



PROJECT: Supply and Delivery of Printer
CONTRACT NO.: 2024-AdmS2(006)-BI-CB029-C228

CONTRACT

THIS CONTRACT is made and entered into this SEP 30 day of 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Administration, **ATTY. MEL JOHN I. VERZOSA**, as per Office Orders OO-OSEC-2024-189, dated 9 August 2024 and OO-OSEC-2024-198, dated 16 August 2024 (hereinafter referred to as "**DEPED**"); and **ADVANCE SOLUTIONS INC.**, represented herein by its Senior Account Executive, **ERWIN DC. CORNEJO**, with office address at 3/F PPL Bldg. 1000-1046 U.N. Ave. Cor. San Marcelino, Paco, Manila (hereinafter referred to as "**ASI**", as per Omnibus Sworn Statement dated 27 May 2024 (hereto attached as Annex "A").

DEPED and ASI are collectively called **PARTIES**.

WHEREAS, DEPED invited bid for the Supply and Delivery of Printer consisting of 1 lot, and received bid from prospective bidder; **DEPED** opened, read, and evaluated the bid and declared **ASI** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **ASI** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS THREE MILLION, FIFTY-NINE THOUSAND, ONE HUNDRED and 00/100 (PhP3,059,100.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

1 Lot	Description	Quantity (Units)	Amount (PhP)
	Multifunction Printer	103	3,059,100.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning 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 part of this Contract, viz:
 - a. Resolution to Award No. **2024-AdmS2(006)-BI-CB-029** dated June 21, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications; and
 - iv. Bid Bulletin No. 1 dated May 21, 2024;

Alona
ALONA JOYDE R. PRADO
 Witness

Erwin
ERWIN DC. CORNEJO
 ADVANCE SOLUTIONS INC.

Mel
ATTY. MEL JOHN I. VERZOSA
 DEPED

Gpt
ALONA JOYCE B. PRADO
Witness

Erwin
ERWIN DC. CORNEJO
ADVANCE SOLUTIONS INC.

Mel
ELLA CECILIA G. NAIPONGUIT
DEPED's Witness
ATTY. MEL JOHN I. VERZOSA
DEPED

- c. **ASI's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **ASI's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **ASI** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. **ASI** shall post a Performance Security within ten (10) calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **ASI** is in default of any of its obligations under this Contract. **ASI** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract and until a Certificate of Final Acceptance is duly issued.

4. The goods referred to in this Contract shall be delivered by **ASI** at DepEd Central Office, DepEd Complex, Meralco Ave., Pasig City within **THIRTY (30) calendar days** from the receipt of the Notice to Proceed (NTP). **ASI** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 15 of this Contract.

5. Pre-Delivery and Pre-Implementation Conference, where applicable, shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.

6. **DEPED** shall have the right to visit and inspect **ASI's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **ASI's** capacity to discharge its contractual obligations.

7. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection, **ASI** shall ensure convenient access to the goods for inspection. **ASI** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

8. The goods shall be inspected by the designated DepEd Inspectorate Team. **ASI** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of

the inspection. Any request for inspection shall be done in writing, and submitted in accordance with Special Conditions of Contract Clause 4 of the Bidding Documents.

9. 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 final technical specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by **DEPED** and replaced by **ASI** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
11. In case **ASI** encounters condition(s) impeding timely delivery of the goods, **ASI** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension by **ASI**, shall be promptly done in writing as soon as circumstances for such request have become apparent. **ASI** must provide sufficient proof to support any request for work suspension and/or contract period extension.

DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and final acceptance at the final destination through its authorized receiving personnel.

12. The Contract Price shall be paid to **ASI** in accordance with the following disbursement procedures:
- a. Payment shall be made to **ASI** within sixty (60) days after the date of acceptance of goods at the DepEd Central Office and upon submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
 - i. One Hundred Percent (100%) of the Contract Price shall be paid to the Service Provider within 60 days after the date of acceptance of the services rendered at the delivery site and upon submission of the following documents:
 - i. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the contract.

