



Republic of the Philippines
Department of Education
REGION XIII – CARAGA
SCHOOLS DIVISION OFFICE OF SURIGAO CITY

CONTRACT AGREEMENT
(CONTRACT NO. FY-2022-GOODS-075)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

BIOLOGIC SYSTEMS COMPUTER CENTER, an establishment duly organized and registered under Philippine laws, with principal office address in Magallanes St., Surigao City, hereinafter called the FIRST PARTY, and represented by FERDINAND P. SEMBRANO as its authorized representative, a Filipino, of legal age, and a resident of the Philippines; and

Witness
ARZON FUGTMO
BIOLOGIC SYSTEMS COMPUTER CENTER

DEPARTMENT OF EDUCATION – SURIGAO CITY DIVISION, a government agency duly constituted under the law and with address at M. Ortiz Street, Brgy. Washington, Surigao City, hereinafter called the SECOND PARTY, and duly represented by KAREN L. GALANIDA, PhD, CESO VI, Filipino, of legal age, married, and a resident of Socorro, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

Ferdinand P. SEMBRANO
Authorized Representative
BIOLOGIC SYSTEMS COMPUTER CENTER

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, the FIRST PARTY is a duly organized private company, which was verified and validated to be the bidder with the lowest calculated and responsive bid in the procurement for the SUPPLY, DELIVERY, AND INSTALLATION OF SERVER AND IPCCTV FOR DEPED SDO SURIGAO CITY (LOT 2) hereinafter called THE PROJECT;

WHEREAS, the SECOND PARTY is the procuring entity and recipient of the aforementioned procurement;

WHEREAS, after having undergone and complied with all the requirements and procedures mandated under R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, the parties herein contract to proceed with THE PROJECT;

LAILA F. DANAUQUE, EdD, CESO VI
Assistant Schools Division Superintendent

NOW, THEREFORE, for and in the total consideration of SIX HUNDRED THIRTY NINE THOUSAND NINE HUNDRED NINETY PESOS (PHP 639,990.00), the FIRST PARTY hereby contracts to carry out THE PROJECT in favor of the SECOND PARTY, under the following terms and conditions, to wit:

1. In this Agreement words and expressions shall have the same meanings 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 integral part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);

KAREN L. GALANIDA, PhD, CESO V
Schools Division Superintendent

1. Schedule of Requirements;
2. Technical Specifications;
3. General and Special Conditions of Contract; and
4. Supplemental or Bid Bulletins, if any

- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

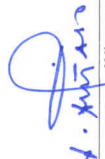
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;


- c. Performance Security;
- d. Notice of Award of Contract; and the Bidder's conforme thereto; and
- e. 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.

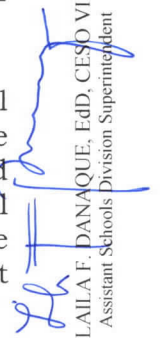
3. In consideration for the sum of THREE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED NINETY PESOS (PHP 383,790.00) or such other sums as may be ascertained, BIOLOGIC SYSTEMS COMPUTER CENTER agrees to perform the obligations in accordance with his/her/its Bid.
4. The Department of Education Division of Surigao City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. That the FIRST PARTY shall accomplish THE PROJECT, which obligation shall **include** the execution of the pertinent contracts and the signing of the procurement-related documents, the processing of all the necessary papers and documentation to warrant the delivery of the said goods/services, and the actual delivery itself of the procured goods within the stipulated period and following the Activity Design, Project Specifications, and Bill of Quantities of this procurement project;
6. That, for purposes of clarity, the object of procurement refers to the items listed in Purchase Order No. 2022-11-605 (Lot 2), as follows:

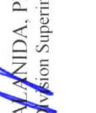
IP CCTV SYSTEM

- a. 14 units CCTV Dome Camera (UniFi Protect G4 Dome Camera UVC-G4-DOME)
- b. 10 units CCTV Bullet Camera (UniFi Protect G4 Bullet Camera UVC-G4-BULLET)
- c. 1 unit Network Video Recorder (UNVR - A video recorder with (4) 2.5/3.5" HDD bays that can support up to 30 days of storage for (15) 4K cameras or (50) Full HD cameras.)


