IMELDA PEARLIE OLIVIA C. FLORES

Authorized Signature: ____________________