



ROLL DA P. SURGUN
 Administrative Services
 SYNERMAXX's Witness

PROJECT: Procurement of Service for Short Message Service (SMS) Provider
CONTRACT NO.: 2024-DRRMS(009)-BII-CB031-C258

CONTRACT

THIS CONTRACT made and entered into this 18th day of September 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director IV, **NENNETH E. ALAMA**, as per Order OO-OSEC-2024-189, dated 9 August 2024 (hereinafter referred to as "**DEPED**"); and **SYNERMAXX CORPORATION**, represented herein by its VP – Sales & Operations (Mobile Division), **TRISHA MARIA ROMINA L. GONZALEZ** with office address at Suite 0211 AIC-Burgundy Empire Tower, ADB avenue corner Sapphire & Garnet Roads, Ortigas Center, Pasig City (hereinafter referred to as "**SYNERMAXX**"), as per Omnibus Sworn Statement dated June 7, 2024 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the Procurement of Service for Short Message Service (SMS) Provider consisting of **one (1) lot**, and received bid from two (2) prospective bidders; **DEPED** opened, read, and evaluated the bids of the bidders and declared **SYNERMAXX CORPORATION** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **SYNERMAXX** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS EIGHT HUNDRED FIFTY-TWO THOUSAND AND 00/100 (PhP852,000.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

	Description	Amount (PhP)
1 Lot	Procurement of Service for Short Message Service (SMS) Provider	PhP852,000.00

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. 2024-DRRMS(009)-BII-CB-031 dated June 26, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements; and

TRISHA MARIA ROMINA L. GONZALEZ
 SYNERMAXX
 JOSE GABRIEL NOVENO
 DEPED's Witness

NENNETH E. ALAMA
 DEPED

ROLLINDA P. CAGUIBUN
Administrative Services

SYNERMAXX's Witness

TRISHA MARIA ROMINA L. GONZALEZ

SYNERMAXX

JOSE GABRIEL NOVENO

DEPED's Witness

NENETH E. ALAMA

DEPED

iii. Scope of Services and Terms of Reference

- c. **SYNERMAXX'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 **SYNERMAXX's** conforme thereto; and
 - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **SYNERMAXX** 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. **SYNERMAXX** shall post a Performance Security within 10 calendar days from receipt of the NOA by the **SYNERMAXX** from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, **SYNERMAXX** shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **SYNERMAXX** is in default of any of its obligations under this Contract. **SYNERMAXX** 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 delivery period and until a Certificate of Final Acceptance is duly issued.

Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.

- 4. The services referred to in this Contract shall be rendered by **SYNERMAXX** at the **DEPED CENTRAL OFFICE** within **three hundred sixty (360) calendar days from receipt of the Notice to Proceed (NTP)**. **SYNERMAXX** 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.

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 9 of this contract.

- 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 Terms of

[Signature]
ROLLANDA P. CANGCANGIN
Administrative Services
SYNERMAXX's Witness

[Signature]
TRISHA MARIA ROMINA L. GONZALEZ
SYNERMAXX

[Signature]
JOSE GABRIEL NOVED
DEPED's Witness

[Signature]
NENETH E. ALAMA
DEPED

Reference and scope of work as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **SYNERMAXX**'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 **SYNERMAXX** encounters condition(s) impeding timely performance of the required services, **SYNERMAXX** 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. **SYNERMAXX** must provide sufficient proof to support any request for work suspension and/or contract period extension.
7. The Contract Price shall be paid to **SYNERMAXX** in accordance with the following disbursement procedures:
 - a. **SYNERMAXX** may submit a request for payment based on the following:
 - 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 **SYNERMAXX**, 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 **SYNERMAXX** according to the actual number of RADaR SMS triggers sent monthly. An initial budget of PhP100,000.00 per month has been allocated for this purpose. However, it is important to note that the occurrence of disasters may vary, resulting in months with either no occurrences or minimal triggering of SMS alerts. In such cases, any excess funds remaining from those months within the fiscal year will be utilized to cover any deficit in subsequent months, to ensure that the total expenditure does not exceed the designated annual budget specified in SCC Clause 2.2

SYNERMAXX must furnish a copy of the above-mentioned documents to the End-User (Disaster Risk Reduction and Management Service).

