



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City

<https://www.deped.gov.ph/>



PROJECT: Mass Production, Supply, Distribution, Configuration, Testing, Commissioning, Training, and Maintenance of TVL Tools and Equipment Packages to Public Senior High Schools (Cabinets, Various Tools and Equipment) 2022 and 2023 Rebid (for Lots 1, 4, & 5)

CONTRACT NO.: 2023c-BLR4(002&006)-BV-CB024a-C128

CONTRACT

THIS CONTRACT made and entered into this DEC 29 2023 day of 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**, as per Office Order OO-OSEC-2023-067, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **JONECO Tech Marketing Corp.**, represented herein by its Authorized Representative, **VICENTE ESPERANZA III**, with office address at #7 Pioneer Street corner, Sheridan Street, Elena Roces Compound, Mandaluyong City (hereinafter referred to as "**JONECO**") as per Omnibus Sworn Statement dated 13 December 2023 (hereto attached as Annex "A").

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

WHEREAS, **DEPED** invited bids for the Mass Production and Supply of TVL Tools and Equipment Packages consisting of three (3) lots, and received bids from two (2) bidders for Lot No. 1; **DEPED** opened, read, and evaluated the bid and declared **JONECO** as having the Lowest Calculated Bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **JONECO** as the Lowest Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS ONE HUNDRED TWENTY-FIVE MILLION, ONE HUNDRED NINETEEN THOUSAND AND 00/100 (PhP125,119,000.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Information Technology Devices and Accessories (MI-LOT 1)				
Lot No.	Item No.	Description	Quantity	Amount (in PhP)
1	1	Laptop Computer	4,584	125,119,000.00
	2	Plotter	29	
	3	Printer	426	
	4	Smart TV	224	

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.

LAURENCE TAGUE
JONECO's Witness

VICENTE ESPERANZA III
JONECO

DEPED's Witness

ATTY. MICHAEL WESLEY T. POA
DEPED

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-BLR4(002&006)-BV-CB-024a** dated 22 December 2023;
 - 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 07 December 2023
 - c. **JONECO'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 **JONECO's** conforme thereto; and
 - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **JONECO** 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. **JONECO** 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 **JONECO** is in default of any of its obligations under this Contract. **JONECO** 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. Further, the Performance Security shall be made in accordance with any of the forms prescribed in Section 39 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as, "An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and for other Purposes.

4. The goods referred to in this Contract shall be delivered by **JONECO** at the recipient schools (**Door-to-Door**) within **120 CALENDAR DAYS** from receipt of the Notice to Proceed (NTP). **JONECO** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements and Allocation List, 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 authorized receiving personnel may be a cause for the termination of the Contract.

5. **DEPED** shall have the right to visit and inspect **JONECO** premises covered by the Contract at any time or stage of the contract implementation to


 LAURENCE T. GARCIA
 JONECO's Witness


 VICENTE ESPERANZA III
 JONECO


 ANZ D. CANLON
 DEPED's Witness


 MICHAEL WESLEY T. POA
 DEPED

monitor and assess **JONECO** capacity to discharge its contractual obligations.

Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct of inspection of goods by the designated DepEd Team, as may be necessary or applicable.

6. **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, **JONECO** shall ensure convenient access to the goods for inspection. **JONECO** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.
7. The goods shall be inspected by the designated DepEd Inspectorate Team. **JONECO** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and submitted in accordance with Special Conditions of Contract (SCC) Clause 4 of the Bidding Documents.
8. 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, based on the samples submitted by **JONECO**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
9. 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 **JONECO** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
10. In case **JONECO** encounters condition(s) impeding timely delivery of the goods, **JONECO** 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. **JONECO** must provide sufficient proof to support any request for work suspension and/or contract period extension.

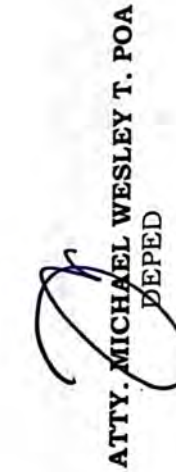
DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and acceptance at the final destination through its authorized receiving personnel.

