



CONSULATE GENERAL OF THE REPUBLIC OF THE PHILIPPINES
菲律賓共和國駐澳門特別行政區總領事館
MACAU SAR

NOTICE TO PROCEED

COSMOS INTERNATIONAL FREIGHT LTD.

Avenida de Venceslao de Morais, No. 149,
Edf. Ind. Keck Seng 5 Andar G, Macau SAR

Attention: MS. LOK IN LAM (TIFFANY LAM)
Authorized Representative

Madam:

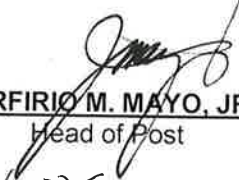
The attached Contract having been executed and, pursuant to the Notice of Award dated 15 February 2022 issued by the Commission on Elections; notice is hereby given that you can now proceed with the Contract Agreement entitled "Contract for the Courier Service for the Shipment of Election Materials and Paraphernalia Used in the 2019 National and Local Elections and Previous Years from the Philippine Consulate General in Macau SAR to the Commission on Elections, Philippines" under BAC Resolution No. 02-2022 dated 26 January 2022. This Notice is issued in accordance with the requirements of Republic Act No. 9184 otherwise known as the "Government Procurement Reform Act of 2003".

Particular	Quantity	Price	Total Amount (USD)	Total Amount (Php)
Courier and packaging services (via sea cargo) of the election equipment, paraphernalia, records and materials used in the 2019 National and Local Elections and previous years from Macau SAR to the Commission on Elections (COMELEC), Philippines	1 Lot	HKD30,000.00	\$3,846.15	₱194,038.37
TOTAL			\$3,846.15 (USD1:HKD7.8)	₱194,038.37 (USD1:PHP50.45)


Please take note of your obligations as a Service Provider, particularly the period of delivery which is within twenty (20) calendar days upon receipt of Notice to Proceed (NTP).

Kindly acknowledge receipt and accept this notice by signing both copies in the space provided below. Keep one copy and return the other copy to the Bids and Awards Committee, through the Head of the Secretariat.

23 FEB 2022, Macau SAR.


PORFIRIO M. MAYO, JR.
Head of Post

I acknowledge receipt of this Notice on 23/2/2022


MS. LOK IN LAM (TIFFANY LAM)
Signature over printed name
Authorized Representative of the Supplier

Units 1404-1406, 14/F AIA Tower, Nos. 251 A-301, Avenida Comercial De Macau, Macau SAR
Tel: (853) 28757111 Fax: (853) 28757227

Website: www.macaupcg.dfa.gov.ph Email: macau.pcg@dfa.gov.ph



CONSULATE GENERAL OF THE REPUBLIC OF THE PHILIPPINES
菲律賓共和國駐澳門特別行政區總領事館
MACAU SAR

CONTRACT FOR THE COURIER SERVICE FOR THE SHIPMENT OF ELECTION MATERIALS AND PARAPHERNALIA USED IN THE 2019 NATIONAL AND LOCAL ELECTIONS AND PREVIOUS YEARS FROM THE PHILIPPINE CONSULATE GENERAL IN MACAU SAR TO THE COMMISSION ON ELECTIONS, PHILIPPINES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into this 23 FEB 2022 in Macau SAR, by and between the:

PHILIPPINE CONSULATE GENERAL IN MACAU SAR, (hereinafter referred to as "CONSULATE"), with principal office address at Units 1404-1406, 14/F AIA Tower Avenida Comercial de Macau, Macau SAR China, represented by its Consul General, H.E. Porfirio M. Mayo, Jr., in accordance with the delegated authority granted by the Commission on Elections (COMELEC) for the conduct of the procurement procedure and signing of the Contract and Notice to Proceed (NTP) conveyed in COMELEC-OFOV's letter to DFA OVS Secretariat dated 24 September 2021

--- and ---

COSMOS INTERNATIONAL FREIGHT LTD, (hereinafter referred to as "SERVICE PROVIDER"), with principal address at Avenida de Venceslau de Moraes, No. 149 Edf. Ind. Keck Seng 5 Andar G, Macau SAR, represented by Ms. Lok In Lam (Tiffany Lam), who is duly authorized to enter into this contract as the company's Operation Officer.

The Philippine Consulate General in Macau SAR and the Service Provider shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, the Philippine Consulate General in Macau SAR wishes to obtain the Services of Service Provider;

WHEREAS, the Service Provider has the skills, qualifications, and expertise required to provide the Services to the Philippine Consulate General in Macau SAR;

WHEREAS, the Service Provider wishes to render such Services to the Philippine Consulate General in Macau SAR.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

- 1.1. "COMELEC" refers to the Commission on Elections.

- 1.2. "Contract Price" refers to the price payable to the Service Provider under this Contract for the full and proper performance of its contractual obligations.
- 1.3. "Contract" refers to this agreement by and between the Philippine Consulate General in Macau SAR and the Service Provider, together with all its Annexes for this Project.
- 1.4. "Commencement Date" shall be used to refer to the date the Service Provider begins work on the Services for the Philippine Consulate General in Macau SAR. The Commencement Date shall be the date of service requested by the Philippine Consulate General in Macau SAR and accepted by the Service Provider.
- 1.5. "Completion Date" shall be used to refer to the date that the Service Provider will complete or cease the provision of Services to the Philippine Consulate General in Macau SAR. The Completion Date is currently unknown, and for the purposes of this Agreement, will mean the date in the future that the Service Provider has completed the rendering of all services to the Philippine Consulate General in Macau SAR.
- 1.6. "Day" refers to calendar day.
- 1.7. "Delay" refers to the time difference or interval between the date when the goods and/or services are supposed to be delivered as specified under the contract and the date when the same are actually delivered for any reason whatsoever even without demand on the part of the Philippine Consulate General in Macau SAR.
- 1.8. "Effectivity Date" of the Contract will be the date of receipt by the Service Provider of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall reckon from the Effectivity Date of this Contract.
- 1.9. "Services" refer to those general support services such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Service Provider covered under the Contract.
- 1.10. "Technical Requirements" refer to the technical bid submitted by the Service Provider during the bidding process for the Project to prove its eligibility.

