



**PROJECT:** Supply, Delivery, and Maintenance of DCP Package Batch  
 2022-03: Laptop for Teaching Package  
**CONTRACT NO.:** 2023c-ICTS3(021)-BII-CB-037-C105

**CONTRACT**

**THIS CONTRACT** made and entered into this \_\_\_ day of <sup>DEC</sup> 29 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 16 November 2023 (hereto attached as Annex "A").

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

**WHEREAS, DEPED** invited bids for the laptop for teaching package consisting of 1 lot, and received bids from 8 bidders; **DEPED** opened, read, and evaluated bids and declared **CTI** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **CTI** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS THREE HUNDRED FOUR MILLION, NINE HUNDRED EIGHTY-NINE THOUSAND, TWO HUNDRED THIRTY PESOS 00/100 (PhP304,989,230.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
1	Laptop for Teaching Package	11,830	304,989,230.00

**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(021)-BII-CB-037** dated \_\_\_\_\_;
  - b. Philippine Bidding Documents;
    - i. General and Special Conditions of the Contract;
    - ii. Schedule of Requirements; and
    - iii. Technical Specifications;
    - iv. Bid Bulletin No.1 dated November 13, 2023, and Bid Bulletin No. 2 dated November 14, 2023;

*[Signature]*  
**R-JAY RAJAPILLO**  
 CTI Witness

*[Signature]*  
**PAUL G. CORTEZ**  
 CTI

*[Signature]*  
**MARVIN M. DELA CRUZ**  
 DEPED's Witness

*[Signature]*  
**ATTY. MICHAEL WESLEY T. POA**  
 DEPED

  
R. M. PABALLO  
CTI's Witness

- 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.

  
PAUL G. CORTEZ  
CTI

- 3. **CTI** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. 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.

  
MARVIN M. DELA CRUZ  
DEPED's Witness

- 4. The goods referred to in this Contract shall be delivered by **CTI** at Regional Offices and School Division Offices **stipulated in the Allocation List (Annex "C" of the Bidding Documents)** within **ONE HUNDRED TWENTY (120) calendar days from the Issuance of NTP or from the date indicated in the 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 thereof.

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.

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

- 5. **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.

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

- 6. **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.

7. The goods shall be inspected by the designated DepEd Inspectorate Team. **CTI** 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.

During Pre-Delivery Inspection DepEd will use the Sampling Technique to inspect at least 10% of the total quantity per lot.

8. 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 **CTI**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

9. 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 **CTI** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.

10. In case **CTI** encounters condition(s) impeding timely delivery of the goods, **CTI** 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 shall be promptly done in writing as soon as circumstances for such request have become apparent. **CTI** 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.

11. The Contract Price shall be paid to **CTI** in accordance with the following disbursement procedures:
- An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the Contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment;
  - CTI** may submit a request for payment based on the following:
    - Supplier's invoice showing goods' description, quantities of item delivered based on the schedule of deliveries and other relevant terms and conditions of the contract, unit price, and total amount; and
    - Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by CTI, as approved by duly authorized

DepEd representative, that the items have been delivered on/or properly installed and commissioned in accordance with the contract.

- iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **CTI**, duly signed and dated by the authorized representative of **DEPED** 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 payment, a minimum of 25% of the Contract Price shall be paid to **CTI** upon delivery of at least 25% of the goods duly inspected and accepted by the 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.

- 12. 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.

The Pre-delivery inspection team shall also inspect additional one percent (1%) of the total number of packages allocated in the event that any of the items are defective.

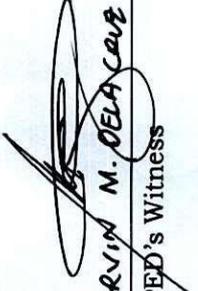
- a. A three (3)-year warranty comprehensive and onsite warranty for the whole IT Equipment package. The three (3)-year period for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.
- b. A longer warranty period shall be applied to the following goods:

Item	Warranty Period
Laptop device Batteries	1 Year
Laptop Headsets	1 Year
Optical Mouse for Laptops	1 Year
Laptop hardware components including power cables, and for operation and maintenance of all licensed software products.	3 Years

- c. Replacement and/or repair of the goods may be requested within the

  
**R. JAY PA JARILLO**  
 CTI Witness

  
**PAUL G. CORTEZ**  
 CTI

  
**MARVIN M. DELA CRUZ**  
 DEPED's Witness

  
**ATTY. MICHAEL WESLEY T. POA**  
 DEPED

aforementioned warranty period. Replacement of the goods shall be made by the Supplier within seven (7) calendar days upon claim or request therefor. Repair of the goods shall be made within three (3) calendar days upon claim or request therefor.

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.

13. 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.
14. 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.
15. **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.
16. 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.

  
R. JAY P. ABILLO  
CTI Witness

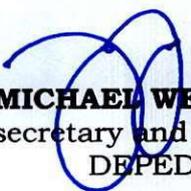
  
PAUL G. CORTEZ  
CTI

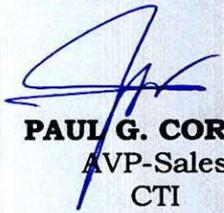
  
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DEPED's Witness

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

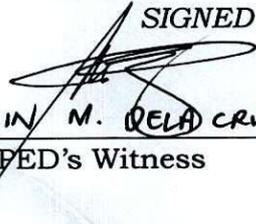
**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

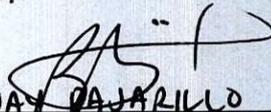
*SIGNED, SEALED AND DELIVERED BY:*

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

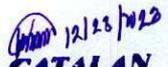
  
**PAUL G. CORTEZ**  
AVP-Sales  
CTI

*SIGNED IN THE PRESENCE OF:*

  
**MARVIN M. DELA CRUZ**  
DEPED's Witness

  
**R. JAY BAJARILLO**  
CTI's Witness

*CERTIFIED FUNDS AVAILABLE: ₱ 904, 989, 980.00*

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant

Chief Accountant

*12/23/23*  
*12/28*

*12/28*  
EIB

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_ day of \_\_\_\_\_ 2023 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 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. 41 ;  
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:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID</b> <i>(Number, Issued On, Issued By)</i>
<b>PAUL G. CORTEZ</b> AVP-Sales CTI	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. 35 ;  
Page No. 7 ;  
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