



Republic of the Philippines
Department of Education



DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines
Trunk line: (02) 632-13-61 / website: http://www.deped.gov.ph

PROJECT: **Procurement of Support Services for Existing DepEd Central Network Equipment**

CONTRACT NO.: **2019-10-ICTS3(010)-BII-CB-026-CO47**

CONTRACT AGREEMENT

27 DEC 2019

THIS AGREEMENT made the ____ day of _____, 20__ between the **DEPARTMENT OF EDUCATION**, located at DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary for Administration, **ALAIN DEL B. PASCUA** (hereinafter called "**DEPED**"), and **UNIVERSAL ACCESS AND SYSTEMS SOLUTION PHIL. INC.** represented herein by its Account Director, **MARK ANGELO ORLEANS**, with Office address at G/F, Rm. 108, Reliance Center, #99 E. Rodriguez Ave., Brgy. Ugong, Pasig City (hereinafter called "**UNIVERSAL**");

WHEREAS, **DEPED** invited Bids for certain goods and ancillary services, viz., procurement of services, and has accepted a bid by the **UNIVERSAL** for the supply of those goods and services in the sum of **PHILIPPINE PESOS ONE MILLION, SEVEN HUNDRED EIGHTY THOUSAND and 00/100 (Php 1,780,000.00)** (hereinafter called "the **Contract Price**");

Lot No.	Description	Amount (PhP)
1	Procurement of Support Services for Existing DepEd Central Network Equipment	1,780,000.00
TOTAL		1,780,000.00

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. **DEPED**'s Notice of Award;
 - b. the Performance Security;
 - c. the Bid Form and the Price Schedule submitted by the Bidder;
 - d. the General and Special Conditions of Contract;
 - e. the Technical Specifications; and
 - f. the Schedule of Requirements
3. The Goods and Services referred to in this Agreement shall be delivered to the Project Site(s) **within thirty (30) calendar days**, which shall commence upon receipt of the Notice to Proceed (NTP) by **UNIVERSAL**;

MARK IVAN SY
UNIVERSAL'S WITNESS

MARK ANGELO ORLEANS
UNIVERSAL

ABRAM Y. C. ABANIL
DEPED'S WITNESS

ALAIN DEL B. PASCUA
DEPED


KARL IVAN SY
UNIVERSAL'S WITNESS

4. In consideration of the Contract Price mentioned herein to be paid by the **DEPED** to **UNIVERSAL**, **UNIVERSAL** hereby covenants, unto **DEPED**, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
5. **DEPED** hereby covenants to pay **UNIVERSAL**, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days from submission of documents under this Contract shall be as follows:

UNIVERSAL shall be paid on a **monthly basis** upon receipt of the corresponding documents, stated below:

Upon delivery of the Goods to the Project Site, **UNIVERSAL** shall notify the Purchaser and present the following document to the Purchaser:

- a) Original and 4 copies of the **UNIVERSAL**'s Invoice showing the Goods description, quantity, unit price, total price.
- b) Original and 4 copies of Delivery Receipt.
- c) Original Statement of Accounts
- d) Approved Purchaser Order
- e) Warranty Certificate


MARK ANGELO ORLEANS
UNIVERSAL

Progress Payment - **UNIVERSAL** may submit a request for payment based on the monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and acceptance reports, including certification by **UNIVERSAL**, as approved by the duly authorized DepED representative, that the items have been delivered and/or properly installed and commissioned in accordance with the contract.

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

6. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of payment, or a special bank guarantee in the amount equal to at least one percent (1%) of the Contract Price required in Section 62 of RA 9184 and its IRR.

The retention money or special bank guarantee shall be released only after the lapse of the Warranty in SCC Clause 17.3.

7. In case **UNIVERSAL** encounters condition(s) impeding timely delivery of the goods and/or services, **UNIVERSAL** shall promptly notify **DEPED** in writing


ABRAM Y.C. ABANIL
DEPED'S WITNESS


ALAIN DEL P. RASCUA
DEPED


KARL IVAN SY
UNIVERSAL'S WITNESS


MARK ANGELO ORLEANS
UNIVERSAL


ABRAM Y.C. ABANIL
DEPED'S WITNESS

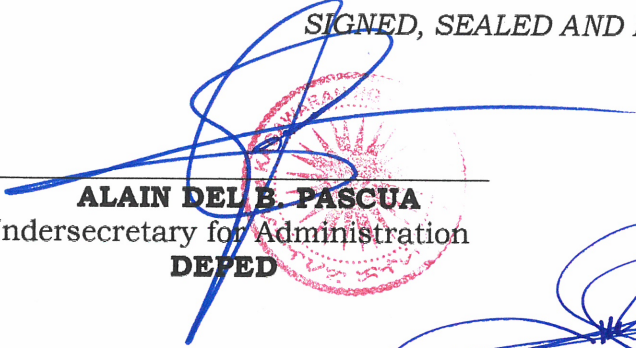
of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such request have become apparent. **UNIVERSAL** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;


8. **UNIVERSAL** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that the **UNIVERSAL** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DEPED** of the Certificate of Final Acceptance. For this purpose, **UNIVERSAL** undertakes to renew its performance security whenever necessary and without need of prior notice or 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;
9. **UNIVERSAL** shall be liable for the damages for the delay in its performance of the Contract and shall pay **DEPED** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **UNIVERSAL**, or collect from any of the securities or warranties posted by **UNIVERSAL**, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **DEPED** may rescind or terminate this Contract, without prejudice to other courses of action and remedies open to **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 Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.



ALAIN DEL P. PASCUA
DEPED


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary for Administration
DEPED


MARK ANGELO ORLEANS
Account Director
**UNIVERSAL ACCESS AND
SYSTEMS SOLUTION PHIL. INC.**


SALVADOR C. MALANA III
ASSISTANT SECRETARY,
PROCUREMENT AND ADMINISTRATION
DEPED


ABRAM Y.C. ABANIL
Director IV
Information and Communications
Technology Service
DEPED's Witness


KARL IVAN SY
Universal Access and
Systems Solution Phil. Inc.
Universal's Witness

CERTIFIED FUNDS AVAILABLE: ₱1,780,000.00


MA. RHUNNAL L. CATALAN
Chief Accountant

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

A C K N O W L E D G E M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this 21 day of DEC 2019, personally appeared:

GOVERNMENT-ISSUED IDENTIFICATION CARD

NAME

Number

ALAIN DEL B. PASCUA
Undersecretary for Administration
DEPED

Passport No.: Expiry Date:
Issued:

MARK ANGELO ORLEANS
Account Director
Universal Access and
Systems Solution Phil. Inc.
UNIVERSAL

Driver's License No.: Expiry Date:
NO 9-11-007508 2021-10-26

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which the acknowledgement 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
Until December 31, 20__

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2019

Concepcion P. Villarera
ATTY. CONCEPCION P. VILLARERA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323642 – 1-03-2019/ QC
IBP No. AR14460591 – 12-17-2018/ QC
Roll No. 30457 – 05-09-80
MCLE 5-0012536 – 12-21-2015
Adm. Matter No. NP 270 (2018-2019)