



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

CONTRACT

THIS CONTRACT made and entered into this JUL 28 2022 of _____ by and between:

The **Department of Education Region IV-CALABARZON**, a government entity mandated by laws particularly the 1987 Administrative Code (EO 292), Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A. No. 9155 (The Governance of Basic Education Act of 2001), represented herein by the Regional Director **FRANCIS CESAR B. BRINGAS** with office address at Gate 2, Karangalan Village, Cainta, Rizal hereinafter referred to as **DepEd**.

-and-

COSMIC TECH NOLOGIES INCORPORATED, corporation duly registered with the Securities and Exchange Commission. Its principal address is at No. 901 Apacible Corner Leon Guinto Sts., Manila, Metro Manila. It is represented by its herein Senior Project Officer, **ANNALOU C. PALOLARCA¹**, hereinafter referred to as the **Supplier**.

W I T N E S S E T H

WHEREAS, DepEd invited bids for the Procurement of Tablets for KS2, KS3, and KS4 for School Year 2022-2023 (Lot I – ROIVA-22-02) with the Approved Budget for the Contract in the amount of One Hundred Twenty Million Pesos only (Php120,000,000.00).

WHEREAS, the pre-procurement conference was conducted on May 11, 2022.

WHEREAS, the invitation was posted in the Philgeps website on May 21, 2022, in the website of DepEd on May 21, 2022, and in the bulletin board of DepEd located in its main building from May 20, 2022 to June 14, 2022 at 5:00 in the afternoon.



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph

WHEREAS, the pre-bidding conference was scheduled on May 30, 2022 while the opening of bids was scheduled on June 14, 2022.

WHEREAS, during the pre-bidding conference, the following prospective bidders appear: (1) Arik Merchandizing, (2) Accel Prime Technologies, (3) T and E Enterprises, (4) SEPCO, (5) Maxcor Inter-Ventures Co., (6) MCX International Inc, (7) Joneco Tech Marketing Corp., (8) Gervy's Trading & Gen. Merchandise and (9) Machine and Computer World, Inc.

WHEREAS, the opening of bids was conducted on June 14, 2022. The bids from the eligible bidders passed the preliminary examination of the technical and financial proposals based on the presence of the submitted documents as against the checklist of the required documents and consequently, the BAC read and recorded their bids as follows:

Name of bidder	Total bid amount as read
Arik Merchandizing	P114,000,000.00
Cosmic Tech nologies Inc.	P115,500,000.00
My solid technologies and devices	Non-complying

WHEREAS, the post-qualification of Arik Merchandizing was conducted. On June 27, 2022, the BAC post-disqualified Arik Merchandizing.

WHEREAS, the BAC proceeded to conduct post-qualification of Cosmic Tech nologies Inc. On July 25, 2022, the BAC declared Cosmic Tech nologies Inc. as the Lowest Calculated and Responsive bidder.

NOW, THEREFORE, for and consideration of the premises, the parties hereby agree as follows:

SECTION I Documents deemed part

The following documents shall be attached, deemed to form, and be read and construed as integral part of this agreement, to wit:

- (a) The Supplier's Bid Form, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidders response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) Invitation to Bid and Bid Bulletin 1 and Bid Bulletin 2;
- (c) The Schedule of requirements;
- (d) The Technical specifications and Additional Specification;
- (e) The General Conditions of Contract;
- (f) The Special Conditions of Contract

- (g) The Performance Security;
- (h) The Notice to Award and the Supplier's conforme thereto; and
- (i) Other contract documents required by the existing laws and/or DepEd in the Philippine Bidding Documents. Supplier agrees that assitional 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 Order and Warranty Security shall form part of the contract.

SECTION II Performance Security

The Supplier shall post a Performance Security within ten (10) days from the receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligations under this contract. The Supplier shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the DepEd, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final acceptance is duly issued.

SECTION III Delivery

The Supplier shall make delivery at any time within 45 days from receipt of the Notice to Proceed. The delivery shall be made from Monday to Friday except holidays and from 8:00 AM to 5:00 PM.

The goods shall be delivered to the Asset Section of the Schools Division Office. It shall be inspected by the Information and Communication Technology Unit of the SDO before acknowledging receipt of the deliveries.

This is without prejudice to the inspection to be conducted by the Regional Inspectorate and Acceptance Team who will conduct an inspection within 30 days from notice from the notice of the delivery.

SECTION IV Schedule of Delivery

DepEd expects that the delivery shall be made on the schedule to be provided by the Supplier. The schedule shall be provided within 5 days from the signing of this contract.



Upon receipt of the schedule, the Regional Inspectorate and Acceptance Committee shall also schedule the inspection on the date of the delivery as much as possible.

No liquidating damages shall be imposed on deliveries made outside the schedule but within the contract period.

SECTION V Obligations of the Supplier

In consideration of the payment to be made by DepEd to the Supplier, the Supplier shall:

1. provide 15,000 pieces of tablets with specification mentioned in the Technical Specifications² and Additional Specification³ for Lot I: for KS2 of the Philippine Bidding Documents.

