



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
<https://www.deped.gov.ph/>



PROJECT: Mass Production, Supply, Distribution, Configuration, Testing, Commissioning, Training, and Maintenance of TVL Tools and Equipment Packages to Public Senior High Schools (Various Tools and Equipment) - FY 2024
CONTRACT NO.: 2024-BLR4(001)-BV-CB039-C291

CONTRACT

THIS CONTRACT is made and entered into this 7th day of April 2025 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Curriculum and Teaching, **GINA O. GONONG**, as per DepEd Order No. 017, s. 2024 dated 4 December 2024 and DepEd Order No. 001, s. 2025 dated 17 January 2025 (hereinafter referred to as "**DEPED**"); and **COSMIC TECH NOLOGIES INCORPORATED JV OMNIBUS BIO-MEDICAL SYSTEMS, INC.**, represented herein by its Authorized Representative, **CHARLESTON C. TEE**, with office address at 901 Apacible St., corner Leon Guinto St., Ermita, Manila (hereinafter referred to as "**COSMIC JV OMNIBUS**", as per Omnibus Sworn Statement dated October 07, 2024 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the Mass Production, Supply, Distribution, Configuration, Testing, Commissioning, Training, and Maintenance of TVL Tools and Equipment Packages to Public Senior High Schools (Various Tools and Equipment) - FY 2024 consisting of three (3) lots, and received bids from four (4) bidders for Lot No. 2; **DEPED** opened, read, and evaluated the bid and declared **COSMIC JV OMNIBUS** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **COSMIC JV OMNIBUS** as the Lowest Calculated and Responsive Bid in the sum of **PHILIPPINE PESOS TWENTY NINE MILLION, SEVENTY-EIGHT THOUSAND, FOUR HUNDRED AND 00/100 (PhP29,078,400.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description/Items	Quantity	Amount (in PhP)
2	Refrigerators		29,078,400.00
	1 Refrigerator	1,398	

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 (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. **2024-BLR4(001)-BV-CB-039** dated 20 November 2024;
 - b. Philippine Bidding Documents;

CLIFFERD B. CAKES
COSMIC JV OMNIBUS' Witness

CHARLESTON C. TEE
COSMIC JV OMNIBUS

APRIL DELSON AGAY D. CAWILAN
DEPED's Witness
Bureau of Learning Resources

GINA O. GONONG
DEPED


CLIFFORD B. CURES
COSMIC JV OMNIBUS' Witness


CHARLESAPON C. TEE
COSMIC JV OMNIBUS


ARIZ NELSON
DEPED'S Witness
Bureau of Learning Resources


GINA O. GONZONG
DEPED

- i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications; and
 - iv. Bid Bulletin No. 1 dated September 30, 2024; Bid Bulletin No.2 dated October 01, 2024; Bid Bulletin No. 3 dated October 07, 2024; and Bid Bulletin No. 4 dated October 24, 2024.
- c. **COSMIC JV OMNIBUS'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 JV OMNIBUS's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **COSMIC JV OMNIBUS** 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 JV OMNIBUS** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award (NOA) in the amount prescribed therein and in accordance with Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **COSMIC JV OMNIBUS** is in default of any of its obligations under this Contract. **COSMIC JV OMNIBUS** 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 JV OMNIBUS** at the **Recipient Schools Offices** within **ONE HUNDRED EIGHTY (180) CALENDAR DAYS** from the date of receipt of the Notice to Proceed (NTP). **COSMIC JV OMNIBUS** shall ensure that the goods will be delivered in accordance with the Section VI. Schedule of Requirements and Allocation List, 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 the **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 15 of this Contract.

5. **DEPED** shall have the right to visit and inspect **COSMIC JV OMNIBUS's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **COSMIC JV OMNIBUS'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 Team, as may be necessary or applicable.


CLIFFORD S. CURES
COSMIC JV OMNIBUS' Witness


CHARLESTON C. TEE
COSMIC JV OMNIBUS


ARVY DELACRUZ
DEPED's Witness
Bureau of Learning Resources


GINA O. GONG
DEPED

6. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract at no extra cost to **DEPED**, at any time or stage of contract implementation. Prior to and for purposes of inspection, **COSMIC JV OMNIBUS** shall ensure convenient access to the goods for inspection. **COSMIC JV OMNIBUS** 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. **COSMIC JV OMNIBUS** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and submitted in accordance with Special Conditions of Contract (SCC) Clause 4 of the Bidding Documents.
8. The goods must conform to and comply with the standards mentioned in Sections V (Special Conditions of the Contract) and VII (Technical Specifications) 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 Bulletins, if any, based on the samples submitted by **COSMIC JV OMNIBUS**, 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 **COSMIC JV OMNIBUS** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
10. In case **COSMIC JV OMNIBUS** encounters condition(s) impeding timely delivery of the goods, **COSMIC JV OMNIBUS** 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 JV OMNIBUS**, shall be promptly done in writing as soon as circumstances for such request have become apparent, pursuant to RA No. 9184 and its revised IRR and other relevant issuances. **COSMIC JV OMNIBUS** must provide sufficient proof to support any request for work suspension and/or contract period extension. PROVIDED, that such request for work suspension and/or contract period extension shall be subject for approval of **DEPED**. PROVIDED FURTHER, that **COSMIC JV OMNIBUS** shall be liable for damages in the event that such request be proven to be frivolous or fraudulent. The grant of such request for extension shall be subject to the discretion of **DEPED** taking due consideration of the proof provided by the Supplier and/or other surrounding circumstances.

