



PROJECT: Supply, Delivery, and Maintenance of DCP Packages
Batch 2023-03: Laptop for Teaching
CONTRACT NO.: 2024c-ICTS3(010)-BVI-CB009-C140

CONTRACT

THIS CONTRACT is made and entered into this day of JUL 02 2024 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. MICHAEL WESLEY T. POA**, as per Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **METRO MOBILIA CORPORATION AND NINGBO HUAMAO INTERNATIONAL TRADING CO., LTD., JOINT VENTURE** represented herein by its Authorized Representative, **RODELYN L. ANDRADA**, with office address at 15th Floor, Asian Star Building, Asean Drive Corner Singapura Lane, Filinvest City, Alabang, Muntinlupa City (hereinafter referred to as "**MMNH**"), as per Omnibus Sworn Statement dated 15 February 2024 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for laptop for teaching consisting of 16 lots, and received bid from lone bidder for Lot No. 14; **DEPED** opened, read, and evaluated the bid and declared **MMNH** as having the Single Calculated Bid for Lot No. 14; after evaluation, **DEPED** post-qualified and declared the bid of **MMNH** as the Single Calculated Responsive Bid for Lot No. 14 in the sum of **PHILIPPINE PESOS NINETY-SEVEN MILLION, NINE HUNDRED FIFTY-ONE THOUSAND, FOUR HUNDRED FORTY and 95/100 (PhP97,951,440.95) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	TOTAL QUANTITY	Amount (PhP)
14	Laptops (CAR)	2,615	97,951,440.95

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(010)-BVI-CB-009 dated March 12, 2024;
 - b. Philippine Bidding Documents;
 - i. Annex to the Special Conditions of the Contract;
 - ii. Schedule of Requirements;

MICHELLE ANA P. CRUZ
 MMNH's Witness

RODELYN L. ANDRADA
 MMNH

FERNAND B. PITAGAN
 DEPED's Witness

ATTY. MICHAEL WESLEY T. POA
 DEPED

- iii. Technical Specifications;
- iv. Bid Bulletin No. 1 dated January 30, 2024, Bid Bulletin No. 2 and Bid Bulletin No. 3 dated February 12, 2024;
- c. **MMNH'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 **MMNH's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **MMNH** 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. **MMNH** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein and in compliance with Section 39 of the 2016 revised IRR of 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 **MMNH** is in default of any of its obligations under this Contract. **MMNH** 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 delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS. The goods referred to in this Contract shall be delivered by **MMNH** at the **Recipient Schools Offices** stipulated in the Allocation List (Item "C" of the Schedule of Requirements) within **ONE HUNDRED EIGHTY (180) calendar days** from the date of the receipt of the Notice to Proceed (NTP). **MMNH** 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 the 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 16 of this Contract.

- 5. Pre-Delivery and Pre-Implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Team, as may be necessary or applicable.
- 6. **DEPED** shall have the right to visit and inspect **MMNH's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **MMNH'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, **MMNH** shall


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MMNH's Witness


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MMNH


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DEPED

ensure convenient access to the goods for inspection. **MMNH** 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. The goods shall be inspected by the designated DepEd Inspectorate Team. **MMNH** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of the inspection or pre-delivery inspection (PDI). Any request for inspection shall be done in writing, and submitted in accordance with SCC 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, based on the samples submitted by **MMNH**, 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, orally or in writing, by **DEPED** and replaced by **MMNH** in accordance with the warranty provisions in the bidding documents. The Supplier shall replace all rejected goods within five (5) calendar days from its receipt of the Notice of Rejection from the recipient schools. The replacement of the goods shall be subject to re-inspection.
11. In case **MMNH** encounters condition(s) impeding timely delivery of the goods, **MMNH** 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 **MMNH** shall be promptly done in writing as soon as circumstances for such request have become apparent. **MMNH** 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 **MMNH** in accordance with the following disbursement procedures:
 - a. **MMNH** may submit a request for payment based on the following:
 - i. Supplier's invoice showing goods' description, quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract, unit price, and total amount;
 - ii. Duly signed Delivery Receipt/s;
 - iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **MMNH**, duly signed, dated, and approved by the duly authorized **DEPED** representative (**School Head**) and the designated Inspectorate Team, indicating that


MICHELLE ANNE P. CRUZ
MMNH's Witness


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MMNH


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DEPED

- the goods have been delivered and properly installed and commissioned in accordance with the Contract; and
- iv. 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.

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

- b. Payment shall be made to **MMNH** within SIXTY (60) days after the date of acceptance of goods at the delivery site 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. For the initial progress payments, a minimum of 25% of the Contract Price shall be paid to **MMNH** upon delivery of at least 25% of the goods and acceptance of the same by the duly authorized DepEd representative;
 - ii. Final payment shall consist of the full and final payment of the unpaid inspected, delivered, and accepted goods, subject to the submission of the required documents under the Bidding Documents.


13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of the progress payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62 of RA 9184 and its revised IRR.

- a. A three-year comprehensive warranty shall be applied to the laptop device batteries and power adapter, one-year comprehensive warranty shall be applied to the laptop headsets, and optical mouse for laptops, and three years comprehensive and onsite warranty for the whole IT Equipment package including networking peripherals and for operation and maintenance of all licensed software products. 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).
- b. Replacement and/or repair of the goods may be requested within the aforementioned warranty period. Repair of the goods shall be made within three (3) calendar days upon claim or request therefor. Replacement of the goods, in case the goods cannot be repaired, may be effected within a maximum period of seven (7) calendar days. Replacement must be of the same branding specifications and shall be installed prior to pull-out of the defective or unrepairable unit/s.

In case **MMNH** opts for retention money, the amount shall be released at the expiration of the warranty period or the remaining amount in case it


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DEPED

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. Ownership, title, rights, and interest with respect to the contents of the manuals, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **MMNH** hereby irrevocably waives any claim thereto. **MMNH** shall not, in any manner or for any purpose, use the contents of the manuals beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract, unless express permission of **DEPED** in writing is obtained.
15. 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.
16. **MMNH** 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 **MMNH**, or collect from any of the securities or warranties posted by **MMNH**, 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.
17. 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 RA 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.


MICHELLE ANN P. CRUZ
MMNH's Witness


RODELYN L. ANDRADA
MMNH



FERDINAND B. PIAGAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

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. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED *cb*


RODELYN L. ANDRADA
Authorized Representative
MMNH


FERDINAND B. PITAGAN
DEPED's Witness

SIGNED IN THE PRESENCE OF:

MICHELLE ANNE CRUZ
MMNH's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 97, 951, 440. 95


MA. RHUNNA CATALAN
Chief Accountant

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 JUL 02 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED


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 eight (8) 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. 212;
Page No. 49;
Book No. 1;
Series of 2024.

NOTARY PUBLIC


RYAN J. P. PERNATO
Notary Public for and in the City of Pasig
Commission No. 277 (2023-2024) valid until December 31, 2024
PTR No. 10957025-01/10/2024-Pasig
IBP No. 418385-01/12/2024-Manila
Roll No. 68831
MCLE Compliance No. VI -0024634
Valid until April 14, 2025
Units 1641-1642, City & Land Mega Plaza
ADB Ave. cor. Garnet Rd., Ortigas Center, Pasig City

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for FASIG CITY, Philippines,
this ____ day of JUL 02 2024 2024 personally appeared:

NAME
Rodilyn L. Andrada
RODELYN L. ANDRADA
Authorized Representative
MMNH

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
PS893906B

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 eight (8) pages including this page on which this acknowledgment is written and signed by the party hereto.

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Ryan J. P. P. P. P. P.
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