



PROJECT: Supply, Delivery, and Maintenance of DCP Packages 2023
 Batch 2023-01: eLearning Cart Package and Batch 2023-02: Smart TV Package
CONTRACT NO.: 2024c-ICTS3(009)-BVI-CB008-C077

CONTRACT

06 MAY 2024

THIS CONTRACT made and entered into this _____ day of _____ 2024 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 **COSMIC TECH NOLOGIES INCORPORATED**, represented herein by its Business Development Associate, **ERELYN L. VILLANUEVA**, with office address at 901 Apacible St. corner Leon Guinto St., Ermita, Manila (hereinafter referred to as "**COSMIC**"), as per Omnibus Sworn Statement dated 19 January 2024 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the DCP e-classroom packages consisting of 16 lots, and received bid from lone bidder for Lot No. 13; **DEPED** opened, read, and evaluated the bid and declared **COSMIC** as having the Single Calculated Bid for Lot No. 13; after evaluation, **DEPED** post-qualified and declared the bid of **COSMIC** as the Single Calculated Responsive Bid for Lot No. 13 in the sum of **PHILIPPINE PESOS THREE HUNDRED SEVEN MILLION, NINE HUNDRED EIGHTY-EIGHT THOUSAND, ONE HUNDRED SIXTEEN and 00/100 (PhP307,988,116.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

| Lot No. | Description / Region | QUANTITY | | Amount (PhP) |
|---------|--|------------------------|------------------|----------------|
| | | eLearning Cart Package | Smart TV Package | |
| 13 | eLearning Cart Package and Smart TV Package (REGION XII) | 147 | 187 | 307,988,116.00 |

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. 2024c-ICTS3(009)-BVI-CB-008 dated February 29, 2024;
 - b. Philippine Bidding Documents;


[Signature]
 CLIFFORD B. CARRAS
 COSMIC's Witness

[Signature]
 ERELYN L. VILLANUEVA
 COSMIC

[Signature]
 FERDINAND B. PITAGAN
 DEPED's Witness

[Signature]
 ATTY. MICHAEL WESLEY T. POA
 DEPED

[Signature]


CLIFFORD B. CUREG
COSMIC's Witness


ERELYN L. VILLANUEVA
COSMIC


FERDINAND B. PITAGAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- i. General and Special Conditions of the Contract, with the annexes;
 - ii. ;
 - iii. Schedule of Requirements;
 - iv. Technical Specifications;
 - v. Bid Bulletin No. 1 dated January 17, 2024, Bid Bulletin No. 2 and Bid Bulletin No. 3 dated January 22, 2024
- c. **COSMIC'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 **COSMIC's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **COSMIC** 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.

3. **COSMIC** 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 **COSMIC** is in default of any of its obligations under this Contract. **COSMIC** 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.

4. The goods referred to in this Contract shall be delivered by **COSMIC** at **Recipient Schools Offices** stipulated in the Allocation List (Appendix "A" of the Bid Bulletin No. 1 dated January 17, 2024) within **ONE HUNDRED EIGHTY (180) calendar days** from the date of the receipt of the Notice to Proceed (NTP). **COSMIC** 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.

Violation of this provision, based on documents and reports submitted and validated by **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and subject to liquidated damages pursuant to Item 16 of this Contract. The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

5. Pre-Delivery and Pre-Implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team, as may be necessary or applicable.

6. **DEPED** shall have the right to visit and inspect **COSMIC's** premises covered by the Contract at any time or stage of the contract

implementation to monitor and assess **COSMIC'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, **COSMIC** shall ensure convenient access to the goods for inspection. **COSMIC** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

8. The goods shall be inspected by the designated DepEd Inspectorate Team. **COSMIC** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of the inspection or pre-delivery inspection (PDI). Any request for inspection shall be done in writing, and submitted in accordance with SCC Clause 4 of the Bidding Documents.

9. The goods must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **COSMIC**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by **DEPED** and replaced by **COSMIC** in accordance with the warranty provisions in the bidding documents. **COSMIC** shall replace all rejected goods within five (5) calendar days from its receipt of the Notice of Rejection from the recipient schools. The replacement of the goods shall be subject to re-inspection.


11. In case **COSMIC** encounters condition(s) impeding timely delivery of the goods, **COSMIC** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension by **COSMIC** shall be promptly done in writing as soon as circumstances for such request have become apparent. **COSMIC** must provide sufficient proof to support any request for work suspension and/or contract period extension.

DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and final acceptance at the final destination through its authorized receiving personnel.

12. The Contract Price shall be paid to **COSMIC** in accordance with the following disbursement procedures:


- a. **COSMIC** may submit a request for payment based on the following:
 - i. Supplier's invoice showing goods' description, quantity of goods delivered based on the schedule of delivery and other relevant


CLIFFORD B. CUREG
COSMIC's Witness


ERELYN L. VILLANUEVA
COSMIC


FERDINAND B. PITAGAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED


CLIFFORD B. CUAREG
COSMIC's Witness


ERELLYN L. VILLANUEVA
COSMIC


FERDINAND B. PITAGAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- terms and conditions of the contract, unit price, and total amount;
- ii. Duly signed Delivery Receipt/s;
- iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **COSMIC**, duly signed and dated and approved by the Business Development Associate 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.

COSMIC must furnish a copy of the above-mentioned documents to DepEd Accounting, End-user (Information and Communications Technology Service - Technology Infrastructure Division) and the Contract Management Division of the Procurement Service, Central Office.

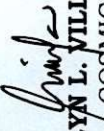
- b. Payment shall be made to **COSMIC** within 60 days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
 - i. For the initial progress payments, a minimum of 25% of the Contract Price shall be paid to **COSMIC** 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 three-year comprehensive warranty shall be applied to the laptop device batteries and power adapter, one-year comprehensive warranty shall be applied to the laptop headsets, and optical mouse for laptops, and three years comprehensive and onsite warranty for the whole 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 **COSMIC** 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.


CLIFFORD B. CUAREG
COSMIC's Witness

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**. **COSMIC** hereby irrevocably waives any claim thereto. **COSMIC** 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.


ERELLYN L. VILLANUEVA
COSMIC

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.


FERDINAND B. PITAGAN
DEPED's Witness

16. **COSMIC** 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 **COSMIC**, or collect from any of the securities or warranties posted by **COSMIC**, 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.


ATTY. MICHAEL WESLEY T. POA
DEPED

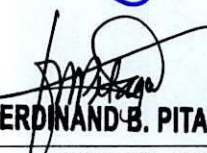
17. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation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

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.

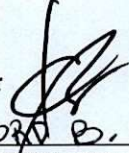
SIGNED, SEALED AND DELIVERED BY:


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


ERELYN L. VILLANUEVA
Business Development Associate
COSMIC


FERDINAND B. PITAGAN
DEPED's Witness

SIGNED IN THE PRESENCE OF:


CLIFFORD B. CUREG
COSMIC's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 107, 988, 116. 00


MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of MAY 08 2024 2024 personally appeared:

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 eight (8) pages including 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. 241
Page No. 59
Book No. XIV
Series of 2024.

ATTY. NEIL TANIANGIT ALBOPERA

NOTARY PUBLIC

Until December 31, 2025

Pasig City and in the Municipality of Pateros, Metro Manila

PTR No. 1357680 / Pasig City/01 -02-2024

IBP No. 325487; 12/06 /2023 (MD for 2024)

Admitted to the Philippine Bar on 04/12/2022

Roll of Attorney No. 76228

TIN No. 242 -007-260-000

G/F Pasig City Hall, Brgy. San Nicolas, Pasig City

Appointment No. 58 (2024-2025)

Cellphone No. 0977 -634-4229

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for CITY OF MANILA, Philippines,
this 06 MAY of 2024 2024 personally appeared:

NAME
ERELYN L. VILLANUEVA
Business Development Associate
COSMIC

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
TIN ID NO. 241-771-576-0000
JUNE 11, 2008, BIR Office

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 eight (8) pages including 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. 395
Page No. 8
Book No. CXII/1
Series of 2024.

ATTY. GARY CAMITAN AURE

NOTARY PUBLIC, ROLL NO. 60777

PTR No. 152767 Issued on Jan. 2, 2024 until Dec. 31, 2024 Manila

IDP Lifetime No. 14509 Issued on Feb. 2, 2016

Commission No. 2023-010 Issued on Nov. 10, 2022 Effective Jan. 1, 2023 Until Dec. 31, 2024/Manila

MCLE No. VII-001049 Issued on Nov. 20, 2019 Valid Until April 14, 2025 Pasig City

Office Address: L2F1 Upper Ground Floor, Burgundy Transpacific Place,
2444 A. Taft Avenue, Malate, Manila 1004