



**PROJECT:** Procurement of Cloud-based Productivity Suite for one year  
**CONTRACT NO.:** 2023c-ICTS2(012)-BII-CB-016-C057

**CONTRACT**

**THIS CONTRACT** made and entered into this 20th day of October 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA** (hereinafter referred to as "DEPED"); and **ePLDT, Inc.**, represented herein by its Chief Commercial Officer, **JOHN-JOHN R. GONZALES**, with office address at 5<sup>th</sup> Floor, L.V. Locsin Bldg., Makati Avenue, Makati City, Philippines (hereinafter referred to as "ePLDT"), as per Omnibus Sworn Statement dated August 7, 2023 (hereto attached as Annex "A").

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

**WHEREAS, DEPED** invited bids for the cloud-based productivity consisting of **one (1) lot**, and received bids from **two (2) bidders**; **DEPED** opened, read, and evaluated the bids and declared **ePLDT** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **ePLDT** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS SIXTY-EIGHT MILLION, NINE HUNDRED SEVENTY-SIX THOUSAND and 00/100 (PhP68,976,000.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Amount (PhP)
1	Procurement of Cloud-based Productivity Suite for one year	68,976,000.00

**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. 2023c-ICTS2(012)-BII-CB-016 dated October 3, 2023;
  - b. Philippine Bidding Documents;
    - i. General and Special Conditions of the Contract;
    - ii. Schedule of Requirements; and
    - iii. Terms of Reference;
    - iv. Bid Bulletin No. 1 dated August 11, 2023;

Suzanne  
 LORRAINE SEE  
 ePLDT's Witness

JOHN-JOHN R. GONZALES  
 ePLDT

Ferdinand B. Pitagan  
 DEPED's Witness

ATTY. MICHAEL WESLEY T. POA  
 DEPED

*Suzanna*  
LOPPANE SEE

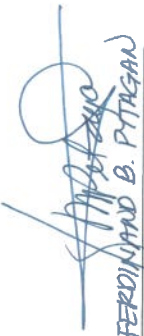
ePLDT's Witness

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



JOHN-ROBERT GONZALES  
ePLDT

3. ePLDT shall post a Performance Security within 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 ePLDT is in default of any of its obligations under this Contract. ePLDT 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.



FERDINAND B. PITAGAN  
DEPED's Witness

4. The services referred to in this Contract shall be rendered by ePLDT at **DepEd Central Office** within **seven (7) calendar days** from the receipt of the Notice to Proceed (NTP). ePLDT 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.

5. The services to be rendered 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 ePLDT's submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.



ATTY. MICHAEL WESLEY T. POA  
DEPED

6. In case ePLDT encounters condition(s) impeding timely performance of the required services, ePLDT 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. ePLDT must provide sufficient proof to support any request for work suspension and/or contract period extension.

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

- a. ePLDT may submit a request for payment based on the following:

Sullivan  
LORRAINE SUE  
ePLDT's Witness

- i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and
- ii. Certification by **ePLDT**, duly signed and dated by the authorized representative of **DEPED** indicating that the 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 **ePLDT** within 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 **ePLDT** upon complete performance of the required services, and acceptance by the duly authorized DepEd representative;

JOHN-JOHN R. GONZALES  
ePLDT

- 8. Each party, in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to RA 10173, otherwise known as the "Data Privacy Act of 2012." 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.

FERNANDO B. PANGAN  
DEPED's Witness

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

ATTY. MICHAEL WESLEY T. POA  
DEPED

- 10. 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.

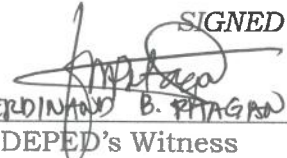
**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

*SIGNED, SEALED AND DELIVERED BY:*

  
**ATTY. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
DEPED

  
**JOHN-JOHN R. GONZALES**  
Chief Commercial Officer  
ePLDT

*SIGNED IN THE PRESENCE OF:*

  
**FERDINAND B. PIAGAN**  
DEPED's Witness

  
**LORRAINE SEE**  
ePLDT's Witness

**CERTIFIED FUNDS AVAILABLE: ₱68,976,000.-**

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

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

PASIG CITY

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_ day of 20 OCT 2023 2023 personally appeared:

PASIG CITY

**NAME**

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

**ATTY. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
DEPED

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 four (4) pages (exclusive of attachments), excluding 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.

*Leticia M. Amon*

**ATTY. LETICIA M. AMON**  
Notary Public,  
Pasig, PANGASIPAN  
Valid Until December 31, 2023  
Roll No. 22188  
PTR AA No. 0112306/01-03-23  
Lifetime ISP Member No. 04286  
Official Receipt No. 574709, IBP Chapter  
MCLE Compliance No. VII-0000050/6-18-2019  
Ground Flr. Armal Centre, U. Velasco, Ave.,  
Malinao, Pasig City

Doc. No. 74 ;  
Page No. 16 ;  
Book No. 132 ;  
Series of 2023.



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 20 OCT 2023 2023 personally appeared:

**NAME**  
**JOHN-JOHN R. GONZALES**  
Chief Commercial Officer  
ePLDT

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

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 four (4) pages (exclusive of attachments), excluding 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. 75;  
Page No. 16;  
Book No. 122;  
Series of 2023.

*L. Amon*  
**ATTY. LETICIA M. AMON**  
Notary Public  
**NOTARY PUBLIC**  
Pasig, PANGASIPAN  
Valid Until December 31, 2023  
Roll No. 22188  
PTR AA No. 0112306/01-03-23  
Lifetime IBP Member No. 04286  
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