



PROJECT: Supply and Delivery of Scanner
CONTRACT NO.: 2024-AdmS2(005)-BI-CB043-C268

CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____ 2025 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director III for Administrative Service, **DR. ELLA CECILIA G. NALIPONGUIT**, as per DEPED Order No. 017, s. 2024, dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **SOLID BUSINESS MACHINES CENTER, INC.**, represented herein by its Authorized Representative, **EDMUNDO T. CONDE**, with office address at Singson Building Plaza Moraga, Binondo, Manila (hereinafter referred to as "**SOLID BUSINESS**"), as per Omnibus Sworn Statement dated 23 October 2024 (hereto attached as Annex "A").

DEPED and **SOLID BUSINESS** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Supply and Delivery of Scanner consisting of 1 lot, and received bids from prospective bidders; **DEPED** opened, read, and evaluated the bids and declared **SOLID BUSINESS** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **SOLID BUSINESS** as the Lowest Calculated and Responsive Bid in the sum of **PHILIPPINE PESOS ONE MILLION, EIGHT HUNDRED FORTY-ONE THOUSAND, SIX HUNDRED FORTY and 00/100 (PhP1,841,640.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
1 Lot	Canon image FORMULA R40 document scanner	103 units	1,841,640.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as 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-AdmS2(005)-BI-CB-043** dated November 15, 2024;
 - 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 October 21, 2024;

Witness
 DR. ELLA CECILIA G. NALIPONGUIT
 DEPED
 Witness
 EDMUNDO T. CONDE
 SOLID BUSINESS MACHINES CENTER, INC.

- c. **SOLID BUSINESS'** 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 **SOLID BUSINESS'** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **SOLID BUSINESS** 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. **SOLID BUSINESS** shall post a Performance Security within ten (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 **SOLID BUSINESS** is in default of any of its obligations under this Contract. **SOLID BUSINESS** 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.

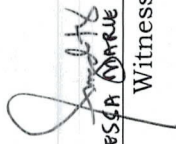
4. The goods referred to in this Contract shall be delivered by **SOLID BUSINESS** at DepEd Central Office, Asset Management Division within **SIXTY (60) Calendar Days to commence from the time of receipt of the Notice to Proceed (NTP)**. **SOLID BUSINESS** shall ensure that the goods will be delivered 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 15 of this Contract.

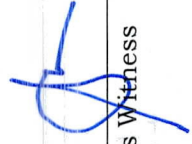
5. Pre-Delivery and Pre-Implementation Conference, where applicable, shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.

6. **DEPED** shall have the right to visit and inspect **SOLID BUSINESS'** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **SOLID BUSINESS'** capacity to discharge its contractual obligations.

7. **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, **SOLID BUSINESS** shall ensure convenient access to the goods for inspection. **SOLID BUSINESS** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.


 ROSSETTE MARIE G. JUMOL
 Witness


 EDMUNDO T. CONDE
 SOLID BUSINESS MACHINES CENTER, INC.


 DEPED'S WITNESS


 DR. ELLA CECILIA G. NALIPONGUIT
 DEPED

[Signature]
ADDRESS: MARIE G. YUNGA
Witness

[Signature]
EDMUNDO T. CONDE
SOLID BUSINESS MACHINES CENTER, INC.

[Signature]
DEPED's Witness


[Signature]
DR. ELLA CECILIA G. NALIPONGUIT
DEPED

8. The goods shall be inspected by the designated DepEd Inspectorate Team. **SOLID BUSINESS** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of the inspection. Any request for inspection shall be done in writing, and submitted in accordance with Special Conditions of Contract Clause 4 of the Bidding Documents.
9. 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, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, in writing, by **DEPED** and replaced by **SOLID BUSINESS** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
11. In case **SOLID BUSINESS** encounters condition(s) impeding timely delivery of the goods, **SOLID BUSINESS** 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 **SOLID BUSINESS**, shall be promptly done in writing as soon as circumstances for such request have become apparent. **SOLID BUSINESS** must provide sufficient proof to support any request for work suspension and/or contract period extension.

