

**PROCUREMENT AND DELIVERY OF TABLETS FOR
ALTERNATIVE DELIVERY MODE (ADM) LEARNERS, LOT 2
Contract No. 2024-10-223-B**

WARREN Y. INDOC

Witness for First Party

RUTH L. FUENTES, CESO III

First Party

NOVELYN CALDEO

Second Party

ROSEY ANNE ANTONIO

Witness for Second 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 **RUTH L. FUENTES, CESO III**, Regional Director, with office address at Regional Government Center, Balintawak, Pagadian City, Philippines, herein now referred to as the "**FIRST PARTY**".

-and-

SILICON VALLEY COMPUTER GROUP PHILS., INC., represented herein by its Branch Head, **NOVELYN CALDEO** with office address at 35 San Antonio St., San Francisco Del Monte, Quezon City hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH

WHEREAS, the FIRST PARTY invited Bids for certain Goods and Ancillary Services, particularly " Procurement and Delivery of Tablets for Alternative Delivery Mode (ADM) Learners, Lot 2 " and has accepted a Bid by SECOND PARTY for the supply of those goods and services in the sum of Eight Million Eight Hundred Eighty Three Thousand Five Hundred Twenty Pesos (PHP 8,883,520.00) hereinafter called "**CONTRACT PRICE**":

NOW THEREFORE, for and in consideration of the foregoing premises and of mutual covenant, terms and conditions hereinafter set forth the Parties hereto have agreed and do hereby agree that:

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

WARREN Y. INDOC

Witness for First Party

- 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. The Goods (listed as Annex "A") referred to in this Contract shall be delivered within **SIXTY (60) 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.

Lot No.	Description	Unit	Quantity	Unit Price	Total Price (Php)
2	Tablet	unit	544	16,330.00	8,883,520.00

4. The Goods referred to in this Contract shall be delivered to Schools Division Offices (SDOs) in Region IX (see Annex "B").
5. The goods must conform to and comply with the standards (listed as Annex "A").
6. 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.
7. 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. The replacement goods for this reason shall be subject to re-inspection.
8. The procured goods or items contemplated under this Contract shall be inspected by DepEd RO IX Inspectorate Team in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents.
9. 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. Any extension/suspension must be made in writing and submitted before the lapse of the original delivery date.
10. The FIRST PARTY shall pay the SECOND PARTY in consideration for full and faithful performance of its obligations of the total CONTRACT PRICE.
- a. One-time payment equivalent to 100% physical accomplishment shall be made to the SECOND PARTY.
- b. Other documents in support of a request for payment may be required by the FIRST PARTY pursuant to existing disbursement,

RUTH I. FUENTES, CESO III

First Party

NOVELYN CALDEO

Second Party

WITNESS

Witness for Second Party

11. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of the progress payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62 of RA 9184 AND ITS Revised IRR;
- A one-year comprehensive warranty shall reckon from the date of issuance of Certificate of Final Acceptance by FIRST PARTY.
 - Replacement and/or repair of the goods may be requested within the aforementioned warranty period. Repair of the goods shall be made within three (3) calendar days upon claim or request thereof. Replacement of the goods, in case the goods cannot be repaired, may be effected within a maximum period of seven (7) calendar days. Replacement must be of the same branding specifications and shall be installed prior to pull-out of the defective or unrepairable unit/s.
12. 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.
13. Should there be changes or amendments to the contract, the same must be made in writing and mutually agreed by both parties.
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 _____ day of _____, 2025, at _____, Philippines.


RUTH L. FUENTES, CESO III
First Party


NOVELYN CALDEO
Second Party

SIGNED IN THE PRESENCE OF:


WARREN Y. INDOC
Witness for First Party


Witness for Second Party

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Pagadian City, Philippines, this
_____ day 09 FEB 2025, 2025, personally appeared:

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

NAME	NUMBER	ISSUED ON	ISSUED AT
<u>RUTH L. FUENTES, CESO III</u>	<u>5486416</u>	<u>10-22-2019</u>	<u>DEP SO</u>
<u>NOVELYN CALDEO</u>	<u>313-933-350-000</u>	<u>10-22-2019</u>	<u>BIR DAVA CITY</u>

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 four (4) 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.

Notary Public
ATTY. HAYDEE GRECHEN P. PANGANIBAN
NOTARIAL COMMISSION NO. 2023-246
COMMISSIONED JAN. 1, 2024 - DEC. 31, 2025
PLACED OF COMMISSION: ZAMBOANGA CITY
NO. 45 G/F BLANCO BUILDING N.S VALDEROSA ST., Z.C
IBP NO: 475634; NOV. 09, 2024; ROLL NO. 62722; 05/06/2014
PTR NO. 3052972; 12/26/2024, ZAMBOANGA CITY
MCLE EXEMPTION NO. VIII-BEP000139; UNTIL 04/14/2028

Oath only

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Series of 25

WARREN Y. INDOC
Witness for First Party

RUTH L. FUENTES, CESO III
First Party

NOVELYN CALDEO
Second Party

LOREY JAYME CALUAT
Witness for Second Party

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

NOTICE TO PROCEED

February 17, 2025

NOVELYN CALDEO

Branch Head
SILICON VALLEY COMPUTER GROUP PHILS., INC.
35 San Antonio St., San Francisco Del Monte
Quezon City

Madam:

The attached Contract Agreement having been approved, notice is hereby given to SILICON VALLEY COMPUTER GROUP PHILS., INC. that work may commence relative to the "Procurement and Delivery of Tablets for Alternative Delivery Mode (ADM) Learners (Early Procurement Activity), Lot 2", effective from the date of receipt hereof.

Accordingly, 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 copy to the DepEd RO IX, Regional Government Center, Balintawak, Pagadian City.

Very truly yours,

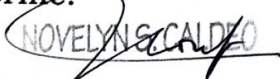


Digitally signed by Legaspi Ruth Fuentes
DN: CN=Legaspi Ruth Fuentes,
SERIALNUMBER=0128N0045dcS, O=
DepEd Regional Office IX, C=PH
Reason: I am the author of this document
Location:
Date: 2025.02.17 13:48:01+08'00'

RUTH L. FUENTES, CESO III
Regional Director



Conforme:



Signature over Printed name

Date: 2-18-2025

NOTICE OF AWARD

January 23, 2025

NOVELYN CALDEO

Branch Head
SILICON VALLEY COMPUTER GROUP PHILS., INC.
35 San Antonio St., San Francisco Del Monte
Quezon City

Madam:

We are pleased to inform you that your Bid dated December 10, 2024 for execution of the *"Procurement and Delivery of Tablets for Alternative Delivery Mode (ADM) Learners (Early Procurement Activity), Lot 2"* as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, to wit:

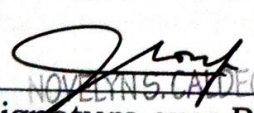
Lot No.	BIDDER	Bid Amount
2	SILICON VALLEY COMPUTER GROUP PHILS., INC.	Php 8,883,520.00

Accordingly, 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.


RUTH L. FUENTES, CESO III

Regional Director

Conforme:


Signature over Printed name

Date: 01-28-2025