



PU-CO01-2025-448

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

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

26 DEC 2025

This contract is entered into this__ day of _____, 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-

SILICON VALLEY COMPUTER GROUP PHILS., INC. an entity duly organized and existing under the Philippine laws, represented herein by its Authorized Representative, **MARK JAY L. VILLASOR**, with office address at 35 San Antonio St., San Francisco Del Monte, Quezon City, herein after referred to as the **SUPPLIER**.

W I T N E S S E T H

WHEREAS, on June 5, 2025, DepEd Regional Office IV-A CALABARZON has published its procurement activity for the **SUPPLY AND DOOR TO DOOR DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS FOR DEPED REGION IV-A CALABARZON** with reference number **ROIVA-2025-05** in the PhilGEPSS website, office website, and in conspicuous bulletin board of the Office.

WHEREAS, the bid submission and opening of bids was held on July 18, 2025 at 9:00 am at the Regional Director's Conference Room, DepEd Region 4A.

WHEREAS, the contract was awarded to **SILICON VALLEY COMPUTER GROUP PHILS., INC.**

WHEREAS, FY 2025 GAA and Request for Budget Approval (RBA) No. BA24-2025-147 has a saving in the amount of **TWO HUNDRED SIXTEEN THOUSAND PESOS (Php216,000.00)** for the procurement of Supply and Door to Door Delivery of Tablets for Alternative Delivery Mode (ADM) Learners for DepEd Region IV-A CALABARZON.

WHEREAS, the End-user requested for the repeat order for the above activity.

WHEREAS, in reference to the provision of Section 33 of Republic Act No. 12009 and its Implementing Rules and Regulations (IRR), otherwise known as the New Government Procurement Act, the BAC agreed to conduct Repeat Order, as stated below:



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 0089

- 33.1 Repeat Order is a mode of procurement wherein the Procuring Entity may procure goods from the previous winning bidder whenever there arises a need to replenish the goods procured under a contract previously awarded through bidding, particularly Competitive Bidding, Limited Source Bidding, Competitive Dialogue, or Unsolicited Offer with Bid Matching.
- 33.2 Repeat Order shall be subject to the post-qualification process prescribed in the Bidding Documents and the following conditions:
- a) The unit price must be equal to or lower than that provided in the original contract and the prevailing market price;
 - b) The Repeat Order shall be availed of only within six (6) months from the date of the notice to proceed arising from the original contract, except in cases duly approved by the GPPB; and
 - c) The Repeat Order shall not exceed twenty-five percent (25%) of the quantity of each item in the original contract. In order to comply with this requirement, the goods procured under the original contract must be:
 - i. Quantifiable;
 - ii. Divisible; and
 - iii. Consisting of at least four (4) units per item.

WHEREAS, after thorough review of R.A. 12009 and its IRR, the BAC unanimously agreed that the procurement of Supply and Door to Door Delivery of Tablets for Alternative Delivery Mode (ADM) Learners for DepEd Region IV-A CALABARZON is through Repeat Order.

WHEREAS, upon careful examination, validation and verification of the prevailing market price of the goods to be reordered and justification for re-ordering from the end-user has been found responsive due to the following:

- a. The original contract have been found procured through competitive bidding;
- b. Unit prices are the same as the original contract and still the most advantageous to the government after price verification;
- c. The repeat order will not result in the splitting of contracts, requisitions of purchase orders, as provided for in Section 39.1 of the RA 12009 and its IRR; and
- d. The repeat order shall be availed of only within six (6) months from the date of the Notice to Proceed arising from the original contract and that the repeat order does not exceed the twenty-five (25%) quantity of each item in the original contract as shown in the table below:

Quantity indicated in the Original Contract No. PU-CO01-2025-325

Quantity	Unit	Description
1,276	pcs	ADM Tablets

Quantity of the Repeat Order

Quantity	Unit	Description
15	pcs	ADM Tablets

WHEREAS, the items specified on the table below are requested by the end-user and hereby awarded to **SILICON VALLEY COMPUTER GROUP PHILS., INC.:**

Item No.	Description	Quantity Requested	Unit Cost	Amount
1	Tablet	15 pcs	Php14,300.00	Php214,500.00
TOTAL				Php214,500.00

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) Notice of Award of Contract and the Bidder's conforme thereto;
- i) Performance Bond;
- j) 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;
- k) Addenda and/or Supplemental/Bid Bulletins, if any;
- l) Eligibility requirements, documents and/or statements;
- m) All other contract documents that may be required by existing laws and/or the Entity;

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. Deliver the following:

Quantity	Unit	Description
15	pcs	ADM Tablets

in accordance with the design and specification indicated in the Bidding Documents;

- b. The goods shall be delivered to DepEd Region IV-A CALABARZON, Gate 2 Karangalan Drive, Cainta, Rizal.
- c. 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 work in accordance to its schedule of delivery.
- d. Submit an accomplishment report when required by the **Procuring Entity** as part of its monitoring and evaluation.
- e. To execute and complete the project and remedy any defects therein in conformity with Item 17 of the General Conditions of the contract and Implementing Rules and Regulations of Republic Act No. 12009.

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 **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED PESOS (Php214,500.00)**. 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. 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 uniforms 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 under RA 12009 and its Implementing Rules and Regulation and other applicable laws, rules and regulations to make it sure that the interest of the government is protected.

SECTION 6 Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful

and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as *Alternative Dispute Resolution Act of 2004*. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasi-judicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

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 26 DEC 2025 at QUEZON CITY, Philippines.

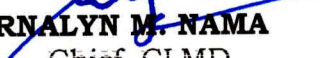
Department of Education
Region IV-A CALABARZON


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

SILICON VALLEY COMPUTER
GROUP PHILS., INC.


MARK JAY L. VILLASOR
Authorized Representative

SIGNED IN THE PRESENCE OF:


VIERNALYN M. NAMA
Chief, CLMD
DepEd Region IV-A CALABARZON


Jose Antonio Munillo

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this 26 DEC 2025, personally appeared:


Name	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u> <u>Mark Jay L. Villasor</u>	DepEd Employee No. 4529876 <u>DRIVER'S LICENCE NO. D12-D8-006712</u>	Cainta, Rizal <u>LTD CALAMBA</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. 334;
Page No. 68;
Book No. IX;
Series of 2025.


ATTY. KARENGINA T. DUPRA
 NOTARY PUBLIC FOR QUEZON CITY
 Roll of Attorneys No. 91421
 Adm. Matter No. NP-319
 VALID UNTIL 31 DECEMBER 2025
 Compliance No. VIII-0017058/05 December 2024
 (BP No. 802275/08 January 2025/Pasig City
 PTR No. 6987097/08 January 2025/Quezon City
 Stall A14-A15 MMC 354 FPJ corner Edsa
 Veterans Village, Quezon City