



Republic of the Philippines
Department of Education
Cordillera Administrative Region

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day: 24 NOV 2023, 2023 between:

DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED- CAR), a government agency duly organized and existing under the laws of the Republic of the Philippines with principal address at Wangal La Trinidad, Benguet represented herein by ESTELA P. LEON- CARIÑO EdD, CESO III, Director IV/ Regional Director referred to as the **"PROCURING ENTITY"**.

-and-

"HEXACOM ENTERPRISES" a corporation duly organized and existing and by virtue of the laws of the Philippines with principal office address at Stall No. 1, Adivay Bldg., Bonifacio St., Baguio City represented herein by its Sole Proprietor **JONALYN P. LAURIAN**, herein referred to as the **"SUPPLIER"**

WITNESSETH

WHEREAS, "THE ENTITY" invited Bids for Certain goods and ancillary services, particularly the **SUPPLY AND DELIVERY OF ICT EQUIPMENT FOR THE DEP-ED-CAR REGIONAL OFFICE, FOR THE IMPROVEMENT OF COMPUTER & NETWORK INFRASTRUCTURE, AND DATA CENTER- LOT 1** and has accepted a bid by the **"SUPPLIER"** for the supply of those goods and services in the sum of **SIX HUNDRED NINETY- SIX THOUSAND THREE HUNDRED NINETY- SEVEN (P 696, 397.00)** hereinafter called "THE CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the Conditions of Contract hereinafter 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 integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

MALOU A. TUSON NGCO
Witness for Supplier

JONALYN P. LAURIAN
Sole Proprietor

KUMAR B. YAGO-AN
Bid User


ESTELA P. LEON-CARIÑO
Regional Director, DepEd- CAR

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. The contract duration or completion period shall be within **90 calendar days from receipt of the notice to proceed;**
4. In consideration for the sum of **SIX HUNDRED NINETY- SIX THOUSAND THREE HUNDRED NINETY- SEVEN (P 696, 397.00)** or such other sums as may be ascertained, "**SUPPLIER**" agrees to provide the following goods and services in accordance with his/her/its Bid:

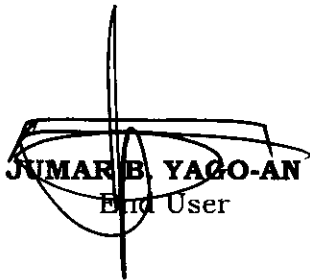
Item No.	Specification	Unit Price	unit	Qty
1.	Dell PowerEdge R550Server 2U RACK MOUNT SERVER FOR NETWORK AND WEB' With three (3) years warranty	₱397,500.00	Unit	1
2	Vertiv CI3001L rPDU MONITORED RACK POWER DISTRIBUTION UNIT With three (3) years warranty	₱38,096.00	Unit	2
3	HR-DC6142 42U NETWORK CABINET	₱58,300.00	Unit	2
4	LG HSN24IPX 2.5 HP Dual Inverter Smart Inverter Air Conditioning Unit inclusive of installation With one (1) year warranty	₱89,675.00	Unit	1
5	Dell 750 Watts Redundant Power Supply Redundant Power supply Unit for Dell PowerEdge R630 With one (1) year warranty	₱16,430.00	Unit	1

5. The SUPPLIER shall be liable for LIQUIDATED DAMAGES for the delay in its performance in the amount equal to one-tenth of one percent (0.001) of the cost of the goods scheduled for delivery for every day of delay until the goods are finally delivered and accepted by the PROCURING ENTITY. DepEd Shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any warranties or securities posted by the Supplier, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
6. The DepEd- CAR agrees to pay the above-mentioned sum upon full delivery of the above listed items.

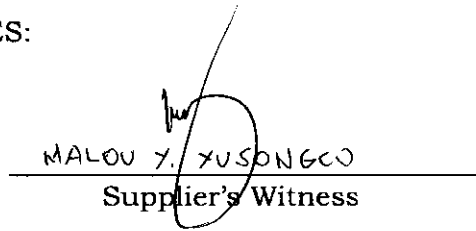
IN WITNESS whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.


ESTELA P. LEON- CARIÑO
Director IV
DepEd-CAR Regional Office


JONALYN P. LAURIAN
Sole Proprietor


JUMAR B. YAGO-AN
End User

WITNESSES:


MALOU Y. YUSONGCO
Supplier's Witness

FUNDS AVAILABLE:


CORAZON B. WALCIEN
Accountant III

ALLOTMENT AVAILABLE:


ERNIELY D. GODOY
Budget Officer V


JONALYN P. LAURIAN
Sole Proprietor


ESTELA P. LEON-CARIÑO
Regional Director, DepEd-CAR

REPUBLIC OF THE PHILIPPINES
BAGUIO CITY
DONE: _____

MALON T. YUSON
Witness for Supplier

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in BAGUIO CITY, Philippines, this
_____ day of 24 NOV 2023, 2023 personally appeared:

Name	Proof of Identity
ESTELA P. LEON-CARIÑO	TIN 147-466-799
JONALYN P. LAURIAN	TIN 941-769-748

JONALYN P. LAURIAN
Sole Proprietor

Exhibited to me competent evidence of their identities written beside their names, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This Contract consisting of four (4) pages including the page on which this acknowledgment is written, have been signed by the parties and their instrumental witnesses on each and every page hereof.

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

Doc. No. 553
Page No. 70
Book No. 78
Series of 2023.

JUMAR B. YAGO
End User

LEONARDO LEE LAWANA
ATTY. LEONARDO LEE LAWANA
NOTARY PUBLIC
Until December 31, 2023
Roll No. 48983 / 05-04-2004
PTR: 5535794 / IBP: 008099
1-3-2023 / Baguio- Benguet
Notarial Commission: N.A. 38-NC-22-R
MCLE Comp No. VII-0020754 / 4-14-2022
22-E Adway Bldg, 22 Lower Bonifacio St., Baguio City

ESTELA P. LEON-CARIÑO
Regional Director, DepEd- CAR