8. 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.

9. **SYNERMAXX** 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 **SYNERMAXX**, or collect from any of the securities posted by **SYNERMAXX**, 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.
10. The **PARTIES** shall make exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Contract. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

However, in the event that the **PARTIES** fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the Parties shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR). Under Republic Act No. 9285 or the Alternative Dispute Resolutions Act of 2004, an Early Neutral Evaluation is defined as ADR process wherein parties and their lawyers are brought together early in pre-trial phase to present summaries of their cases and receive a nonbinding assessment by an experienced, neutral person, with expertise in the subject in the substance of the dispute.

In case of failure to settle differences, the dispute shall be referred to arbitration administered by three (3) accredited arbitrators to be appointed by both Parties in accordance with the Rules on ADR under RA No. 9285 and other relevant rules, regulations, and issuances.

In case of failure to settle differences, the **PARTIES** shall not be precluded from submitting dispute to the appropriate courts in the Philippines. Any cause of action for the enforcement of this Contract or any provision hereto shall be instituted only in the courts of competent jurisdiction, specifically in the Pasig City to the exclusion of other venues.

ROLLINDA P. CAGUNGAN
Administrative Services
SYNERMAXX's Witness

TRISHA MARIA ROMINA L. GONZALEZ
SYNERMAXX

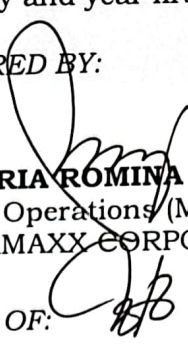
JOSE GABRIEL NOVEDO
DEPED's Witness

NENNETH E. ALAMA
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:


NENNETH E. ALAMA
Director IV
DEPED


TRISHA MARIA ROMINA L. GONZALEZ
VP - Sales & Operations (Mobile Division)
SYNERMAXX CORPORATION

SIGNED IN THE PRESENCE OF:


JOSE GABRIEL NOVENO
DEPED's Witness


ROLLINDA P. CAGUNGUN
Administrative Services

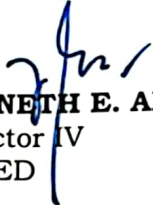
SYNERMAXX's Witness

CERTIFIED FUNDS AVAILABLE: ₱852,000.-


MA. RHUNNA L. CATALAN
Chief Accountant

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of 19 SEP 2024 2024 personally appeared:

NAME

NENNETH E. ALAMA
Director IV
DEPED

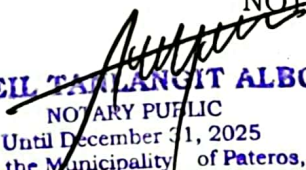
GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
DepEd ID
39-606918-0

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

The foregoing instrument is a CONTRACT consisting of seven (7) 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.

Doc. No. 074
Page No. 7
Book No. 29
Series of 2024.

NOTARY PUBLIC

ATTY. NEIL TALANGIT 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)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ___ day of 19 SEP 2024 2024 personally appeared:

NAME	GOVERNMENT ISSUED ID <i>(Number, Issued On, Issued By)</i>
TRISHA MARIA ROMINA L. GONZALEZ VP – Sales & Operations (Mobile Division) SYNERMAXX CORPORATION	CRN – 0033 – 4445854 – 8

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

The foregoing instrument is a CONTRACT consisting of seven (7) 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.

Doc. No. 375;
Page No. 10;
Book No. 109
Series of 2024.

NOTARY PUBLIC
ATTY. NEIL TANI NGOT 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
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