



Republic of the Philippines  
**Department of Education**  
 REGION IV-A CALABARZON

**CONTRACT OF SERVICE**

**KNOW ALL MEN BY THESE PRESENTS:**

This contract is entered into this \_\_\_ day of FEB 07 2025, by and between :

**DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON**, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **PROCURING ENTITY**.

-and-

**XITRIX COMPUTER CORPORATION** an entity duly organized and existing under the Philippine laws, represented herein by its Account Executive/Authorized Representative, **ANGELA D. JANIVA**, with office address at No. 23 Detroit St. Corner Egea St. Cubao, Quezon City, herein after referred to as the **SUPPLIER**.

**WHEREAS**, the Procuring Entity received a Joint Memorandum entitled “Updated Guidelines on the Conduct Regional Early Procurement Activities (EPA) for the FY 2025 DepEd Computerization Program (DCP) with an Indicative Regional Physical and Financial Allocation in the amount of **Two Hundred Nineteen Million Seven Hundred Sixty Eight Thousand Eight Hundred Five Pesos (Php219,768,805.00)** for the Early Procurement Activities (EPA) of Smart TV Package (STV), Laptop for Teaching (L4T) and Laptop for Non-Teaching (L4NT);

**WHEREAS**, on November 7, 2024, the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat and End-user conducted a pre-procurement conference to discuss the said allocation and approved the bid documents for the Early Procurement for the Supply and Door to Door Delivery of Smart TV Package (STV), Laptop for Teaching (L4T) and Laptop for Non-Teaching (L4NT) for DepEd Region IV-A CALABARZON;

**WHEREAS**, on November 13, 2024, the Procuring Entity has advertised its procurement activity for the procurement of **SUPPLY AND DOOR TO DOOR DELIVERY OF SMART TV PACKAGE (STV), LAPTOP FOR TEACHING (L4T) AND LAPTOP FOR NON-TEACHING (L4NT) FOR DEPED REGION IV-A CALABARZON WITH PROJECT IDENTIFICATION NUMBER ROIVA-24-10** in the Philgeps website, Office website, and in conspicuous bulletin board of the Office;

h.



Address: Gate 2, Karangalan Village, Cainta, Rizal  
 Telephone No.: 02-8682-2114  
 Email Address: region4a@deped.gov.ph  
 Website: depedcalabarzon.ph



Certificate No. PHP QMS  
 22 93 0085

**WHEREAS**, the indicative financial allocation for **Lot 1** as indicated in the Philippine Bidding Documents is **NINETY-NINE MILLION TWO HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-FIVE PESOS (PhP99,259,875.00)**;

**WHEREAS**, on November 25, 2024, Pre-bid Conference was conducted;

**WHEREAS**, Bid Bulletin No. 10, s. 2024 dated November 21, 2024 and Bid Bulletin No. 13, s. 2024 dated November 26, 2024 was issued;

**WHEREAS**, the bid submission and opening was conducted on December 9, 2024 at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Cainta, Rizal;

**WHEREAS**, in response to the Invitation to Bid for the above mentioned procurement, the BAC received two (2) sealed bids, offering the following financial bids as read:

NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
XITRIX COMPUTER CORPORATION	PHP 87,259,200.00	COMPLYING
SILICON VALLEY COMPUTER GROUP PHILIPPINES, INC.	PHP 72,634,560.00	COMPLYING

**WHEREAS**, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that **XITRIX COMPUTER CORPORATION** and **SILICON VALLEY COMPUTER GROUP PHILIPPINES, INC.** have complied with specifications issued by this Office;

**WHEREAS**, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **SILICON VALLEY COMPUTER GROUP PHILIPPINES, INC.** as the Lowest Calculated Bid (LCB), it was found to be non-responsive on the following grounds:

- a. Discrepancy on the attached Philippine Standard Safety and Quality Certification Mark issued on May 12, 2023 under the name of TCL Overseas Electronics Hui Zhou, Co. LTD wherein the "An Official Letter on Change of Company Name from TCL Overseas Electronics (HuiZhou), Co., LTD to Moka Technology (Guangdong) Co., Ltd" was approved on May 11, 2021, and;
- b. The Smart TV presented reveal that it did not conform with the specification. The Bluetooth offer is 4+ which is lower than the specification stated in the bid documents which is a minimum of 5.0.

**WHEREAS**, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **XITRIX COMPUTER CORPORATION** as the Second Lowest Calculated Bid (LCB), the bid of **XITRIX COMPUTER CORPORATION** has found to be responsive;

**WHEREAS**, on December 20, 2024, the Bids and Awards Committee of the Procuring Entity recommended to the head of the procuring entity that the contract for the said project be awarded to **XITRIX COMPUTER CORPORATION** for the Supply and Door to Door Delivery of Smart TV package (STV), Laptop for Teaching (L4T) and Laptop for Non-Teaching (L4NT) for DepEd Region IV-A CALABARZON with project identification number ROIVA-24-10 in the amount of **EIGHTY-SEVEN MILLION TWO HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED PESOS (PHP87,259,200.00)** for



**Lot 1** as the Lowest Calculated and Responsive Bid, in accordance with Section 34.4 of the 2016 Revised Implementing Rules and Regulation (IRR) of RA 9184;

**WHEREAS**, on January 28, 2025, this Office received the Sub-Allotment Release Order (SARO) No. OSEC-4A-25-00242 in the amount of **ONE HUNDRED SIXTY NINE MILLION SEVEN HUNDRED THOUSAND SEVEN HUNDRED PESOS (Php169,700,700.00)** from the Department of Education-Central Office to cover the procurement of DepEd Computerization Program (DCP) Packages;

