



PROJECT: Procurement of Cloud-based Productivity Suite for One Year
CONTRACT NO.: 2024c-ICTS2(017)-BI-CB056-C295

CONTRACT

THIS CONTRACT made and entered into this 27th day of DECEMBER 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary, **ATTY. PETER IRVING C. CORVERA**, as per DepEd Order No. 017, s. 2024, dated 04 December 2024 (hereinafter referred to as "**DEPED**"); and **INNOVE COMMUNICATIONS, INC.**, represented herein by its Authorized Representative, **STELLA CHRISTINE D. DIZON**, with office address at The Globe Tower – Cebu, Samar Loop corner Panay Road Cebu Business park, Cebu City (hereinafter referred to as "**INNOVE**"), as per Omnibus Sworn Statement dated 10 December 2024 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the Procurement of Cloud-based Productivity Suite for One Year consisting of one (1) lot, and received bids from the four (4) bidders; **DEPED** opened, read, and evaluated the bids and declared **INNOVE** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **INNOVE** as the Lowest Calculated and Responsive Bid in the sum of **PHILIPPINE PESOS ONE HUNDRED FORTY-EIGHT MILLION, ONE HUNDRED EIGHTY THOUSAND and 00/100 (PhP148,180,000.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity	Amount (in PhP)
1 Lot	Cloud-based Productivity Suite Licenses	1,000,000	148,180,000.00

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. **2024c-ICTS2(017)-BI-CB-056** dated 18 December 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;

Atty. Peter Irving C. Corvera
 DepEd
 Atty. Marcelino G. Veloso III
 DepEd's Witness
 Stella Christine D. Dizon
 InnoVe
 InnoVe's Witness

- ii. Schedule of Requirements;
- iii. Technical Specifications/Terms of Reference; and
- iv. Bid Bulletin No. 1 dated 9 December 2024;

- c. **INNOVE'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 **INNOVE's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **INNOVE** 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 and Variation Order, shall form part of the Contract.

3. **INNOVE** 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 **INNOVE** is in default of any of its obligations under this Contract. **INNOVE** 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 services referred to in this Contract shall be rendered by **INNOVE** at **DepEd Central Office** within **SEVEN (7) CALENDAR DAYS** from the **receipt of the Notice to Proceed (NTP)**. **INNOVE** shall ensure that the required services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof. The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

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 Section 10 of this Contract.

5. The services to be rendered by **INNOVE** 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 specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **INNOVE's** submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

6. In case **INNOVE** encounters condition(s) impeding timely performance of the required services, **INNOVE** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request

[Signature]
KATHERINA SALVADO
INNOVE's Witness

[Signature]
STELLA CHRISTINE D. DIZON
INNOVE

[Signature]
ATTY. MARCELINE G. VELOSO III
DEPED's Witness

[Signature]
ATTY. PETER IRVING C. CORVERA
DEPED

for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **INNOVE** must provide sufficient proof to support any request for work suspension and/or contract period extension.

7. The Contract Price shall be paid to **INNOVE** in accordance with the following disbursement procedures:

- a. **INNOVE** may submit a request for payment based on the following:
- i. Actual value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and
 - ii. Certification by **INNOVE**, duly signed and dated by the authorized representative of **DEPED** indicating that the required services have been rendered in accordance with the Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- b. Payment shall be made to **INNOVE** within sixty (60) days from 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 **INNOVE** upon complete performance of the required services, and acceptance by the duly authorized DepEd representative;

INNOVE must furnish a copy of the above-mentioned documents to DepEd Accounting, End-user (Information and Communications Technology Service – Solutions Development Division) and the Contract Management Division of the Procurement Service, Central Office.

8. A Service Level Agreement (SLA) shall be imposed for a year.
9. 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.
10. **INNOVE** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money

Stella Christine D. Dizon
Kathrina Sularda Gumbala
INNOVE's Witness

Stella Christine D. Dizon
STELLA CHRISTINE D. DIZON
INNOVE

Marcelino G. Veloso III
ATTY. MARCELINO G. VELOSO III
DEPED's Witness


Peter Irving C. Corvera
ATTY. PETER IRVING C. CORVERA
DEPED

due or which may become due to **INNOVE**, or collect from any of the securities posted by **INNOVE**, 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.


11. 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, without waiving any recognized state privileges, 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.

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.

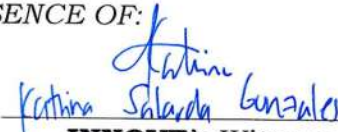
SIGNED, SEALED AND DELIVERED BY:


ATTY. PETER IRVING C. CORVERA
Undersecretary *cb*
Head of the Procuring Entity
DEPED


STELLA CHRISTINE D. DIZON
Authorized Representative
INNOVE


MARCELINO VELOSO JR.
DEPED's Witness

SIGNED IN THE PRESENCE OF:


Kertina Salarda Gonzales
INNOVE's Witness

CERTIFIED FUNDS AVAILABLE: *9148,180,000.00*


MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines, this ____ day of DEC 27 2024 personally appeared:

NAME

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

ATTY. PETER IRVING C. CORVERA
Undersecretary
Head of the Procuring Entity
DEPED

Driver's License No.:
F03-89-052203

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 six (6) 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.

NOTARY PUBLIC

Doc. No. 504 ;
Page No. 102 ;
Book No. 2 ;
Series of 2024.



CARLO LESTER T. ANG

NOTARY PUBLIC FOR AND IN THE CITIES OF PASIG CITY
IN MUNICIPALITIES OF PATEROS, METRO MANILA
APPOINTMENT NO. 115 (2024-2025)
COMMISSION EXPIRES ON DECEMBER 31, 2025
SUITES A & B 10TH FLOOR STRATA 100 BLDG.
ORTIGAS, JR. ROAD, ORTIGAS CENTER PASIG CITY
PTR No. 0173804; 01-03-2024; Pasig City
IBP Lifetime No. 016911
Roll of Attorneys No. 890511

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines, this ___ day of DEC 27 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

STELLA CHRISTINE D. DIZON
Authorized Representative
INNOVE COMMUNICATIONS, INC.

PHIL. PASSPORT P8480158A

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.

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Roll of Attomev No. 60051