



PROJECT: Procurement of Cloud Hosting Subscription for One Year
CONTRACT NO.: 2024c-ICTS3(014)-BII-CB014-C024

CONTRACT

THIS CONTRACT made and entered into this NOV 22 2024 day of 2024 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. PETER IRVING C. CORVERA**, as per Office Order OO-OSEC-2024-188, dated 9 August 2024 (hereinafter referred to as "**DEPED**"); and **SOFTWAREONE PHILIPPINES CORPORATION**, represented herein by its General Manager, **PAUL PETER GARCIA**, with office address at 11th Floor 6780 Bldg., Ayala Avenue, San Lorenzo, Makati City (hereinafter referred to as "**SOFTWAREONE**"), as per Omnibus Sworn Statement dated March 5, 2024 (hereto attached as Annex "A").

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

WHEREAS, **DEPED** invited bids for the cloud hosting subscription consisting of **one (1) lot**, and received bid from **lone** prospective bidder for 1 Lot; **DEPED** opened, read, and evaluated the bids and declared **SOFTWAREONE** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **SOFTWAREONE** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS THREE HUNDRED THIRTY-NINE MILLION, FOUR HUNDRED FORTY THOUSAND, SIX HUNDRED FORTY and 00/100 (PhP339,440,640.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

	Description	Amount (PhP)
1 Lot	Cloud Subscription Credit	339,440,640.00

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. 2024c-ICTS3(014)-BII-CB-014 dated March 20, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements; and
 - iii. Technical Specifications;

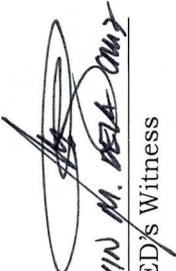
[Signature]
 EUFER PASORA
 SOFTWAREONE's Witness

[Signature]
 PAUL PETER GARCIA
 SOFTWAREONE

[Signature]
 MARVIN M. REA
 DEPED's Witness

[Signature]
 ATTY. PETER IRVING C. CORVERA
 DEPED


ATTY. PETER IRVING C. CORVERA
DEPED


MARVIN M. VERA
DEPED's Witness


PAUL PETER GARCIA
SOFTWAREONE


EUSEBIO
SOFTWAREONE's Witness

- c. **SOFTWAREONE'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 **SOFTWAREONE's** conformer thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **SOFTWAREONE** 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. **SOFTWAREONE** shall post a Performance Security within 10 calendar days from receipt of the NOA in the prescribe form and amount. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **SOFTWAREONE** is in default of any of its obligations under this Contract. **SOFTWAREONE** 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.

4. The services referred to in this Contract shall be rendered prospectively by **SOFTWAREONE** at the DepEd Central Office within **SEVEN (7) CALENDAR DAYS from the date of receipt of the Notice to Proceed (NTP) or as may be indicated in the NTP in coordination with ICTS-TID. SOFTWAREONE** shall ensure that the goods will be delivered in accordance with Section VI. 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 authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to **Item 12** of this Contract.

The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

- 5. **DEPED** shall have the right to visit and inspect **SOFTWAREONE's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **SOFTWAREONE's** capacity to discharge its contractual obligations.
- 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, **SOFTWAREONE** shall ensure convenient access to the goods for inspection. **SOFTWAREONE** shall assign personnel to undertake the handling,

unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

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


EUPER PAYON
SOFTWAREONE's Witness


SOFTWAREONE's Witness

7. The services shall be inspected by the designated DepEd Inspectorate Team. **SOFTWAREONE** 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 SCC Clause 4 of the Bidding Documents.


PAUL PETER GARCIA
SOFTWAREONE

SOFTWAREONE

8. The services must conform to and comply with the standards mentioned in Section VII. Technical Specifications of the Bidding Documents, and must be in accordance with the final inspection as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **SOFTWAREONE**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.


MARVIN M. REA-CMIZ
DEPED's Witness

DEPED's Witness

9. In case **SOFTWAREONE** encounters condition(s) impeding timely delivery of the goods and perform services, **SOFTWAREONE** 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 by **SOFTWAREONE** shall be promptly done in writing as soon as circumstances for such request have become apparent. **SOFTWAREONE** 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.


ATTY. PETER IRVING C. CORVERA
DEPED

DEPED


10. The Contract Price shall be paid to **SOFTWAREONE** in accordance with the following disbursement procedures:

- a. **SOFTWAREONE** may submit a request for payment based on the following:
 - i. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the contract; and
 - ii. Certification by the **SOFTWAREONE**, as approved by the duly authorized DepEd representative, that the required 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.


ATTY. PETER IRVING C. CORVERA
DEPED

DEPED


MARLIN M. PEÑA CRUZ
DEPED's Witness

DEPED's Witness


PAUL PETER GARCIA
SOFTWAREONE

SOFTWAREONE


EUFEL PASOA
SOFTWAREONE's Witness

SOFTWAREONE's Witness

b. Payment shall be made to **SOFTWAREONE** 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 **SOFTWAREONE** upon complete performance of the required services, and acceptance by the duly authorized DepEd representative;

SOFTWAREONE must furnish a copy of the above-mentioned documents to End-user (Information and Communication Technology Service – Technology Infrastructure Division).

11. 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.

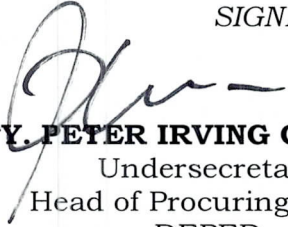
12. **SOFTWAREONE** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **SOFTWAREONE**, or collect from any of the securities or warranties posted by **SOFTWAREONE** 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.

13. **SOFTWAREONE** shall indemnify DepEd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.



14. 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.

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. PETER IRVING C. CORVERA
Undersecretary
Head of Procuring Entity
DEPED


PAUL PETER GARCIA
General Manager
SOFTWAREONE

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MARVIN M. DELA CRUZ
DEPED's Witness

SIGNED IN THE PRESENCE OF

EUFEL PASISON
SOFTWAREONE's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 309,440,640.00


MA. RHUNNAL CATALAN
Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **PASIG CITY**, Philippines,
this ____ day of **NOV 22 2024** 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ATTY. PETER IRVING C. CORVERA

Undersecretary
Head of Procuring Entity
DEPED

F03 - 89 - 052203

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 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.

NOTARY PUBLIC

FERDINAND D. AYAHAO

Notary Public

For and in Pasig City and the Municipality of Pateros
Appointment No.96 (2024-2025) valid until 12/31/2025
MCLL Exemption No. VIII-BEP003234, until 04/14/28
Roll No. 46377; IBP LRN 02459; OR 535886; 06/21/2001
TIN 123-011-785; PTR 1634583AA; 01/03/24; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel. +632-86314090

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

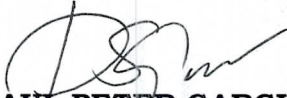
ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of NOV 22 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)


PAUL PETER GARCIA
General Manager
SOFTWAREONE

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.

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