



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

July 17, 2023

MR. SAMUEL F. ALAMANI

Chief Operating Officer

SOUTHERN CONVERGENCE TECHNOLOGIES CORPORATION

Lot 4, Block 5, Emerald Hills, Sta. Cruz, Antipolo City

NOTICE OF AWARD

Dear Mr. Alamani:

Finding the quotation you offered for the PROVISION OF CONSULTANCY SERVICES ON THE EXPANSION, DEPLOYMENT, TECHNICAL ASSISTANCE AND CAPACITY BUILDING ON THE PRIME AUTOMATION PROGRAM OF DEPED NCR with a total amount of **Twelve Million Eight Hundred Thousand Pesos (Php12,800,000.00)**, this procurement is hereby awarded to you.

Kindly affix your signature on the space provided for below to indicate your formal acceptance.

Very truly yours,

WILFREDO E. CABRAL, CESO III

Regional Director

CONFORME:

Name & Signature:

Date:

Samuel F. Alamani
Samuel F. Alamani,
July 19, 2023





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

July 18, 2023

MR. SAMUEL F. ALAMANI

Chief Operating Officer

SOUTHERN CONVERGENCE TECHNOLOGIES CORPORATION

Lot 4, Block 5, Emerald Hills, Sta. Cruz, Antipolo City

NOTICE TO PROCEED

Dear Mr. Alamani:

With the Contract issued for the PROVISION OF CONSULTANCY SERVICES ON THE EXPANSION, DEPLOYMENT, TECHNICAL ASSISTANCE AND CAPACITY BUILDING ON THE PRIME AUTOMATION PROGRAM OF DEPED NCR, you are advised to proceed upon receipt of this Notice, in accordance with the terms and conditions of the Order.

You are advised to send details as to the bank's name, address & account number, TIN number and the date of incorporation/birthday. Then, upon receipt of payment, you shall submit the Official Receipt (OR) to the Cashier's Office within five (5) days.

Very truly yours,

WILFREDO E. CABRAL, CESO III

Regional Director

CONFORME:

Name & Signature:

Date:

Samuel F. Alamani
Samuel F. Alamani
July 19, 2023



CONTRACT FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE EXPANSION, DEPLOYMENT, TECHNICAL ASSISTANCE AND CAPACITY BUILDING ON THE PRIME AUTOMATION PROGRAM OF DEPED NCR

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into by and between:

The **DEPARTMENT OF EDUCATION-NATIONAL CAPITAL REGION**, a government entity mandated by law to ensure the delivery of quality basic education, particularly under Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982," as amended by Republic Act No. 9155, otherwise known as the "Governance of Basic Education Act of 2001," with principal address at DepEd National Capital Region, Misamis Street, Brgy. Sto. Cristo, 1105 Quezon City, Metro Manila, Philippines, represented by its Regional Director, **WILFREDO E. CABRAL, CESO III**, hereinafter referred to as the "**DepEd NCR**";

and

SOUTHERN CONVERGENCE TECHNOLOGIES CORPORATION, a private entity organized in accordance with the laws of the Philippines with business address at Lot 4, Block 5, Emerald Hills, Sta. Cruz, Antipolo City represented by **SAMUEL F. ALAMANI**, Chief Operating Officer, hereinafter referred to as the "**Consultant**";

Collectively referred to as the parties.

-Witnesseth-

WHEREAS, DepEd NCR authorized the procurement of the project "Consultancy Services for the Expansion, Deployment, Technical Assistance and Capacity Building on the PRIME Automation Program of DepEd NCR for four (4) systems to Schools Division Offices (SDOs)" with an ABC of Php12,800,000.00;

WHEREAS, the **Consultant** was the Service Provider in the development and provision of technical assistance in the maintenance of the said systems including other systems in the Regional Office Proper;

WHEREAS, the execution of this Contract was made in accordance with the procurement processes under Republic Act No. 9184 and its 2016

Handwritten signatures and initials on the left margin, including "SFM" at the top and "Paul I. Alan" written vertically.

Handwritten signature or initials in blue ink on the left margin.

Handwritten signature or initials in black ink at the bottom right corner.

Implementing Rules and Regulations (Negotiated Procurement for Highly Technical Consultant under Section 53.7).

WHEREAS, on July 17, 2023, Bids and Awards Committee (BAC), recommended to the Regional Director, as Head of the Procuring Entity, under BAC Resolution No. 27, Series of 2023, the approval of award of contract to the Consultant;

WHEREAS, the Regional Director approved the recommendation of the BAC to award the contract to the Consultant on July 17, 2023.

WHEREAS, on July 17, 2023, the Regional Director issued a Notice of Award to the Consultant;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and undertaking set forth, the parties have agreed, as follows:

1. NATURE OF SERVICES

1.1. That, the **Consultant** shall provide unto **DepEd NCR** the following IT services, to wit:

1.1.1. Configuration of the existing Regional Office automated systems to comply and suit the organizational structure of the specific SDO and align with and connect to the existing systems of the Regional Office.