(NOTE: **ASI** must furnish copy of the above-mentioned documents to **DEPED** Accounting and the End-user [Administrative Service- Asset Management Division (AS-AMD)] and the Contract Management Division of the Procurement Management Service, Central Office.)

13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of the

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ALONA JOYCE B. PRADO
Witness

Erwin
ERWIN DC. CORNEJO
ADVANCE SOLUTIONS INC.

Mel
ATTY. MEL JOHN I. VERZOSA
DEPED
Ella
ELLA CECILIA G. NATIPONGUIT
DEPED's Witness

progress payment or a Special Bank Guarantee in an amount equal to one percent (1%) of the Contract Price required under Section 62 of RA 9184 and its revised IRR.

- a. A one-year comprehensive warranty for non-expendable goods will be applied. The said warranty period shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.
- b. Replacement and/or repair of the goods may be requested within the aforementioned warranty period. Repair of the goods shall be made within seven (7) calendar days upon claim or request therefor. Replacement of the goods, in case the goods cannot be repaired, may be made within a maximum period of seven (7) calendar days upon claim or request therefor.

In case **ASI** opts for retention money, the amount shall be released at the expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision unless, during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

- 14. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.
- 15. **ASI** shall be liable for 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 goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **ASI**, or collect from any of the securities or warranties posted by **ASI**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 16. 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 Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004" and its Implementing Rules and Regulations.

Alona
ALONA JOYCE B. PRADO
Witness

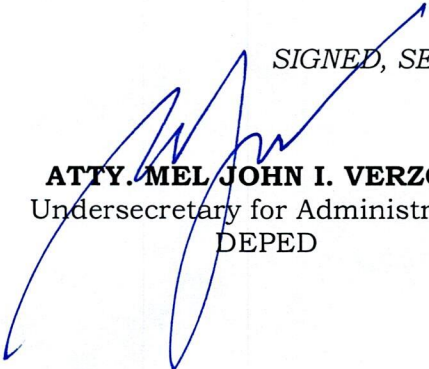
Erwin
ERWIN DC. CORNEJO
ADVANCE SOLUTIONS INC.

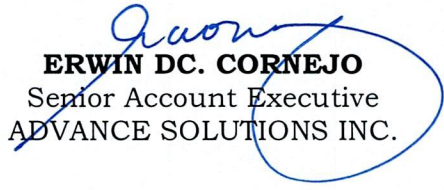
Ella
ELLA CECILIA G. WATSONGQUIT
DEPED's Witness

Mel
ATTY. MEL JOHN I. VERZOSA
DEPED


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


SIGNED, SEALED AND DELIVERED BY:


ATTY. MEL JOHN I. VERZOSA
Undersecretary for Administration
DEPED

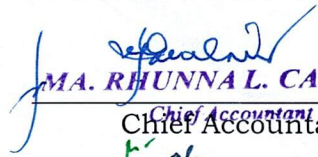

ERWIN DC. CORNEJO
Senior Account Executive
ADVANCE SOLUTIONS INC.

SIGNED IN THE PRESENCE OF:


ELLA CECILIA G. MAMBONGUIT
DEPED's Witness


ALONA JOYCE P. PRADO
ADVANCE SOLUTIONS INC.'s
Witness

CERTIFIED FUNDS AVAILABLE: ₱3,059,100.-


MA. RHUNNAL. CATALAN
Chief Accountant
9/19

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of 30 SEP 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MEL JOHN I. VERZOSA
Undersecretary for Administration
DEPED

N04-03-49 8296

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

ATTY. NEIL TANANIT ALBOPEÑA
NOTARY PUBLIC

Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 / Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229

Doc. No. 106
Page No. 23
Book No. XX/11
Series of 2024.

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S
PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **PASIG CITY**, Philippines,
this ____ day of **30 SEP 2024** 2024 personally appeared:

NAME
Erwin DC. Cornejo
ERWIN DC. CORNEJO
Senior Account Executive
ADVANCE SOLUTIONS INC.

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
P7183478B

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

Neil Tadeo Albovera
ATTY. NEIL TADEO ALBOVERA
NOTARY PUBLIC

Notary Public
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 /Pasig City/01 -02-2024
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