11. The Contract Price shall be paid to **JONECO** in accordance with the following disbursement procedures:
 - a. **JONECO** may submit a request for payment based on the following:


VICENTE ESPERANZA III
JONECO


VICENTE ESPERANZA III
JONECO


DepEd's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- i. Supplier's invoice showing goods' description, quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract, unit price, and total amount;
- ii. Duly signed Delivery Receipt/s;
- iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **JONECO**, duly signed and dated by the authorized representative of **DEPED** indicating that the goods have been delivered in accordance with the Contract; and
- iv. Warranty Certificate.

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 **JONECO** within 60 days from submission of the documents specified in Special Conditions of Contract (SCC) Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:

- i. An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within 60 calendar days from the signing of the contract;
- ii. For every progress payment, **JONECO** shall be paid upon delivery to at least 25% of the recipient schools with complete goods and acceptance of the same by an authorized representative of **DEPED**
- iii. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods; and
- iv. Refund/release of retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

- 12. 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 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. A one-year comprehensive warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.
- b. A longer warranty period shall be applied to the following goods:

Item	Warranty Period
Laptop Computer	At least one (1) year on parts and two (2) years service
Plotter	At least one (1) year on parts and two (2) years service
Printer	At least one (1) year on parts and two (2) years service

- c. **JONECO** shall replace and/or repair the goods that may be requested within three hundred sixty (360) calendar days from the date of acceptance of goods by **DEPED**. Replacement and/or repair of the goods shall be made within thirty (30) calendar days upon claim or

LAURENCE PAGLE
JONECO's Witness

VICENTE ESPERANZA III
JONECO

Arz D. Carmon
DEPED's Witness

TY. MICHAEL WESLEY T. POA
DEPED

request therefor. The replacement goods shall be subject to re-inspection.

In case **JONECO** 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.

13. Ownership, title, rights, and interest with respect to the contents of the user manuals including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **JONECO** hereby irrevocably waives any claim thereto. **JONECO** not, in any manner or for any purpose, use the contents of the user manuals beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract unless express permission of **DEPED** in writing is obtained.
14. 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" 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. **JONECO** 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 **JONECO**, or collect from any of the securities or warranties posted by **JONECO**, 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.


LAURENCE F. LAGLE
JONECO's Witness

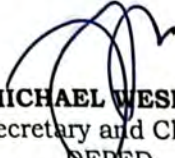

VICENTE ESPERANZA III
JONECO



Anz D. Canlan
DEPED's Witness


MR. MICHAEL WESLEY T. POA
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. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED


VICENTE ESPERANZA III
Authorized Representative
JONECO TECH MARKETING CORP.

SIGNED IN THE PRESENCE OF:


Arz D. Cardona
DEPED's Witness


LAWRENCE TAGLE
JONECO TECH MARKETING CORP's
Witness


CERTIFIED FUNDS AVAILABLE: ₱ 125, 119, 000.00
MA. RHUNNAL CATALAN
Chief Accountant
Chief Accountant

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 29 DEC 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

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

Driver's License No2-06-0044162

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge 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 six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

NOTARY PUBLIC

Doc. No. 50 ;
Page No. 11 ;
Book No. 1 ;
Series of 2023.



Jose Miguel A. Fernandez

Attorney's Roll No. 52523

Unit 503 Taipan Place, F. Ortigas Jr. Road, Pasig City

Notary Public for Pasig City

Appointment No. 181 (2022-2023)

IBP No. 308505 (01-27-23); RSM

PTR No 16173679 (01-24-23) Pasig City

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of _____ 2023 personally appeared:

NAME

VICENTE ESPERANZA III
Authorized Representative
JONECO TECH MARKETING CORP.

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
PASSPORT NO. PC296145A
3-6-18
DFA NCR


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 (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.
29 DEC 2023

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

NOTARY PUBLIC

Doc. No. 8;
Page No. 2;
Book No. 1;
Series of 2023.


ATTY. THOMAS VINCENT O. PANTALEON
Notary Public for Quezon City
Roll No. 68210
PTR NO. 4096168, 9 January 2023, Quezon City
IBP No. 239005, 7 November 2022, Quezon City
Adm. Matter No. NP-302(2023-2024)
MCLE Exemption No. VIII - BEP000156, 3 June 2022
Suite 204, Milandre Centre, 982 Quezon Avenue,
Quezon City, 1103