1.1.2. Cost of deploying the system in safe and secure virtual cloud service provider and will also include a database service from reliable provider. The systems will be installed in a multi-cloud environment.

1.1.3. Cloud service for five (5) months reckoned from the turnover of the systems.

1.1.4. Provision of technical assistance to the Division Office users until the turnover of the systems.

1.1.5. Conduct of regionwide virtual training and/or per SDO as necessary.

1.1.6. Provision of tech support for system errors for a period of twelve (12) months from date of acceptance.

1.1.7. System support related to system errors shall be provided within 5 hours via virtual meetings, messaging

Paul I. Alan: STP

platforms, email, and phone calls from 8:00 a.m. to 5:00 p.m., Monday to Friday.

- 1.1.8. Provide a soft copy and a hard copy of the user and training documentation of all the four systems and copies of the Virtual training sessions.
- 1.1.9. Modification or provision of additional features necessary for the final operation or for service efficiency in the SDO upon consultation with DepEd NCR.

- 1.2. Services will be provided in accordance with the Terms of Reference (TOR) (Annex A), which is made an integral part hereof.
- 1.3. Face-to-face meetings, on-site visits, conference calls and email communication shall take place to plan, coordinate, and discuss the tasks to be carried out by the Consultant with the relevant offices, divisions, and units of the DepEd NCR, in line with the demands of the project.

KIMBERLY S. ARMA
Accountant III

2. Consultant's Fees

2.1. **DepEd NCR** shall pay the **Consultant** in consideration for the full and faithful performance of its services the total amount of **TWELVE MILLION EIGHT HUNDRED THOUSAND PESOS (Php12,800,000.00)** as **CONSULTANCY FEE**. Upon submission of billing statement and other necessary documents, subject to the usual accounting and auditing rules and regulations, a per system payment may be allowed subject to the following conditions:

- 2.1.1. The application system has been deployed with a unique URL or Domain for the exclusive access of the SDO.
- 2.1.2. At least 51% of all the users have access using their own USER ID and Password.
- 2.1.3. The system training, basic training, advance training and hands on training has been conducted.
- 2.1.4. All the training documents, hard & soft copy, training video recordings and user's manual have been delivered to all the 16 SDOs.

FUNDS AVAILABLE P 12,800,000.00 -
 FUND SOURCE : OSEC - NCR - 23 - 2780,
 OBLIGATION NO. : 02-101-101-2023
 08-914; 8/14/23

2.2. All required taxes under this Consultancy Contract shall be for the account of the **Consultant** and deemed to have been included in the Consultancy Fee. No request for revision of prices and claims that such taxes or duties were not included in the bid price for any reason whatsoever shall be entertained.

3. Duration, Termination and Amendment

3.1. This Agreement shall be valid until December 31, 2023, or from August 1 to December 31, 2023 or until the services under the TOR are rendered.

3.2. The fees cannot be altered during the course of this Agreement, unless it is superseded by a new Agreement.

3.3. This Agreement can be amended subject to the written consent of both parties and that any modification/ amendment introduced shall be made in writing

4. Information, Confidentiality and Publicity

4.1. The Consultant shall observe the confidentiality of any information supplied to him by DepEd NCR, and not disclose it to any other person without prior written permission of the DepEd NCR, both during the term of this Agreement and after its termination, unless it has become public knowledge or is already in the public domain.

4.2. Publicity on any matters relating to this Agreement shall only be undertaken by DepEd NCR.

5. Liability

5.1. The Consultant shall make every effort to ensure reasonable standards of skills, integrity and reliability throughout the work conducted, but the Consultant shall not be liable to the DepEd NCR for any loss or damage that the latter may suffer subsequent to the signing of this Agreement, except by the Consultant's negligence or dishonesty or failure to perform or abide by the TOR.

6. Copyright and Property Rights

6.1. Unless agreed between both parties in writing, DepEd NCR shall have the absolute ownership of copyright and any other proprietary rights in all systems, tools and products produced and/or created through the exercise of this Agreement including ideas, studies, reports or other materials generated by the developed systems.

Paul H. Alon: SPM

WMS

7. Force Majeure

7.1. Force Majeure shall mean acts of nature, war, rebellion, insurrection, riots, acts of terrorism, fire, civil commotion, labor disputes, strikes, lockouts, prevention from, or hindrance in obtaining labor or materials, or other act or order of government, court, or other regulatory agency, or any other restrictions, appropriations, or causes, beyond the reasonable control of any of the parties.

7.2. If either party is unable to perform its obligations under this Agreement as a result of a force majeure event, then that party's obligations shall be suspended for as long as the force majeure event continues.

7.3. Except where the nature of the event shall prevent a party from doing so, the party suffering a force majeure shall notify the other party in writing, within a reasonable time after the occurrence of such force majeure, and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

7.4. As soon as reasonably possible after the cessation of the force majeure event, notification shall likewise be given in writing and the obligations of this Agreement shall be resumed.

8. The following documents shall be deemed to form and be read and construed as integral parts of this Agreement:

- 8.1. Terms of Reference;
- 8.2. Notice of Award;
- 8.3. All other documents/statements not specifically mentioned herein, but are part of the procurement process.

