



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON  
GATE 2, KARANGALAN VILLAGE  
1900 CAINTA, RIZAL



Office of the Regional Director

**CONTRACT**

**THIS CONTRACT** made and entered into this AUG 20 2021 day of Aug 2021 by and between:

**DEPARTMENT OF EDUCATION REGION IV-A** is a government entity created by law. Its office is located at Gate 2, Karangalan Drive, Cainta, Rizal, Philippines and herein represented by its **Regional Director, FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **PROCURING ENTITY**;

-and-

**HYPERNET-INTERNET & BUSINESS SOLUTIONS INC.** represented herein by its Chief Executive Officer, **DANBY C. PEREZ**, with office address at G. Del Pilar St. Brgy. 758 Z.82, Manila, Metro Manila, herein after referred to as the **CONTRACTOR**.

**WHEREAS**, DepEd Regional Office IV-A CALABARZON, through the FY 2021 GAAAO dated 12-28-2020 SARO OSEC-4A-21-0115 dated March 25, 2021 allotted funding for the Network Infrastructure of the Regional Office amounting to **One Million Pesos (Php 1,000,000.00)**.

**WHEREAS**, on June 3, 2021, DepEd Regional Office IV-A CALABARZON has advertised and invited bids for its procurement activity, **PROCUREMENT FOR THE NETWORK INFRASTRUCTURE OF DEPED IV-A REGIONAL OFFICE** in the Philgeps website, office website, and in the conspicuous bulletin board of the Office.

**WHEREAS**, the Approved Budget for the Contract (ABC) is one ONE MILLION PESOS (Php1,000,000.00).

**WHEREAS**, two (2) prospective bidders have submitted their bids at the Regional Office. During the Bid Opening, **IP Solutions Inc.**, and **Hypernet-**



**"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"**

Trunkline: 02-8682-5773/8684-4914/8647-7487  
Website: [depedcalabarzon.ph](http://depedcalabarzon.ph)  
Document Inquiry : <https://r4a-teadoc.com/inquire>  
Facebook: DepEd R-4A Calabarzon



**Internet & Business Solutions, Inc.** presented their respective Bidding Documents for bid evaluation by the Bids and Awards Committee (BAC).

**WHEREAS**, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the two (2) prospective bidders were eligible for being compliant with the required documents. Thus, IP Solutions Inc., and Hypernet-Internet & Business Solutions, Inc. were rated as "Passed" or "Complying".

**WHEREAS**, per Abstract of Bids, the bidder who has the Lowest Calculated Bid (LCB) is Hypernet-Internet & Business Solutions Inc. with a total bid of Nine Hundred Seventy Thousand Pesos (Php970,000.00), to wit:

Name of Bidder	Bid Amount	Rank
IP Solutions Inc.	Php998,000.00	2
Hyper-Internet & Business Solutions Inc.	Php970,000.00	1

**WHEREAS**, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical and financial requirements submitted by Hypernet-Internet & Business Solutions Inc. with LCB, the bid of Hypernet-Internet & Business Solutions Inc. has been found to be responsive.

**WHEREAS**, on July 22, 2021, the Bids and Awards Committee of DepEd CALABARZON recommended to the head of the procuring entity the award to HYPERNET-INTERNET & BUSINESS SOLUTIONS INC..

**WHEREAS**, the Entity invited Bids for Network Infrastructure Services, viz., Procurement for the Network Infrastructure of DepEd IV-A Regional Office and has accepted the Bid of the Supplier in the sum of Nine Hundred Seventy Thousand Pesos Only (Php970,000.00) (hereinafter called "the Contract Price").

**NOW, THEREFORE**, for and in consideration of the premises, the parties hereby agree as follows:

### **SECTION 1** **Use of words**

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.



## **SECTION 2**

### **Documents Deemed Part**

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- (a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidders response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) The Schedule requirements;
- (c) The Technical specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Performance Security; and
- (g) The Entity's Notice of Award.

## **SECTION 3**

### **Effectivity Date**

This Contract shall take effect upon receipt by the supplier of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the contract.

## **SECTION 4**

### **Supplement to the Contractor's Obligation**

In addition to the contractor's obligations under the General Conditions of Contract and Special Conditions of Contract, the contractor shall also:

- a. Comply with the lawful order of the procuring entity or his representative especially when the contractor is made to answer in writing his failure to accomplish work in accordance to the plans, specifications, construction schedule and S curve;
- b. Submit weekly report of accomplishment when required by the Procuring Entity as part of its monitoring and evaluation;



- c. Secure government permits, licenses or approvals which are required for the works before commencing the project; and
- d. In consideration of the payments to be made by the Procuring Entity to the Contractor, the Contractor hereby undertake to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

## **SECTION 5**

### **Obligations of the procuring entity**

The Procuring Entity hereby undertake to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

## **SECTION 6**

### **Monitoring and validation of the work progress/accomplishment**

The Procuring Entity or his representative shall monitor the progress of the project. In every 15th day from the commencement of the project or from the last monitoring, the Procuring Entity or his representative shall visit the site to monitor and validate if the accomplishment of the work is in accordance to the plans, specifications, construction schedule and S curve.

In case the work accomplishment varies with the construction schedule to an unjustifiable extent, the Procuring Entity or his representative shall make the Contractor explain. The Procuring Entity may also opt to avail of legal remedies available in the General Conditions of Contract and applicable laws, rules and regulations.

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



**DEPARTMENT OF EDUCATION  
CALABARZON**

**FRANCIS CESAR B. BRINGAS**  
Regional Director

**HYPERNET-INTERNET & BUSINESS  
SOLUTIONS INC.**

**DANBY C. PEREZ**  
Chief Executive Officer

SIGNED IN THE PRESENCE OF:

Republic of the Philippines

**CITY OF MANILA** S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, this AUG 20 2021, personally appeared the parties:

Name	ID	Date and place of issue/Expiry Date
<b>FRANCIS CESAR B. BRINGAS</b>	_____	_____
<b>DANBY C. PEREZ</b>	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of \_\_\_\_ ( ) 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.

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Series of 2021

**ATTY. CLIFF RICHARD E. GENESELA**  
NOTARY PUBLIC CITY OF MANILA / ROLL NO. 49006  
Commission No. 2020-111 Issued on Dec. 10, 2020 Until Dec. 31, 2021 / Manila  
PTR No. 9817300 Issued on Jan. 4, 2021 Until Dec. 31, 2021 / Manila  
IBP No. 134849 Issued on Dec. 14, 2020 Until Dec. 31, 2021  
MCLE No. VI-0022302 Valid from April 4, 2019 Until April 14, 2022  
Office Add: Mezanin San Luis Bldg., 1006 Orosa St., Ermita, Manila