



**PROJECT:** Supply, Delivery, and Installation of Airconditioning Units  
**CONTRACT NO.:** 2024c-AdmS2(011)-BI-CB034-C257

**CONTRACT**

**THIS CONTRACT** is made and entered into this 17 OCT 2024 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 Order OO-OSEC-2024-189, dated 9 August 2024 (hereinafter referred to as "**DEPED**"); and **AEQUUS ENTERPRISE**, represented herein by its Authorized Representative, **FLOREDALE EBB DUGADUGA**, with office address at 20B Commonwealth Village I, Commonwealth Ave, Old Balara, Quezon City (hereinafter referred to as "**AEQUUS**"), as per Omnibus Sworn Statement dated June 20, 2024 (hereto attached as Annex "A").

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

**WHEREAS, DEPED** invited bids for the Supply, Delivery, and Installation of Airconditioning Units consisting of 1 lot, and received bids from the prospective bidders; **DEPED** opened, read, and evaluated the bid and declared **AEQUUS** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **AEQUUS** as the Lowest Calculated and Responsive Bid in the sum of **PHILIPPINE PESOS SIX MILLION, NINE HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED AND 00/100 (PHP6,996,700.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot	Description	Quantity	Units	Amount (In Php)
1	Item No. 1: Window Type 2.0 HP, Inverter with Remote Control	55	Units	PhP1,704,780.00
	Item No. 2: 2.0 Split Type Inverter, Wall Mounted Airconditioning Unit	145	Units	PhP5,291,920.00
<b>Grand Total</b>				<b>PhP6,996,700.00</b>

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, words and expressions shall have the same meaning as 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. **2024c-AdmS2(011)-BI-CB034** dated August 2, 2024;
  - b. Philippine Bidding Documents;

CHRISTY ANN BARE  
 Witness

FLOREDALE EBB DUGADUGA  
 AEQUUS ENTERPRISE

ALBERT C. ALANO  
 Chief DEPED's Witness  
 Asset Management Division

ATTY. MEL JOHN I. VERZOSA  
 DEPED



  
CHRISTY ANN BLAKE  
Witness

- i. General and Special Conditions of the Contract;
- ii. Schedule of Requirements; and
- iii. Technical Specifications;
- iv. Bid Bulletin No. 1 dated June 14, 2024.

- c. **AEQUUS'** 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 **AEQUUS'** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **AEQUUS** 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.

  
FLOREDALE EBB DUGADUGA  
AEQUUS ENTERPRISE

- 3. **AEQUUS** 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 **AEQUUS** is in default of any of its obligations under this Contract. **AEQUUS** 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.

  
ALBERT A. ALANO  
Chief, DEPED's Witness  
Asset Management Division

- 4. The goods referred to in this Contract shall be delivered by **AEQUUS** at Central Office, DepEd Asset Management Division and as to the contract duration as follows:

Item No. 1: Window Type 2.0 HP, Inverter with Remote Control

Delivery Period: First delivery and installation of fifty-five (55) units within thirty (30) calendar days from receipt of the Notice to Proceed (NTP).

Item No. 2: 2.0 Split Type Inverter, Wall Mounted Air Conditioning Unit

Delivery Period: First delivery and installation of five (5) units within thirty (30) calendar days from receipt of the Notice to Proceed (NTP).

Delivery Period: Second delivery and installation of another sixty (60) units within forty-five (45) calendar days from the completion of the first delivery.

Third delivery and installation of another eighty (80) units within forty-five (45) calendar days from the completion of the second delivery.

  
ATTY. MEL JOHN A. VERZOSA  
DEPED



**AEQUUS** 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 is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 15 of this Contract. The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

5. Pre-delivery and Pre-implementation Conference, shall be conducted prior to the inspection of goods by the designated **DEPED** Inspectorate Team, as may applicable.
6. **DEPED** shall have the right to visit and inspect **AEQUUS'** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **AEQUUS'** 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, **AEQUUS** shall ensure convenient access to the goods for inspection. **AEQUUS** 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. **AEQUUS** 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 SCC Clause 4 of the Bidding Documents.
9. The goods and services 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 **AEQUUS** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
11. In case **AEQUUS** encounters condition(s) impeding timely delivery of the goods and performance of services, **AEQUUS** 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 shall be promptly done in writing as soon as circumstances for such request have become apparent. **AEQUUS** must provide sufficient proof to support any request for work suspension and/or contract period extension.