IN WITNESS WHEREOF, the parties hereto signed this Contract on July 17, 2023 at Quezon City, Philippines.

**DEPARTMENT OF EDUCATION
NATIONAL CAPITAL REGION**

**SOUTHERN CONVERGENCE
TECHNOLOGIES CORPORATION**


BY:

BY:

WILFREDO E. CABRAL, CESO III
Regional Director

SAMUEL F. ALAMANI
Chief Operating Officer

Signed in the presence of:


CRISTITO A. ECO
Assistant Regional Director
BAC Chairperson


Jesus Angelo Salazar
Witness of the Consultant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) s.c.

BEFORE ME, a Notary Public for and in QUEZON CITY, MA this
JUL 26 2023, personally appeared the following:

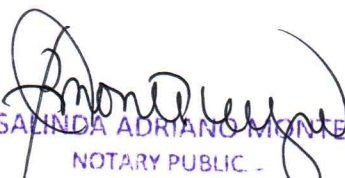
NAME:	VALID ID
WILFREDO E. CABRAL, CESO III	_____
SAMUEL F. ALAMANI	_____

known to me to be the same persons who executed the foregoing instrument consisting of four pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and the place first above written.

SUBSCRIBED AND SWORN to before me on
this JUL 26 2023 day at Quezon City

DOC NO 480
PAGE NO 96
BOOK NO 141
SERIES OF 2023


ATTY. KUSALINDA ADRIANO MONTENEGRO
NOTARY PUBLIC -
My Commission expires on Dec. 31, 2023
Adm. Matter No. NP-113(2022-2023)
PTR No. 4028249-01/03/2023-QC.
IBP OR NO. 263982-01/03/2023 Q.C
ROLL No. 68465
MCLE Compliance No. VII-0021672-14 April 2025 I
Unit 312 Bldg. 137 Malakas St.
Brgy. Central Quezon City



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

A RESOLUTION RECOMMENDING ALTERNATIVE MODE OF PROCUREMENT AND AWARD OF CONTRACT TO **SOUTHERN CONVERGENCE TECHNOLOGIES CORPORATION** FOR THE PROVISION OF CONSULTANCY SERVICES ON THE EXPANSION, DEPLOYMENT, TECHNICAL ASSISTANCE AND CAPACITY BUILDING ON THE PRIME AUTOMATION PROGRAM OF DEPED-NCR

BAC RESOLUTION No. 27, s. 2023

WHEREAS, the Regional Office has automated/digital systems dubbed as “PRIME AUTOMATION” now being used for frontline services, human resource management, and operational expenses monitoring that the Regional Office intends to cascade to the Division Offices considering that most of the input for processing emanate from the schools and Division Offices;

WHEREAS, the automation of services aims to simplify, streamline and render delivery service speedy and accessible online;

WHEREAS, for this purpose, the Regional Office requested for and it was granted fund of Twelve Million Eight Hundred Pesos (PHP12,800,000.00) by the Central Office, for the expansion of automated systems to the sixteen (16) division offices in the Region;

WHEREAS, the expansion shall cover the provision of consultancy services for the configuration, deployment, technical assistance, and capacity building for the users in the Division Offices of the four (4) systems, namely: PRIME DOTS, PRIME STRAT HRMS, ISO-SYS and OPDASH;

WHEREAS, Southern Convergence Technologies Corporation was the consultant in the development and provision of technical assistance in the maintenance of the said systems including other systems in the Regional Office Proper;

WHEREAS, given the nature of procurement which is highly technical and its intent, the same may be through Negotiated Procurement (Sec. 53.7) of the Revised IRR of RA 9184;

WHEREAS, a quotation/proposal was obtained from Southern Convergence Technologies Corporation for the configuration, expansion, alignment of the systems to the Division Offices’ processes including capacity building for and technical assistance to the users;

WHEREAS, Southern Convergence Technologies Corporation offered a total amount of Php12,800,000.00 or Php200,000.00 per system per Division that covers the configuration of the systems to the SDO structure, capacity building, system support, and cloud hosting for six months;





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WHEREFORE, RESOLVED AS IT IS HEREBY RESOLVED, that the Committee recommends the use of Negotiated Procurement (Section 53.7 of RA 9184) for the procurement of Highly Technical Consultant for the expansion, deployment, capacity building and cloud hosting of the four Regional Office Systems to the Division Offices. The Committee further recommends that the contract be awarded to **Southern Convergence Technologies Corporation** in the total amount of **Php12,800,000.00** for the consultancy services on the expansion, deployment, technical assistance and capacity building for the PRIME AUTOMATION systems to the 16 SDOs of DepEd NCR .


July 17, 2023, Quezon City.


CRISTITO A. ECO
BAC Chairperson


ATTY. JOYLYN P. DULNUAN
Vice Chairperson


JULIET J. ICAMEN
Member

WARREN A. RAMOS
Member


ROGER R. MORALLOS
Member

APPROVED:


WILFREDO E. CABRAL, CESO III
Regional Director

