



Republic of the Philippines
Department of Education
Cordillera Administrative Region

CONTRACT AGREEMENT

THIS AGREEMENT, made this JUN 01 2022 day of _____, _____ between **DEPARTMENT OF EDUCATION-CORDILLERA ADMINISTRATIVE REGION (DepEd- CAR) Regional Office**, Wangal, La Trinidad, Benguet (*hereinafter called the "Entity"*) and **GAP IMPORT AND EXPORT CORPORATION**, Warehouse 5 Phase 2, Century Commercial Complex 394 Paliparan Rd. Brgy. Salawag, Dasmariñas, Cavite (*hereinafter called the "Supplier"*).

WHEREAS, the Entity invited Bids for Certain goods and ancillary services, particularly for the project: "SUPPLY AND DELIVERY OF ANDROID TABLETS" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **THREE MILLION EIGHT HUNDRED TWENTY NINE THOUSAND, ONE HUNDRED SIXTY SEVEN PESOS ONLY (Php 3,829,167.00)**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively as are respectively assigned to them in the Conditions of Contract hereinafter 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 integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security; ✓
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently**



Address: Wangal, La Trinidad, Benguet, 2601
Telephone No: (074) 422 - 1318 | Fax No.: (074) 422-4074
Website: www.depedcar.ph | Email Address: car@deped.gov.ph

DepEd-CAR: Weaver of HOPE and Transformation
"Holistic Opportunities for all to be Performing and Excellent
Cordilleran Learners"

Witness for GAP IMPORT AND EXPORT CORPORATION

ANDREW LINO J. COMBATE
CEO, GAP IMPORT AND EXPORT CORPORATION


ROSITA C. AGNASI
End User

ESTELA P. LEON-CARIÑO
Regional Director, DepEd- CAR

required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. The contract duration or completion period shall be **within 45 calendar** days from receipt of the Notice to Proceed;
4. In consideration for the sum of **THREE MILLION EIGHT HUNDRED TWENTY NINE THOUSAND, ONE HUNDRED SIXTY SEVEN PESOS ONLY (Php 3,829,167.00)** or such other sums as may be ascertained, COMIAS FURNITURE GENERAL MERCHANDISE AND SERVICES agrees to provide the following furniture's and fixtures in accordance with his/her/its Bid;

	Specifications	Quantity	Unit
1	<p>Android Tablets Network4G LTE; WIFI;</p> <p>Body: 550 gms; Nano-SIM; with aluminum back and frame; glass front</p> <p>Display: 10.1 inch HD (1920 x 1200) IPS Display; 224ppi Operating System: Android 11</p> <p>Chipset: Octacore 2.0; MediaTek Helio P22 (12 nm; 8x2.0 GHz Cortex-A53)</p> <p>CPU: Octacore 2.0; MediaTek Helio P22 (12 nm; 8x2.0 GHz Cortex-A53)</p> <p>GPU: Mali G52; 950 (Boost) MHz; 12nm technology; supports all modern graphics APIs like OpenGL ES 3.2, Vulkan 1.0, OpenCL 2.0 and Renderscript</p> <p>Memory: with microSD card slot; 4GB RAM and 64GB Internal storage</p> <p>Main Camera: 13MP Back with Auto Focus; 8MP Front Front Camera: 2MP</p> <p>Sound: with stereo speakers; with 3.5mm jack</p> <p>Comms: AC Dual Band WIFI; Bluetooth 5.0</p>	333 ✓	Units


Witness for COMIAS FURNITURE GENERAL MERCHANDISE AND SERVICES CORPORATION


ANDREW LIMOJ. COMBATE
CEO, COMIAS FURNITURE GENERAL MERCHANDISE AND SERVICES CORPORATION


ROSITA C. AGNASI
End User


ESTELA P. LEON. CARIÑO
Regional Director, DepEd- CAR

	GPS: with A-GPS, GLONASS, BDS, GALILEO USB: with USB Type-C 2.0 Sensors: with accelerometer and compass Battery: 7000 mAh Blue Rubber case with stand- with San Disk 128 GB Micro ease of deployment system with 2 year subscription license: Mobile Guardian		
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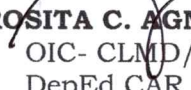
4. The DepEd- CAR agrees to pay the above-mentioned sum upon full delivery of the above listed items.

5. A warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of the contract amount, or a special bank guarantee equivalent to five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

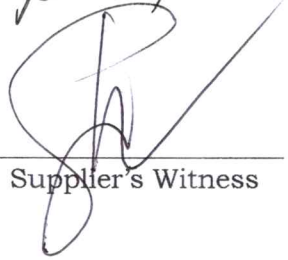
IN WITNESS whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.


ESTELA P. LEON- CARIÑO
 Regional Director
 DepEd-CAR Regional Office


ANDREW LINO J. COMBATE
 CEO, GAP IMPORT AND EXPORT CORPORATION


ROSITA C. AGNASI
 OIC- CLMD/ End User
 DepEd CAR

WITNESSES:



 Supplier's Witness

Supply and Delivery of Android Tablets (333 Units)

REPUBLIC OF THE PHILIPPINES
BACOR CITY, CAVITE
DONE: _____

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in BACOR CITY, CAVITE, Philippines, this _____ day of JUN 01 2022, 2021 personally appeared:

Name	Proof of Identity
ESTELA L. CARIÑO	
ANDREW LINO J. COMBATE	PDL NO. N26-09-011389 2023/01/02 LTO: D02

exhibited to me competent evidence of their identities written beside their names, 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 free act and voluntary deed.

This Contract consisting of three (4) pages including the page on which this acknowledgment is written, have been signed by the parties and their instrumental witnesses on each and every page hereof.

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

Doc. No. 342

Page No. 070

Book No. 099

Series of 2022.

RAMEL A. AGUINALDO

Notary Public

My Commission No. 2018-15 expires on June 30, 2022

PTR#2273715, 01/08/2022, Cavite Province

IBP#192160, 01/24/2022, Cavite Chapter

MCLE No. VI-0001262 dated 12-05-2018 / Roll No. 37568

TIN: 156-188-831 / (+63464773787)

AGUINALDO & AGUINALDO-BALUYA LAW OFFICES

2F RFC Mall, Moline 2, Bacoor City, Cavite

Witness for GAP IMPORT AND EXPORT CORPORATION

ANDREW LINO J. COMBATE
CEO, GAP IMPORT AND EXPORT CORPORATION

ROSITA C. AGNASI
End User

ESTELA P. LEON-CARIÑO
Regional Director, DepEd- CAR