

Department of Education

CARAGA REGION
SCHOOLS DIVISION OFFICE OF SURIGAO CITY

CONTRACT AGREEMENT

(CONTRACT NO. FY-2025-GDS-070)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

DIMDI CENTRE, INC., an establishment duly organized and registered under Philippine laws, with principal office address in Asaje II Bldg., San Pedro St., Davao City, hereinafter called the FIRST PARTY, and represented by SAMANTHA JAYNE Y. UY as its authorized representative, a Filipino, of legal age, and a resident of the Philippines; and

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 MARILOU B. DEDUMO, PhD, CESO VI, Filipino, of legal age, married, and a resident of Surigao City, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

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 THIRD POSTING: SUPPLY, DELIVERY, AND INSTALLATION OF SMART TV FOR THE PROVISION OF LEARNING RESOURCES TO KINDER TO GRADE 12 LEARNERS 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;

NOW, THEREFORE, for and in the total consideration of ONE MILLION FOUR HUNDRED EIGHTY EIGHT THOUSAND PESOS (PHP 1,488,000.00), 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);
 - 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





Address: M. Ortiz St., Surigao City, Surigao del Norte

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MARILON B



Republic of the Philippines

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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 ONE MILLION FOUR HUNDRED EIGHTY EIGHT THOUSAND PESOS (PHP 1,488,000.00) or such other sums as may be ascertained, the FIRST PARTY agrees to perform the obligations in accordance with his/her/its Bid.
- 4. The SECOND PARTY agrees to pay progressively the above-mentioned sum upon delivery of the goods of more than 40% and upon submission of a claim with an attached partial acceptance of delivery by the agency, 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. 2025-05-300.
- 7. That the said delivery of goods/services must be completed and received by the SECOND PARTY within forty-five (45) 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;
- 8. That the stipulated consideration is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
- 9. 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





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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:

10. That, in case of failure to make the full delivery within the time specified above, a penalty of onetenth (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-2025-GDS-070, this October 3, 2025, at Surigao City, Surigao del Norte, Philippines.

Signed, sealed, delivered by ATTY. VIVANIÑO B. BARRIOS, the BAC Vice-Chairperson for Department of Education, Division of Surigao City.

Signed, sealed, delivered by SAMANTHA JAYNE Y. UY the Authorized Representative for DIMDI CENTRE, INC..

Binding Signature of PROCURING ENTITY

MARILOU B. DEDUMO, PhD, CESO V Schools Division Superintendent

for:

Department of Education

Schools Division Office of Surigao City

CTC No. 4219963

Issued on NOVEMBER 28, 2012

Issued at SUKIGAO

Signed in the presence

BARRIOS

Binding Signature of CONTRACTOR

SAMANTHA JAYNE Y. UY

Authorized Representative

for:

DIMDI CENTRE, INC.

Asaje II Bldg., San Pedro St., Davao City CTC No. Paus 0050 k

Issued on NOvember 20, 2018

Issued at_DFA DNN

Contractor's Witness

ALLOTMENT AVAILABLE:





and



Page 3 of 4



Department of Education

CARAGA REGION SCHOOLS DIVISION OFFICE OF SURIGAO CITY

> SARO NO.____ DATE: _____

> > JANICE E. NAIG Budget Officer

ACKNOWLEDGEMENT

Republic of the Philippines)

ublic of the Prinippines,

O 5 NOV 2025

BEFORE ME, this in Philippines, personally appeared MARILOU B. DEDUMO, PhD, CESO V and SAMANTHA JAYNE Y. UY 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 four (4) 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.

Page No. _ Book No.

Series of 2025

Notaly Public Serial No. 2024-197-2025 Until December 31, 2025 Torre Bldg ., F. Iñigo St., Dal Roll of Attorney No. 32983 • TN PTR O.R. No. 0816978 • 01-07-202 IBP O.R. No. 97230 • 01-03-202 167-926-301 25 * Davao City 25 • Pasig City





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PURCHASE ORDER

	DIME: OF:	ITPE INC				
	er: DIMDI CENTRE, INC.			P.O. NO.: 2025-05-300		
	s: Asaje II Bldg., San Pedro St., Davao City VAT / 000-074-274-00000			Date: 27-Jun-2025 Mode of Procurement: Competitive Bidding		
	SUPPLY, DE	LIVERY, AND INSTALLATION OF SMART TV FOR THE PROVISION				
Focal:	VENUS M.	ALBORUTO, PhD (Education Program Supervisor)	 			
Gentleme		nish this office the following articles subject to the terms and con	ditions contair	ned herein:		
Place of Delivery: Date of Delivery :		Surigao City Division Office	Delivery Term 45 day/s (DDP) Payment Term 30 days			
		4-Jul-2025				
Item No.	Unit	Descriptions	Quantity	Unit Cost	Amount	
	set	55" SMART TELEVISION, DEVANT QUANTUM TV, 55QUHW01 •Ultra-large 55" display •Bright 4K QLED display with motion smoothing technology •Immersive sound with Dolby Audio™, DTS:X, DTS Virtual:X •120Hz refresh rate •360° Bluetooth remote voice control •Wireless connection (Bluetooth, Dual Band WiFi) •Google TV Services: Service Center should be available within Caraga Region	60	24,800.00	1,488,000.00	
	set	DEVANT BLUETOOTH SPEAKER, Sonique Surf	60		-	
		*** NOTHING FOLLOWS ***			-	
					-	
						
			V 100		-	
		S ONE MILLION FOUR HUNDRED EIGHTY EIGHT THOUSAND			1,488,000.00	
In case of failure to make the full delivery within the time specified above, a penalty of delay shall be imposed. Conforme: Signature over Printed Name of Supplier Date: 15 NOV 2025			Very truly yours, MARILOUB. DEDUMO, PhD, CESO V Schools Division Superintendent			
Fund Cluster:0! Funds Available:KRISNA BESS D. EDERA Accountant III			ORS/BURS No.: 20W-09-01132 Date of the ORS/BURS 117/32/Jou Amount FFICE OF THE AUDITOR			
			RE	CE	Suriyao City	





Address: M. Ortiz St., Surigao City, Surigao del Norte 10: 11 10 20 20 Time: 11:12

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Signature:

Page 1 of 1