



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
Trunk Line (02) 632-13-61, Website <http://www.DepEd.gov.ph>



*[Signature]*  
ALON GARCER  
E12 TECH INC.'s Witness

PROJECT: Procurement of Professional and Consultancy Services for the Ideation, Conceptualization, Design, Planning and Execution of the Department of Education's DepEd TV Broadcast Manual and Training Program

CONTRACT NO.: 2020c-ICTS1(003)-BI-NPEC034-C032

**CONTRACT AGREEMENT**

**DEC 29 2020**

*[Signature]*  
PAOLO ANTONIO B. BEDIONES  
E12 TECH INC.

*THIS AGREEMENT* made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Officer-in-Charge Undersecretary for Administration, **ATTY. SALVADOR C. MALANA III**, as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DepEd**"); and **E12 TECH INC.**, represented herein by its President, **PAOLO ANTONIO B. BEDIONES**, with office address at 312 Shaw Blvd., Pleasant Hills, Mandaluyong City, Philippines (hereinafter referred to as "**E12 TECH INC.**").

**DepEd and E12 TECH INC.** are collectively called "**PARTIES.**"

*[Signature]*  
DepEd's Witness

**WHEREAS, DEPED** invited bids for professional and consulting services for the DepEd TV Broadcast Manual and Training Program consisting of one (1) lot; **DepEd** requested and received price quotations from three (3) consulting firms; **DepEd** passed and approved a Resolution dated 7 December 2020 declaring **E12 TECH INC.** as a shortlisted bidder; **E12 TECH INC.** submitted its eligibility requirements and technical and financial proposals; after evaluation, **DepEd** declared **E12 TECH INC.** as having the highest rated bid; **DepEd** post-qualified and declared the bid of **E12 TECH INC.** as the single rated responsive bid in the sum of **PHILIPPINE PESOS FORTY-FIVE MILLION, FIVE HUNDRED THOUSAND and 00/100 (PhP45,500,000.00) ONLY**, (hereinafter called the "**Contract Price**");

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The following documents shall be deemed to form, be read and construed as part of this Agreement:
  - i. Request for Quotation;
    - a. Schedule of Requirements
    - b. Terms of Reference
  - ii. **E12 TECH INC.'s** quotation;
  - iii. Resolution on Shortlisting No. 2020c-ICTS1(003)-BI-NPEC-034 dated 2 December 2020;
  - iv. Resolution to Award No. 2020c-ICTS1(003)-BI-NPEC-034 dated 26 December 2020; and
  - v. Notice of Award dated 28 December 2020 and **E12 TECH INC.'s** conforme thereto; and
  - vi. Other contract documents that may be required by existing laws and/or **DepEd. E12 TECH INC.** agrees that additional contract

*[Signature]*  
ATTY. SALVADOR C. MALANA III  
OIC-Office of the Undersecretary for Administration

  
**ALISON S. KHATZ**  
 E12 TECH INC.'s Witness

  
**PAOLO ANTONIO B. BEDIONES**  
 E12 TECH INC.

  
 DepEd's Witness

documents or information that are subsequently required for submission after the contract execution shall form part of the Contract;

2. The works and deliverables under this **Contract** shall be completed within a period of **ninety (90) calendar days** from the date of issuance of the Notice to Proceed and with the following milestones:

Milestone 1	Turnover of Approved Broadcaster Training Program	Within 30 calendar days from Notice to Proceed
	Turnover of Approved Broadcast Design	
Milestone 2	Production of at least 640 fully edited, mastered and formatted broadcast ready television lessons	
	Training of at least 200 DepEd Teacher Broadcaster Participants	
Milestone 3	Turnover of at least twenty-five (25) Audio Video Lessons by Broadcast Veterans	
	Turnover of Complete Operations Manual for Broadcast	
Milestone 4 (Batch 2)	Production of at least 640 fully edited, mastered and formatted broadcast ready television lessons	
	Training of at least 200 DepEd Teacher Broadcaster Participants	
Milestone 5 (Batch 3)	Production of at least 640 fully edited, mastered and formatted broadcast ready television lessons	Within 90 calendar days from Notice to Proceed
	Training of at least 200 DepEd Teacher Broadcaster Participants	

3. **E12 TECH INC.** 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 **E12 TECH INC.** 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, **E12 TECH INC.** 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;

4. The works and services to be performed under this **Contract** should conform to the Terms of Reference and Schedule of Requirements as embodied in the Request for Quotation, or as amended by subsequently issued notices, if any, and

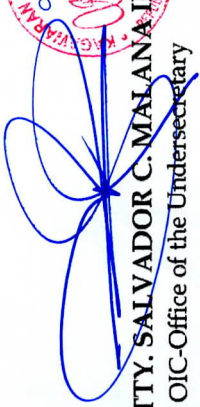
  
**ATTY. SALVADOR C. MALANA III**  
 OIC-Office of the Undersecretary  
 for Administration



  
E12 TECH INC.'s Witness

  
PAOLO ANTONIO B. BEDIONES  
E12 TECH INC.