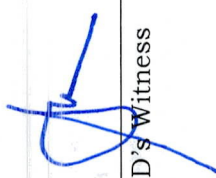
DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and final acceptance at the final destination through its authorized receiving personnel.

12. The Contract Price shall be paid to **SOLID BUSINESS** in accordance with the following disbursement procedures:
 - a. **SOLID BUSINESS** may submit a request for payment based on the following:
 - i. Supplier's invoice
 - ii. showing goods' description, quantity, unit price, and total amount;
 - iii. Duly signed Delivery Receipt/s;
 - iv. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **SOLID BUSINESS**, duly signed and dated by the authorized representative of **DEPED** indicating that the goods have been delivered in accordance with the Contract; and
 - v. 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.


WITNESS
ADDRESS, PHONE & NUMBER


EDMUNDO T. CONDE
SOLID BUSINESS MACHINES CENTER, INC.


DEPED'S WITNESS


DR. ELLA CECILIA G. NALIPONGUIT
DEPED

b. Payment shall be made to **SOLID BUSINESS** upon 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 the Service Provider upon complete delivery of the goods at the delivery site with the submission of the following document:

a. Certificate of Final Acceptance

(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [Administrative Service- Asset Management Division (AS-AMD)] and the Contract Management Division of the Procurement Management Service, Central Office).

13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of the progress payment or a Special Bank Guarantee in an amount equal to one percent (1%) of the Contract Price required under Section 62 of RA 9184 and its revised IRR.

a. A one-year warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.

b. **SOLID BUSINESS** shall replace all rejected goods within seven (7) calendar days from receipt of the Notice of Rejection.

In case **SOLID BUSINESS** 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.

14. 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.


15. **SOLID BUSINESS** 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 **SOLID BUSINESS**, or collect from any of the securities or warranties posted by **SOLID BUSINESS**, whichever is convenient to **DEPED**. Once the accumulated 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.

- 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.

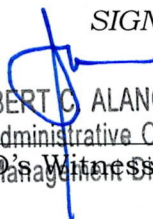
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

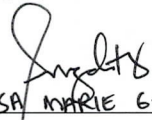
SIGNED, SEALED AND DELIVERED BY:


DR. ELLA CECILIA G. NALIPONGUIT
Director III
Administrative Service-Office of the Director
DEPED

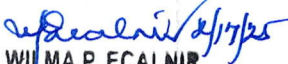

EDMUNDO T. CONDE
Authorized Representative
SOLID BUSINESS MACHINES
CENTER, INC.

SIGNED IN THE PRESENCE OF:


ALBERT C. ALANO
Chief Administrative Officer
DEPED's Witness
Asset Management Division


MYRISSA MARIE G. YUNDT
SOLID BUSINESS MACHINES
CENTER, INC.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱1,841,640.-


WILMA P. ECALNIR
Accountant IV

IC, Chief Accountant

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines, this ____ day of 26 FEB 2025 2025 personally appeared:

NAME	GOVERNMENT ISSUED ID <i>(Number, Issued On, Issued By)</i>
DR. ELLA CECILIA G. NALIPONGUIT Director III Administrative Service-Office of the Director DEPED	Driver's License No. K-02-08-005619

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 seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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


Doc. No. 291
Page No. 60
Book No. XXV
Series of 2025.

NOTARY PUBLIC
Ammylo
ATTY. NEIL TANLANGIT ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and Mun. of Pateros, Metro Manila
PTR No. 2656185/01-02-2025/Pasig City
Roll of Attorney No. 76228
IBP No. 479644/11-29-2024
MCLE No. VIII-0014734 valid until April 14, 2028
G/F Temporary Pasig City Hall, Bridgetowne Bldg.,
Rosario, Pasig City
TIN No. 242-007-250-000
Appointment No. 58 (2024-01-05)
Cellphone No. 0977-634-4229

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines,
this ____ day of 26 FEB 2025 2025 personally appeared:

NAME

EDMUNDO T. CONDE
Authorized Representative
SOLID BUSINESS MACHINES CENTER, INC.

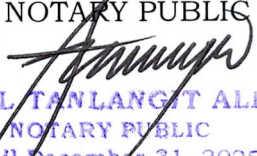
GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
SSS ID NO. 04-301599-9

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.

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