



PROJECT: Supply, Delivery, and Maintenance of DCP E-Classroom Packages 2022 (Rebid)
CONTRACT NO.: 2023c-ICTS3(003&016)-BII-CB-023a-C123

CONTRACT

THIS CONTRACT made and entered into this DEC 29 2023 day of 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **COLUMBIA TECHNOLOGIES, INC.**, represented herein by its Asst. Vice President – Sales, **PAUL G. CORTEZ**, with office address at 1136-1146 Julio Nakpil St., Malate, Manila (hereinafter referred to as "**CTI**"), as per Omnibus Sworn Statement dated 01 December 2023 (hereto attached as Annex "A").

DEPED and **CTI** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the DCP e-classroom packages consisting of 13 lots, and received bids from 4 bidders for Lot No. 12; **DEPED** opened, read, and evaluated the bids and declared **CTI** as having the Lowest Calculated Bid for Lot No. 12; after evaluation, **DEPED** post-qualified and declared the bid of **CTI** as the Lowest Calculated Responsive Bid for Lot No. 12 in the sum of **PHILIPPINE PESOS FOUR HUNDRED NINETY-SEVEN MILLION, FOUR HUNDRED FORTY THOUSAND, EIGHT HUNDRED FORTY-SIX and 00/100 (PhP497,440,846.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	QUANTITY		Amount (PhP)
		eLearning Cart Package	Smart TV Package	
12	eLearning Cart Package and Smart TV Package (REGION X)	257	25	497,440,846.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning 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 part of this Contract, viz:
 - a. Resolution to Award No. 2023c-ICTS3(003&016)-BII-CB-023a dated December 18, 2023;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;

R. JAY BA JAKILLO
 CTI's Witness

PAUL G. CORTEZ
 CTI

MARYIN M. DELA CRUZ
 DEPED's Witness

ATTY. MICHAEL WESLEY T. POA
 DEPED

- ii. Schedule of Requirements;
- iii. Technical Specifications; and
- iv. Bid Bulletin No. 1 dated November 29, 2023;

- c. **CTI's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **CTI's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **CTI** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.


 R. JA. P. JARILLO
 CTI's Witness

- 3. **CTI** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein and in compliance with Section 39 of the 2016 revised IRR of RA No. 9184. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **CTI** is in default of any of its obligations under this Contract. **CTI** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **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.


 PAUL G. CORTEZ
 CTI

- 4. The goods referred to in this Contract shall be delivered by **CTI** at **Recipient Schools Offices** stipulated in the Allocation List (Appendix "A" of the Bid Bulletin No. 1) within **ONE HUNDRED EIGHTY (180) calendar days** from the date of the receipt of the Notice to Proceed (NTP). **CTI** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.


 MARVIN M. DELA CRUZ
 DEPED's Witness

Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

- 5. Pre-Delivery and Pre-Implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.
- 6. **DEPED** shall have the right to visit and inspect **CTI's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **CTI's** capacity to discharge its contractual obligations.
- 7. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection, **CTI** shall ensure convenient access to the goods for inspection. **CTI** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.


 ATTY. MICHAEL WESLEY T. POA
 DEPED

- iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **CTI**, duly signed and dated and approved by the authorized representative of **DEPED (School Head)** indicating that the goods have been delivered and properly installed and commissioned in accordance with the Contract; and
- iv. Warranty Certificate.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- c. Payment shall be made to **CTI** within 60 days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
 - i. For the initial progress payments, a minimum of 25% of the Contract Price shall be paid to **CTI** upon delivery of at least 25% of the goods and acceptance of the same by the duly authorized DepEd representative;
 - ii. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods, subject to the submission of the required documents under the Bidding Documents.

13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of the progress payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62 of RA 9184 and its revised IRR.

- a. A one-year comprehensive warranty shall be applied to the laptop batteries and optical mouse, and three years for the IT Equipment package including networking peripherals and for operation and maintenance of all licensed software products. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the **DEPED** that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).
- b. Replacement and/or repair of the goods may be requested within the aforementioned warranty period. Repair of the goods shall be made within three (3) calendar days upon claim or request therefor. Replacement of the goods, in case the goods cannot be repaired, may be effected within a maximum period of seven (7) calendar days. Replacement must be of the same branding specifications and shall be installed prior to pull-out of the defective or unrepairable unit/s.

In case **CTI** opts for retention money, the amount shall be released at the expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision unless, during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.


R. JAY PA. JARILLO
CTI's Witness


PAUL G. CORTEZ
CTI


M. DELA CRUZ
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

14. Ownership, title, rights, and interest with respect to the contents of the manuals, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **CTI** hereby irrevocably waives any claim thereto. **CTI** shall not, in any manner or for any purpose, use the contents of the manuals beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract, unless express permission of **DEPED** in writing is obtained.


R. JAY B. PAILLO
CTI's Witness

15. Each party, in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.


PAUL G. CORTEZ
CTI

16. **CTI** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **CTI**, or collect from any of the securities or warranties posted by **CTI**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.



MARLYN M. DELA CRUZ
DEPED's Witness

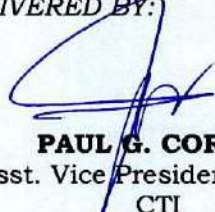
17. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to RA 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

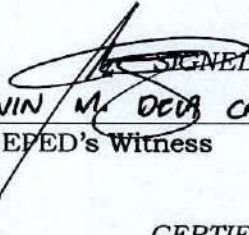

ATTY. MICHAEL WESLEY T. POA
DEPED

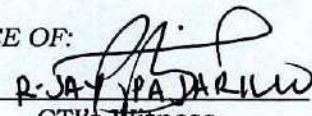
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED


PAUL G. CORTEZ
Asst. Vice President - Sales
CTI


MARVIN M. DEOB CRUZ
DEPED's Witness


R. JAY PA DARILLO
CTI's Witness

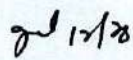
CERTIFIED FUNDS AVAILABLE: ₱497,440,244.06


MA. RHUNNA L. CATALAN
Chief Accountant

Chief Accountant







REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of _____ 2023 personally appeared:

~~2023~~
DEC 29 2023

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 40 ;
Page No. 9 ;
Book No. XIII ;
Series of 2023.

ATTY. MA. ELISA JONALYN A. BARQUEZ, CPA
Notary Public - City of Manila
Commission No. 2022-053 valid from 7/1/2022 until 12/31/23
YMCA Manila Complex, No. 350 A.J. Villegas St., Ermita, Manila
Roll of Attorney No. 62394
IBP Lifetime No. 019343, 01-15-2017, IBP Manila 1
MCLE Compliance No. VII-0002920, 04-26-2021, MCLEO-Pasig
PTR No. MLA 0846582, 01-06-2023, Manila City
Contact No. (02)8400-9519

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MANILA, Philippines,
this ____ day of DEC 29 2023 2023 personally appeared:

NAME
PAUL G. CORTEZ
Asst. Vice President – Sales
CTI

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
SSS # 33-1671900-8

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 97 ;
Page No. 8 ;
Book No. XII ;
Series of 2023.


ATTY. MA. ELISA JONALYN A. BARQUEZ, CPA
Notary Public - City of Manila
Commission No. 2022-053 valid from 7/1/2022 until 12/31/23
YMCA Manila Complex, No. 350 A.J. Villegas St., Ermita, Manila
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