  
DepEd's Witness

  
ATTY. SALVADOR C. MALANA III  
OIC-Office of the Undersecretary  
for Administration



must be in accordance with the Terms of Reference as offered, evaluated and approved by **DepEd** during the evaluation of proposals;

5. In consideration of the **Contract Price** mentioned herein to be paid by **DepEd** to **E12 TECH INC., E12 TECH INC.** hereby covenants to provide all of the incidental and additional services as specified in the Terms of Reference and Schedule of Requirements and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;
6. In case **E12 TECH INC.** encounters condition(s) impeding timely completion of its services, **E12 TECH INC.** shall promptly notify **DepEd** in writing 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 requests have become apparent. **E12 TECH INC.** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension.
7. The **Contract Price** shall be paid to **E12 TECH INC.** in accordance with the following disbursement procedures:
  - 7.1. An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the submission and acceptance of outputs, and accompanied by a claim for advance payment;
  - 7.2. **E12 TECH INC.** may submit a request for payment based on the monthly Progress Reports which shall be attached to the progress billing and include the following:
    - a. Turnover of approved Teacher Broadcaster Training Program and approved Broadcast Design - **20% of the Contract Price;**
    - b. Production of at least 640 fully edited, mastered and formatted broadcast ready television lessons and training of at least 200 DepEd Teachers Broadcaster Participants - **20% of the Contract Price;**
    - c. Turnover of at least 25 Video Lessons by Broadcast Veterans and Complete Operations Manual for Broadcast - **20% of the Contract Price;**
    - d. Production of at least 640 fully edited, mastered and formatted broadcast ready television lessons and training of at least 200 DepEd Teachers Broadcaster Participants - **20% of the Contract Price;**
    - e. Production of at least 640 fully edited, mastered and formatted broadcast ready television lessons and training of at least 200

  
AUSCH SANCHEZ  
E12 TECH INC.'s Witness

DepEd Teachers Broadcaster Participants - 20% of the Contract Price;

7.3. Subject to the recoupment of the advance payment contemplated in Clause 7.1 above, payment shall be made to **E12 TECH INC.** within sixty (60) days from submission of documents required under this Contract and other documents in support of a request for payment as may be prescribed by **DepEd** pursuant to existing disbursement, accounting and auditing rules and procedures.

  
PAOLO ANTONIO B. BEDIONES  
E12 TECH INC.


8. **E12 TECH INC.** shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services and deliverables for every day of delay until such services are finally performed and accepted by **DepEd**. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **E12 TECH INC.**, or collect from any of the securities posted by **E12 TECH INC.** Once the cumulative amount of liquidated damages reaches ten percent (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.

9. 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.

  
DepEd's Witness

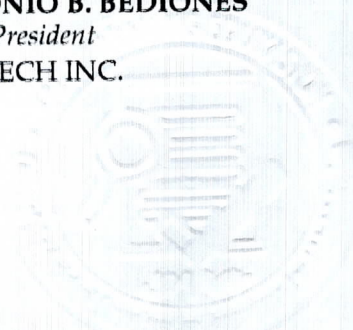
**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

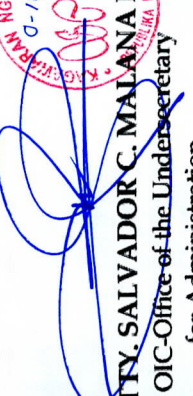
SIGNED, SEALED AND DELIVERED BY:

  
ATTY. SALVADOR C. MALANA III  
Assistant Secretary  
Officer-in-Charge, Office of the  
Undersecretary for Administration  
DEPARTMENT OF EDUCATION




  
PAOLO ANTONIO B. BEDIONES  
President  
E12 TECH INC.




  
ATTY. SALVADOR C. MALANA III  
OIC-Office of the Undersecretary  
for Administration

SIGNED IN THE PRESENCE OF:


  
DepEd's Witness

  
XUSOM SANCHEZ  
EI2 TECH INC.'s Witness

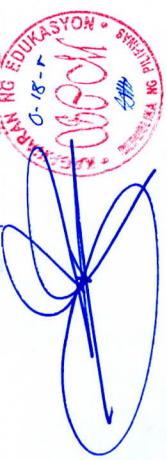
APPROVED BY:

  
LEONOR MAGTOLIS BRIONES  
Secretary  
DEPARTMENT OF EDUCATION

CERTIFIED FUNDS AVAILABLE: ₱45,500,000.-

  
CHOLITA P. HONG  
Accountant IV  
OIC, Chief Accountant  
Chief Accountant



*[Signature]*  
E12 TECH INC.'s Witness

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY, Philippines,  
this DEC 29 2020 day of 2020 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**ATTY. SALVADOR C. MALANA III**

*Assistant Secretary  
Officer-in-Charge, Office of the  
Undersecretary for Administration  
Department of Education*

**PAOLO ANTONIO B. BEDIONES**

*President  
E12 TECH INC.*

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.

Doc. No. SD;  
Page No. 11;  
Book No. 63;  
Series of 2020.

**NOTARY PUBLIC**

*[Signature]*  
**ATTY. CONCEPCION P. VILARERA**  
Notary Public for Quezon Cit.,  
Until December 31, 2021  
PTR No. 9296041 - 1-2-2020  
IBP No. 093586 - 10-22-2019  
Roll No. 30457 - 05-09-80  
MCLE VI - 0030379  
Adm. Matter No. NP-001(2020-2021)  
TIN No. 131-942-754

**PAOLO ANTONIO B. BEDIONES**  
E12 TECH INC.

*[Signature]*  
DepEd's Witness

  
**ATTY. SALVADOR C. MALANA III**  
OIC-Office of the Undersecretary  
for Administration