

Edgerson
 ROND S. GARCIA
 TECHGURU INCORPORATED's Witness
 BUREAU OF LEARNING RESOURCES
 BRICK M. BACUDIO
 TECHGURU INCORPORATED
 BUREAU OF LEARNING RESOURCES
 GANABAN-MEDICAL CENTER
 DEPED
 CARMELA CLAVACION
 DEPED
 PETER IRVING C. CORVERA
 DEPED
 CARMELA CLAVACION
 DEPED

Lot No.	Item No.	Description	Quantity	Amount (in PhP)
1 Lot	1	Laptop Computer	6,473	200,074,345.38
	2	Printer	625	8,672,837.50
	3	Smart TV	915	19,354,528.35
	Grand Total			228,101,711.23

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 (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this Contract, *viz*:
 - a. Resolution to Award No. 2025c-BLR4(006)-BII-CB-018 dated 31 July 2025;
 - 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 June 25, 2025
 - c. **TECHGURU**'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 **TECHGURU**'s conforme thereto; and
 - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **TECHGURU** 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. **TECHGURU** shall post a Performance Security within ten (10) calendar days from receipt of the NOA in the form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (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 **TECHGURU** is in default of any of its obligations under this Contract. **TECHGURU** 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

ROSA S. GILGALISAN
TECHGURU INCORPORATED'S Witness
ERIC M. BACUDIO
TECHGURU INCORPORATED
SUZETTE T. GANNABAN-MEDINA
DEPED's Witness the Director
Bureau of Learning Resources
C. CORVERA
DEPED
Carmela Alvaron

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.

The 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 alternation affects any material information, or feature of the document.

TECHGURU is required to update the performance security posted prior to the issuance of a variation order or an amendment to order, if any.

4. The goods referred to in this Contract shall be delivered by **TECHGURU** at the recipient schools (Door-to-Door) DepEd Central Office, DepEd Complex, Meralco Ave., Pasig City within **One Hundred Eighty (180) Calendar Days** to commence from the time of **receipt of the Notice to Proceed (NTP)**. **TECHGURU** 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 authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 14 of this Contract.

Transportation of the goods shall be arranged by the Supplier and the related cost shall be included in the Contract price.

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 designated delivery site through its authorized receiving personnel.

The goods under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

5. Pre-Delivery and Pre-Implementation Conference 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 **TECHGURU**'s premises covered by the Contract **at no extra cost to DEPED** and at any time or stage of the contract implementation to monitor and assess **TECHGURU**'s 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, **TECHGURU** shall ensure convenient access to the goods for inspection. **TECHGURU** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.
8. Inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd through the duly designated

ATTY. PETER IRVING C. CORVERA, DEPED
 CARMELA CLACAN
 ATTY. SUZETTE T. GANNABAN-MEDINA, DEPED
 ERICK M. BACUDIO, DEPED
 RONA S. BUGAWAN, DEPED
 DEPED's Witness of the Bureau of Learning Resources
 TECHGURU INCORPORATED's Witness

Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection.

The Supplier 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 contain the following information:

- Project Title and Contract Number;
- Specific goods for inspection;
- Quantity of goods for inspection;
- Venue/Address of inspection site; and
- Proposed schedule of inspection which must be at least 10 calendar days from the submission of the letter request.

The request for inspection or PDI shall be addressed to Procurement Management Service-Contract Management Division (ProcMS-CMD), and must be submitted through email at procms.cmd@deped.gov.ph.

All deliveries of the Supplier shall be subject to inspection and acceptance by DepEd. All necessary tests undertaken or caused to be undertaken by DepEd on the goods shall be for the account of the Supplier.

9. The goods must conform to and comply with the standards mentioned in Section V (Special Conditions of the Contract), VI (Schedule of Requirements), VII (Technical Specifications) of the Philippine Bidding Documents (PBD), 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 **TECHGURU** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
11. In case **TECHGURU** encounters condition(s) impeding timely delivery of the goods, **TECHGURU** 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 **TECHGURU** shall be promptly done in writing as soon as circumstances for such request have become apparent. **TECHGURU** must provide sufficient proof to support any request for work suspension and/or contract period extension.

PROVIDED, that such request for work suspension and/or contract period extension shall be subject for approval of DEPED.

PROVIDED FURTHER, that **TECHGURU** shall be liable for damages in the event that such request be proven to be frivolous or fraudulent.

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

- a. **TECHGURU** 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;
 - ii. Certification by **TECHGURU**, duly signed and dated by the authorized representative of DEPED indicating that the services have been rendered in accordance with the Contract.
- b. Payment shall be made to **TECHGURU** within one hundred eighty (180) days upon submission of the billing request with complete supporting documents under this Contract shall be as follows:

Progress Payment

For every progress payment, the supplier will be required to submit the billing documents with complete delivery and acceptance by the recipient schools equivalent to a minimum of twenty-five percent (25%) of the contract price.