The goods must conform to and comply with the standards mentioned in the Technical Specification and Additional Specification and must be in accordance with the technical specifications of the sample presented during the post-qualification.

Any proposal by the Supplier to deliver goods of different technical specification in lieu of those of the approved bids or samples, shall not be allowed.

2. guarantee a three (3)-working day period for any minor repairs of the unit (s) upon receipt of the request or report of the recipient school unless the cause of the damage is beyond repair due to improper use and care without any default or defect from the manufacturer.⁴
3. ensure the availability of required spare parts of the hardware items to guarantee prompt repairs within the three-working day period.⁵
4. in case the unit(s) cannot be repaired within the guaranteed three (3) working day period, the unit(s) must be replaced within a period of seven (7) working days at its maximum. The replacement unit shall be of the same branding specification and shall be installed prior to pull-out of the defective or unrepairable unit(s), unless the damage is found to have resulted from abuse, accident, unauthorized modifications of repairs, and/or other analogous causes that are not defect in materials and workmanship.⁶

² Pages 30 to 33 of the Philippine Bidding Documents

³ Page 34 of the Philippine Bidding Documents

⁴ Item 10 of the Technical Specification

⁵ Item 10 of the Technical Specification

⁶ Item 11 of the Technical Specification



5. set-up and manage a Help Desk Support that can accommodate and process all queries and troubleshooting calls from Monday to Friday and from 8AM to 5PM.⁷
6. provide a Company Profile and Technical Support contact details. Two different mobile numbers shall be provided and must be operational from Monday to Friday and from 8AM to 5PM.⁸
7. accommodate and process the recipient's immediate technical support for the hardware. Inquiries sent through either email, phone calls, letters and SMS from the recipient schools are considered official communication modes and must be addressed accordingly.⁹
8. replace any unit found to be defective or non-compliant to the required specification within three working days from discovery. The replacement goods for this reason shall be subject to re-inspection
9. allow DepEd to conduct inspection in its premises for the duration of the contract so that the latter may monitor the progress of the delivery.

All other obligations of the Supplier not mentioned herein but are provided in the documents mentioned in Section 2 are deemed imposed.

SECTION VI Monitoring

The Supplier shall submit at least three reports: on the 15th day from Notice to Proceed, on the 30th day from the Notice to Proceed and on the 45th day from the Notice to Proceed. The report shall contain the number of tablets delivered and the name of SDO where the deliveries were made. The reports shall be submitted directly to the Procurement Unit of DepEd at least two days after the end of each required submission. The submission is for monitoring purposes and not for request for payment.

The liquidated damages shall be imposed on the deliveries made starting the 46th day from Notice to Proceed except for instances excused by law. The computation of the liquidated damages shall be in accordance with Item 3 of Annex "D" of the 2016 Revised Implementing Rules and Regulations of Republic 9184.

SECTION VII Obligations of DepEd

⁷ Item 13 of the Technical Specification

⁸ Item 12 of the Technical Specification

⁹ Item 14 of the Technical Specification



DepEd shall:

1. Pay the Supplier in accordance to the number of deliveries reported by the Regional Inspection and Acceptance Team. Should the Supplier seek progress payment, all progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the President.¹⁰

2. Inspect the deliveries to verify the specifications of the goods. Should the goods fail to meet the specification, DepEd shall communicate the same immediately to the Supplier through email, text or phone call.

3. Decline to receive goods not complying to the specifications provided in Technical Specifications and Additional Specifications of the Philippine Bidding Documents.

4. Have the right to visit and inspect Supplier's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess the Supplier's capacity to discharge its contractual obligations.

All other obligations of DepEd not mentioned herein but are provided in the documents mentioned in Section 2 are deemed imposed.

Section VIII Dispute


The parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the Parties in connection with the implementation of this contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JUL 28 2022 at CITY OF MANILA, Philippines.

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

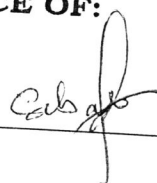

FRANCIS CESAR B. BRINGAS
Regional Director

**COSMIC TECH NOLOGIES
INCORPORATED**


ANNALOU C. PALLARCA
Senior Project Officer

¹⁰ Item 4.2 of Annex "D" of the 2016 Revised Implementing Rules and Regulations

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA SS.

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, this JUL 28 2022, personally appeared:

Name
Expiration Date

Identification No.

Francis Cesar B. Bringas

Non-Professional Driver's
License No. A08-89-001189
October 2, 2023

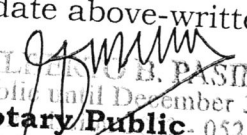
Annalou C. Pallarca

Non-Professional Driver's License
C05-19-006734
January 31, 2024

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 (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.


ATTY. GILMAN B. PASIMANERO
Notary Public until December 31, 2023
Notarial **Notary Public** 052
IBPW 165726 Pasig for yr. 2022
PTR# 0154719 Mla - 1-3-2022
Roll # 25473, TIN# 103-098-346
MCLE Exempt. No. VII-NP004370 'til 4-14-2025

Doc. No. 870;
Page No. 162;
Book No. 10;
Series of 2022.