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 acceptance at the final destination through its authorized receiving personnel.

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

- a. **COSMIC JV OMNIBUS** 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 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 JV OMNIBUS**, duly signed, 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.

- b. Payment shall be made to **COSMIC JV OMNIBUS** within sixty (60) days after the date of acceptance of goods at the project site and upon submission of the documents specified in Special Conditions of Contract (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 **COSMIC JV OMNIBUS** upon delivery of at least 25% of the goods and acceptance of the same by an authorized representative of **DEPED**; and
 - ii. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods.

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 payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62.1 of RA 9184 and its Revised IRR.

- a. A one-year comprehensive warranty for the non-expendable goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by **DEPED** that the delivered goods have been duly inspected and accepted.
- b. A longer warranty period shall be applied to the following items:

Item	Warranty Period
Refrigerator	At least one (1) year on parts and two (2) years service

- c. **COSMIC JV OMNIBUS** shall replace and/or repair the goods that may be requested within seven hundred twenty (720) calendar days for non-expendable goods, and three hundred sixty (360) calendar days for expendable goods, from the date of acceptance of goods by **DEPED**.

[Handwritten Signature]
 CLIFFORD B. CUREG
 COSMIC JV OMNIBUS' Witness

[Handwritten Signature]
 CHARLESTON C. TEE
 COSMIC JV OMNIBUS

[Handwritten Signature]
 ADIV DELSON CAY D. CAWILAN
 DEPED's Witness
 Bureau of Learning Resources

[Handwritten Signature]
 GINA O. GONGONG
 DEPED

Replacement and/or repair of the goods shall be made within thirty (30) calendar days upon claim or request therefore. The replacement goods shall be subject to re-inspection.

In case **COSMIC JV OMNIBUS** opts for retention money, the amount shall be released at the expiration of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.


CLIFFORD B. CUREG
COSMIC JV OMNIBUS' Witness

13. Ownership, title, rights, and interest with respect to the contents of the user manuals including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **COSMIC JV OMNIBUS** hereby irrevocably waives any claim thereto. **COSMIC JV OMNIBUS** shall not, in any manner or for any purpose, use the contents of the user 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.


CHARLESTON C. TEE
COSMIC JV OMNIBUS

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.


ARIZ NELSON ARAY D. CAWILAN
DEPED's Witness
Bureau of Learning Resources

15. **COSMIC JV OMNIBUS** 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 JV OMNIBUS**, or collect from any of the securities or warranties posted by **COSMIC JV OMNIBUS**, 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 exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation, in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

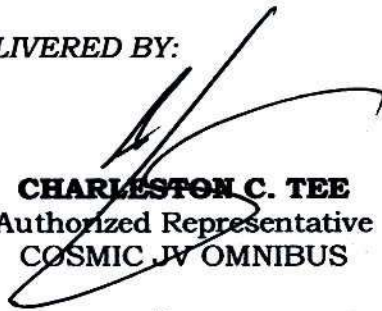

GINA O. GONING
DEPED

In case of failure to settle amicably, the **PARTIES**, without herein waiving the benefit of immunity from suit, if any, shall, whenever permit submit the dispute to the appropriate courts of Pasig City, to the exclusion of all other venues.


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.

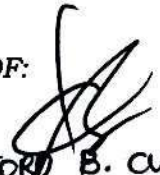
SIGNED, SEALED AND DELIVERED BY:


GINA O. GONONG
Undersecretary
Curriculum and Teaching
DEPED


CHARLESTON C. TEE
Authorized Representative
COSMIC JV OMNIBUS

SIGNED IN THE PRESENCE OF:


ARIZ DELSON
CAY D. CAWILAN
DEPED's Witness
Bureau of Learning Resources


CLIFFORD B. CUREG
COSMIC JV OMNIBUS' Witness

CERTIFIED FUNDS AVAILABLE: ₱29,078,400.-


WILMA P. ECALNIR
Accountant IV
OIC, Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines,
this ____ day of APR 07 2025 2025 personally appeared:

NAME

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

GINA O. GONONG
Undersecretary
Curriculum and Teaching
DEPED

DEPED ID No. 16-329489-3

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

NOTARY PUBLIC
ATTY. GABRIEL SORIANO
NOTARY PUBLIC
COMMISSION NO. 65 UNTIL DECEMBER 31, 2026
44 KASAYAHAN STREET, KAWILIHAN VILLAGE, PASIG CITY
PTR No. 3020215-01/02/25-Pasig City
IBP OR No. 492537-01/02/25-IBP Rizal Chapter
ROLL NO. 31913
MCLE COMPLIANCE NO. VII-0002131/04-12-23

Doc. No. 159;
Page No. 33;
Book No. VII;
Series of 2025.

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in MANILA, Philippines,
this ___ day of 07 APR 2025 2025 personally appeared.

NAME

CHARLESTON C TEE
Authorized Representative
COSMIC JV OMNIBUS

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

NATIONAL ID
2716-9508-3072-5982

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 (exclusive of attachments), 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.

Doc. No. 462;
Page No. 8;
Book No. 164;
Series of 2025.

NOTARY PUBLIC
ATTY. NELSON H. MANALILI
Notary Public Until 12-31-2025
Commission No. 2024-021
IBP No. 487672 / 12-26-2024 (For 2025) / Manil
PTR No. 2041476 / 01-02-2025 / Manila
Roll of Attorneys No. 45757
MCLE Compliance No. VIII-0000943, 12-01-22 /
64 T.M. Kalaw Avenue, Ermita, Manila