  
CHRISTY ANN DAKE  
Witness

  
FLOREDALE EBB DUGADUGA  
AEQUUS ENTERPRISE

  
ALBERT C. ALLANO  
Chief Administrative Officer  
DEPED's Witness  
Asset Management Division

  
ATTY. MEL JOHN I. VERZOSA  
DEPED



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

12. Payment shall be made to **AEQUUS** after the completion of supply, delivery and installation as detailed below:

Project Deliverables	Timelines	Billing Schedule	Payment Schedule
After the installation testing, and commissioning of 60 units (55 units – Window type, 5 units split-type) (60/200)	First delivery and installation of sixty (60) units within thirty (30) calendar days from receipt of the Notice to Proceed (NTP)	1st Billing	Based on the total cost of delivered and installed air conditioning units
After the installation testing, and commissioning of 60 split-type units (120/200)	Second delivery and installation of another sixty (60) units within forty-five (45) calendar days from the completion of the first delivery	2nd Billing	Based on the total cost of delivered and installed air conditioning units
After the installation testing, and commissioning of 80 split-type units (200/200)	Third delivery and installation of another eighty (80) units within forty-five (45) calendar days from the completion of the second delivery	3rd Billing	Based on the total cost of delivered and installed air conditioning units

- i. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the contract; and
- ii. certification by the Service Provider, as approved by the duly authorized DepEd representative, that the required services have been rendered in accordance with the contract per milestone.

**AEQUUS** 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 progress payment or a Special Bank Guarantee in an amount equal to one percent (1%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.

- a. A one (1) year warranty for the non-expendable supplies, one (1) year for parts and service and ten (10) years for compressor shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.

*[Signature]*  
CHRISTY ANN DATE  
Witness

*[Signature]*  
FLOREDA EBB DUGADUGA  
AEQUUS ENTERPRISE

*[Signature]*  
ALBERTO ALANO  
Chief Administrative Officer-  
DEPED's Witness  
Asset Management Division

*[Signature]*  
ATTY. MEL JOHN I. VERZOSA  
DEPED



In case **AEQUUS** 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 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. **AEQUUS** 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 **AEQUUS**, or collect from any of the securities or warranties posted by **AEQUUS**, 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 RA 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

**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

**FLOREDALE EBB DUGADUGA**  
Authorized Representative  
AEQUUS ENTERPRISE

ALBERT C. ALANO  
Chief Administrative Officer  
Asset Management Division  
DEPED's Witness

SIGNED IN THE PRESENCE OF:

CHRISTY ANN BARE  
AEQUUS ENTERPRISE's Witness

CERTIFIED FUNDS AVAILABLE: ₱6,996,700.00

**MA. RHUNNA L. CATALAN**  
Chief Accountant

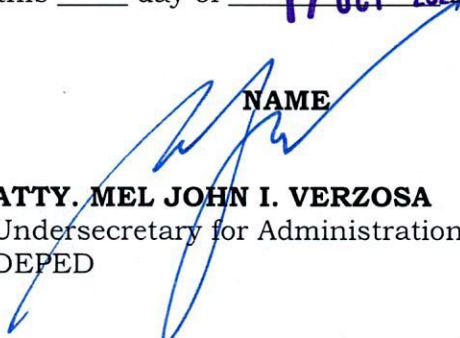
MVE - RDR - LAR - JRY - STA - GLC

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REPUBLIC OF THE PHILIPPINES)  
PASIG CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT** PASIG CITY

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, Philippines,  
this \_\_\_\_ day of 17 OCT 2024 personally appeared:

**NAME**  
  
**ATTY. MEL JOHN I. VERZOSA**  
Undersecretary for Administration  
DEPED


**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
Driver's License No: N04-03-498296

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.

Doc. No. 462  
Page No. 94  
Book No. 246  
Series of 2024.

  
**ATTY. NEIL TANANGIT ALBOPERA**  
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



REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in **PASIG CITY**, Philippines,  
this \_\_\_\_ day of **17 OCT 2024** personally appeared:

**NAME**  
*[Signature]*  
**FLOREDALE EBB DUGADUGA**  
Authorized Representative  
AEQUUS ENTERPRISE

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
UMIP # CRN- 0111- 8684468-4

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.

Doc. No. 403  
Page No. 94  
Book No. XV  
Series of 2024.

**ATTY. NEIL TANLANGIT ALBOPERA**

**NOTARY PUBLIC**  
Until December 31, 2025

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