**WHEREAS**, Notice of Award dated January 30, 2025 was issued;

**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 those respectively assigned in the Philippine Bidding Document.

### **SECTION 2 Documents deemed part**

All documents submitted by Supplier and all the documents released and issued by the Procuring Entity and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) Invitation to Bid;
- b) Instructions to Bidders;
- c) Bid Data Sheet;
- d) General Conditions of Contract;
- e) Special Conditions of Contract;
- f) Schedule of Requirements;
- g) Technical Specifications;
- h) Bid Bulletins;
- i) Notice of Award of Contract and the Bidder's conforme thereto;
- j) Performance Security;
- k) Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidders response to request to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- l) Eligibility requirements, documents and/or statements;
- m) All other documents already submitted by the Supplier and to be required to be submitted after the perfection of this contract;

shall form part of this contract.

### **SECTION 3 Supplement to the Supplier's Obligation**

In addition to the **Supplier's** Obligations mentioned and stated in Section V (Special Conditions of the Contract) and Section VI (Schedule of Requirements) of the Philippine Bidding Documents and all other documents mentioned in Section II of this Contract, the **Supplier** shall also:

- a. Supply and deliver the Smart TV Packages (STV) and External HDDs consisting of Smart TV Packages and its corresponding

quantity to the recipient SCHOOL of DepEd Region IV-A CALABARZON identified in Bid Bulletin No. 13, s. 2024 with the following Technical Specifications Identified in the Bid Bulletin No. 10, s. 2024 dated November 21, 2024 and Bid Bulletin No. 13, s. 2024 dated November 26, 2024. The delivery shall be done within 120 calendar days from receipt of the Notice to Proceed.

Staggered delivery of the **Smart TV Packages (STVs)** is allowed provided that all the **Smart TV Packages (STVs)** are delivered before the lapse of the 120 calendar days.

The time as well the protocols in the delivery as identified in the Special Conditions of the Contract, Schedule Requirements, Bid Bulletin No. 10, s. 2024 and Bid Bulletin No. 13, s. 2024 of the Philippine Bidding Documents shall be strictly complied by the **Supplier**.

- b. Comply to the lawful order of the **Procuring Entity** or its representative especially when the **Supplier** is made to answer in writing his failure to accomplish the supply and door to door delivery in accordance with this contract;
- c. Submit an accomplishment report when required by the **Procuring Entity** as part of its monitoring and evaluation; and
- d. Remedy any defects in the Smart TV Packages delivered in accordance with the conditions set forth in Section V and Section VI of the Philippine Bidding Documents.

#### **SECTION 4** **Obligations of the Procuring Entity**

The **Procuring Entity** hereby undertake to pay the **Supplier**, in consideration of the faithful and full performance of the **Supplier's** obligations, the amount of **EIGHTY-SEVEN MILLION TWO HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED PESOS (PHP87,259,200.00)**. The terms of payment shall be in accordance with Item 2.2 of the Special Conditions of the Contract.

In case of partial or staggered delivery of the goods procured, the **Supplier** shall be paid the amount corresponding to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations and subject to the imposition of liquidating damages for goods delivered after the contract period.

#### **SECTION 5** **Monitoring and Validation of the Work** **Progress/Accomplishment**

The **Procuring Entity** or its representative shall monitor the progress of the delivery. Every Friday beginning the commencement of the supply and delivery or from the last monitoring, the **Procuring Entity** or his representative may follow-up the progress of the delivery until all the Smart TV Packages are delivered within the contract period.

In case the supply and delivery has not been fully satisfied until the last day of the contract time, the **Procuring Entity** or his representative shall make the **Supplier** explain in writing and the **Procuring Entity** may opt to avail of legal remedies provided in Annex



"I" of the 2016 Revised IRR of RA 9184 and applicable laws, rules and regulations to make it sure that the interest of the government is protected.

**SECTION 6  
Settlement of Dispute**

If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

**SECTION 7  
Capacity and Authorization**

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of FEB 07 2025 Quezon City, Philippines.

**Department of Education  
Region IV-A CALABARZON**

**XITRIX COMPUTER  
CORPORATION**



**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director



**ANGELA D. JANIVA**  
Account Executive/Authorized  
Representative

**SIGNED IN THE PRESENCE OF:**



**REY M. VALENZUELA**  
ITO-I  
DepEd Region IV-A CALABARZON



**RHENZELL C. OTE**  
Senior Sales Account Manager



Republic of the Philippines  
Quezon City S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of Quezon City, this FEB 07 2025, personally appeared:


Name	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u> <u>Angela D. Janiva</u>	DepEd Employee No. 4529876 <u>DRIVER'S LICENSE</u> <u>NO2-03-509666</u>	Cainta, Rizal <u>QUEZON CITY</u>

who are 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 own free act and voluntary act and deed.

This instrument, consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL**, at the place and date above-written.

Doc. No. ....;  
Page No. Doc. No. 110  
Book No. Page No. 22  
Series of 2025 No. XXII  
Series of 2025

  
**LUCIO M. ESTINOZA, JR.**  
 NOTARY PUBLIC  
 Until December 31, 2025  
 APPT NO. NP-054 (2024-2025)  
 Roll No. 39629  
 PTR No. 7033304; 1/08/2025; Q.C.  
 IBP No. 502074; 1/08/2025; Q.C.  
 MCLE Compliance No. VII-0021510; 06/17/22  
 No. 60, 14<sup>th</sup> St., New Manila, Q.C.

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