Witness
BIOLOGIC SYSTEMS COMPUTER CENTER


FERDINAND P. SEMBRANO
Authorized Representative
BIOLOGIC SYSTEMS COMPUTER CENTER


LAILA F. DANAQUE, EdD, CESO VI
Assistant Schools Division Superintendent


KAREN L. GALANIDA, PhD, CESO V
Schools Division Superintendent

- d. 2 units 3.5" Hard Drive for CCTV Recording (Seagate SkyHawk AI 16 TB - ST16000VE002)
 - e. 1 unit Switch Layer 2, PoE switch with (48) GbE RJ45 ports, including (32) PoE+ ports, and (4) 1G SFP ports (USW-48-POE)
 - f. 1 unit 50" Class 5-Series 4k UHD QLED Dolby Vision HDR Smart TV with high quality portable mount (SMART ROKU TV - 50S555)
 - g. 4 units UTP Cable Category: Cat6A Solid UTP cable Cable length: 305M, 100% Brand new and High quality"
 - h. 4 units Long-Range Access, dual-band, 802.11ac Wave 1 access point with a 1.2+ Gbps aggregate throughput rate (UniFi 6 AC-LR)
 - i. 1 lot Installation Rough-in/accessories such as bolts, nuts, tox, cable ties, suspension brackets, pipes/moulding, adhesive, nails and other consumables, configuration services, labeling, tagging, testing and orientation on operation
7. That, for purposes of this procurement, the FIRST PARTY warrants to deliver the same quality and brand of the products shown during the post-qualification process, which was already determined to have passed the technical specifications required by the SECOND PARTY during procurement;
 8. That the said delivery of goods/services must be completed and received by the SECOND PARTY within sixty (60) days from the receipt of the Notice to Proceed; provided that should there be extensions needed, the same must be effected with a written request from the FIRST PARTY, written consent from the SECOND PARTY, and for the application of all pertinent consequences as provided under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement;
 9. That the stipulated consideration is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
 10. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to post the applicable warranty bond and to fulfill the warranties subject to proper handling and storage by the SECOND PARTY as provided under the law and R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, such that if within the warranty period there would arise defects on the goods procured such as manufacturing defects and other defects before the delivery of the goods, the same must be remedied by the FIRST PARTY as mandated and stipulated; otherwise, redress and proper actions shall be instituted against the FIRST PARTY. Thus, for purposes of this particular procurement, both parties agree that the SECOND PARTY has thirty days (30) days from actual receipt of the procured goods to demand redress/replacement due to hidden defects, especially since the quality cannot be immediately ascertained unless the boxes or packings are opened, and three hundred sixty-five (365) days for the repair of factory defects after the replacement period;
 11. That, in case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of the cost of the unperformed portion of the works for every day of delay shall be imposed; and

IN WITNESS whereof the parties hereto have caused this Agreement to be executed under Contract No. FY-2022-GOODS-075, this January 6, 2023, at Surigao City, Surigao del Norte, Philippines.

Signed, sealed, delivered by LAILA F. DANAQUE, EdD, CESO VI, the BAC Chairperson for Department of Education, Division of Surigao City.

Signed, sealed, delivered by FERDINAND P. SEMBRANO the Authorized Representative for BIOLOGIC SYSTEMS COMPUTER CENTER.

Binding Signature of PROCURING ENTITY

KAREN L. GALANIDA, PhD, CESO V

Schools Division Superintendent
for:
Department of Education
Schools Division Office of Surigao City
CTC No. _____
Issued on _____
Issued at _____

Binding Signature of CONTRACTOR

FERDINAND P. SEMBRANO

Authorized Representative
for:
BIOLOGIC SYSTEMS COMPUTER CENTER
Magallanes St., Surigao City
CTC No. _____
Issued on _____
Issued at _____

Signed in the presence of

LAILA F. DANAQUE, EdD, CESO VI
Agency's Witness

and

Contractor's Witness

ALLOTMENT AVAILABLE:
SARO NO. _____
DATE: _____

JANICE E. NAIG
Budget Officer

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Surigao) S.C.

BEFORE ME, this 13 JAN 2023 in the City of Surigao, Philippines, personally appeared KAREN L. GALANIDA, PhD, CESO V and FERDINAND P. SEMBRANO with their respective Community Tax Certificates, the particulars of

which are as above written, known to me by the same persons who executed the foregoing instrument consisting of five (5) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their free act and voluntary deed and that of the agency which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

NOTARY PUBLIC

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Series of 2023

Mellicent C. Lianza
ATTY. MELLICENT C, LIANZA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
Roll No. 57730
PTR No. 1323849 / 01-05-2023
IBP OR No. 229336 / 06.03.2022
MCLE Compliance No. VII-0005826
Valid until April 14, 2025
0131 Meehleib Bldg, Door 4, Rizal St.
Brgy. Washington, Surigao City 8400

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