The Supplier may submit a request for payment based on progress reports which shall be attached to the progress billing and include the following:

- 1. Quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract;
- 2. Duly signed Delivery Receipts;
- 3. Duly signed Inspection and Acceptance Reports; Other documents in support of a request for payment may be required by DepEd pursuant to existing disbursement, accounting and auditing rules and procedures.
- 4. Photos (5R) of actual delivery/deployment, installation, and commissioning. Supplier shall also submit at least one (1) photo during the delivery with the school signage as background together with the school custodian/authorized personnel. The actual date and time must be indicated in the photos;
- 5. Other documents in support of a request for payment may be required by DepEd pursuant to existing disbursement, accounting and auditing rules and procedures.

(NOTE: The Supplier must furnish a copy of the above-mentioned documents to DepEd Accounting and the End-user [Bureau of Learning Resources - Cebu (BLR-Cebu)] and the Contract Management Division of Procurement Service, Central Office.

Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment or the Contract Price, or a special bank guarantee in the amount equivalent to three percent (3%) of

[Handwritten signatures and names of witnesses]
Rosa S. BACATISA
TECHGURU INCORPORATED's Witness
ERICK M. BACUDIO
TECHGURU INCORPORATED
ATTY. SUZETTE T. GANVABAN-MEDINA
Office in Charge, Office of the Director
DEPED's Witness
Bureau of Learning Resources
ATTY. PETER IRVING C. CORVERA
DEPED
Wermela Clacum

[Signature]
ROSA S. BACANISAN
TECHGURU INCORPORATED's Witness

the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

A one-year comprehensive warranty for the non-expendable goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).

Replacement and/or repair of the goods may be requested within three hundred sixty (360) calendar days for expendable goods, from the date of acceptance of goods by DepEd. Replacement and/or repair of the goods shall be made within fifteen (15) calendar days upon Supplier's receipt of the notice/claim from the recipient school.

In case **TECHGURU** opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

The Special Bank Guarantee 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.

Final Payment

For every progress payment, the supplier will be required to submit the billing documents with complete delivery and acceptance by the recipient schools equivalent to a minimum of 25% of the contract price. Release of retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

13. 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.
14. **TECHGURU** shall be liable for liquidated damages in an amount equal 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, or collect from any of the securities posted by, 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.

[Signature]
SOPHIE F. GANNABAN-MEDINA
ATTY. SOPHIE F. GANNABAN-MEDINA
Officer-in-Charge, Office of the Director
DEPED's Witness
DEPED
ERICK M. BACUDIO
TECHGURU INCORPORATED

[Signature]
ATTY. PETER IRVING C. CORVERA
DEPED
[Signature]

DEPED need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due to **TECHGURU**, or collected from any securities or warranties posted by **TECHGURU**, whichever is convenient to **DEPED**.

15. The **Parties** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation, in accordance with Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004".

In case of failure to settle amicably, the **PARTIES**, without herein waiving the benefit of immunity from suit, if any, shall, whenever permitted, submit the dispute to the appropriate courts of Pasig City, to the exclusion of all other venues.

[Signature]
ATTY. PETER IRVING C. CORVERA
DEPED
Carmela Corvera


[Signature]
ATTY. SZETTE T. GANNABAN-MEDINA
Office in Charge, Office of the Director
DEPED's Witness
Bureau of Learning Resources


[Signature]
ERICK M. BACUDIO
TECHGURU INCORPORATED

[Signature]
RONA S. BUEANISAN
TECHGURU INCORPORATED'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. PETER IRVING C. CORVERA
Undersecretary *Carmela Cabrera*
Head of the Procuring Entity
DEPED



ERICK M. BACUDIO
Authorized Representative
TECHGURU INCORPORATED

SIGNED IN THE PRESENCE OF:


ATTY. SUZETTE T. GANNABAN-MEDINA
Officer-in-Charge, Office of the Director IV
Bureau of Learning Resources
DEPED's Witness


RONA S. BUGANISAN
TECHGURU's Witness

CERTIFIED FUNDS AVAILABLE: ₱228,101,711.23


WILMA P. ECALMIR
Accountant IV
OIC, 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 15 OCT 2025 2025 personally appeared:


<u>Name</u>	<u>ID Type/No</u>	<u>Date/Place Issued</u>
ATTY. PETER IRVING C. CORVERA Undersecretary Head of the Procuring Entity DEPED	Driver's License No. F03-89-052203	

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 ten (10) 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. 282
Page No. 14
Book No. 0118
Series of 2025.


NOTARY PUBLIC
ATTY. GERALD P. RUBIO
Notary Public
Until December 31, 2026
Roll No. 84083
IBP OR No. 510087
PTR No. 3019936
Appointment No. 104 (2025-2026).
CLE Compliance VIII-BEP002249
TIN No. 238-919-765

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 _____ 2025 personally appeared:
15 OCT 2025

<u>Name</u>	<u>ID Type/No</u>	<u>Date/Place Issued</u>
ERICK M. BACUDIO Authorized Representative TECHGURU INCORPORATED	UNIFIED MULTI-PURPOSE ID CPN- 0113-1658515-3	

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 ten (10) 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.

NOTARY PUBLIC

ATTY. GERALD P. RUBIO

Notary Public

Until December 31, 2026

Roll No. 84083

IBP OR No. 510087

PTR No. 3019936

Appointment No. 104 (2025-2026)

MCLE Compliance VIII-BEP002240

TIN No. 238-919-765

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Book No. 0111
Series of 2025.