Article 2 - EFFECTIVITY:

- 2.1. The Contract shall immediately take effect upon the Signing of the Contract of both Parties and Receipt by the Service Provider of the Notice to Proceed.
- 2.2. The term of this Contract begins from the Effectivity Date until its execution and completion of the delivery of cargoes and submission of documents listed in Article 3 no. 3.9, without prejudice to the surviving provisions of this Contract including the warranty provision as prescribed in Article 9.

Article 3 - SCOPE OF THE PROJECT:

- 3.1. Forward deployment via sea cargo of all election-related equipment, paraphernalia, forms and supplies used in the 2019 National and Local Elections and previous years to the Commission on Elections in the Philippines, particularly:
 - a. Ballot boxes
 - b. Unused mailed ballots
 - c. Unused election materials/paraphernalia
 - d. Unserviceable laptops, printer, and other computer peripherals
- 3.2. The Consignee shall be the COMELEC.
- 3.3. Cargoes shall be picked-up from the Philippine Consulate General in Macau SAR with office address located at 1404-1406, 14F AIA Tower, Avenida Comercial de Macau, Macau SAR between 0900H to 1700H, Mondays to Thursdays.
- 3.4. The Service Provider shall pack properly the cargoes from the Philippine Consulate General in Macau SAR in accordance with its nature, and packing and shipping standards.
- 3.6. The Service Provider shall provide an all-inclusive end-to-end service based on generally accepted international standards.
- 3.7. Delivery of cargoes shall be made to the COMELEC Central Warehouse located at *Km. 43 Tagaytay-Sta. Rosa Road, Brgy. Pulong Sta. Cruz, Sta. Rosa City, 4026 Laguna, Philippines.*
- 3.8. Release of cargoes shall be made only to the addressee or to its authorized representative.
- 3.9. Submit to the Philippine Consulate General in Macau SAR within thirty (30) calendar days, reckoned from the Consulate's dispatch the following:
 - Delivery Status Report and Delivery Receipts duly acknowledged by the addressee or his/her authorized representatives, with signature over his/her printed name as proof that the addressee has received the cargoes;
 - Other reports and relevant documents as may be required by the Philippine Consulate General in Macau SAR.

Article 4 - DELIVERY TERMS AND CONDITIONS:

- 4.1. The Service Provider agrees to strictly follow the instructions of the Philippine Consulate General in Macau SAR in the performance of its obligations and responsibilities under this Contract, the Terms of Reference (TOR), as well as any subsequent agreement that may be reached by the parties in furtherance of the Consulate's shipment requirements.

- 4.2. The Service Provider shall exercise extraordinary diligence in the handling and delivery of all cargoes. Any loss or damage to the shipments is subject to the pertinent provisions of this Contract.
- 4.3. The classification and quantity of the cargoes to be shipped out, the chargeable weights, destination, and other material details required to be declared/manifested in the Bill of Lading (BL) shall be the exclusive concern of COMELEC. All other matters shall be governed by the Service Provider's waybills.
- 4.5. The Service Provider shall give priority to this shipment, and shall ensure that the same are delivered on time, intact and undamaged, to the consignee specified in the BL.
- 4.6. The Service Provider shall use the cheapest but fastest means of transportation. However, in case of urgency, the Service Provider may, subject to prior approval of the COMELEC via the Philippine Consulate General in Macau SAR, employ all the necessary means, including transport by air or diversion of routes, to ensure that shipments shall arrive at intended destination on time.
- 4.7. Failure of Service Provider to employ the most economical means of transportation as warranted by circumstances, or if it has misrepresented in its urgent or instant request to divert route/s, specifically if it is detrimental to the interest of the Philippine Consulate General in Macau SAR and COMELEC, the latter shall be entitled to reimbursement of the difference in the rate/charge if the same were transported by the most economical mode of transport (land or sea). This is without prejudice to civil and/or criminal actions that may be taken against the Service Provider and *motu proprio* termination of any existing contract or agreement with the Philippine Consulate General in Macau SAR.
- 4.8. The Service Provider shall be precluded from:
 - a. Bumping off cargoes in favor of other clients;
 - b. Refusing to deliver the cargoes, unless due to force majeure or fortuitous event;
 - c. Exercising stoppage in transit or other analogous circumstance, which would halt any cargoes in transit from proceeding to its destination, except in case of fortuitous event or force majeure.
- 4.9. Upon the effectivity of this Contract, the Service Provider shall deliver to the Philippine Consulate General in Macau SAR the following:
 - i. an accurate, regular and timely cargo monitoring system or tracking device to regularly and frequently up-date the Philippine Consulate General in Macau SAR of all movements; and
 - ii. an efficient means of updating the Philippine Consulate General in Macau SAR such as a valid and active e-mail account and a website where the Consulate's representative could conveniently and accurately monitor the movements of cargoes;

- 4.10. The parties agree that this Contract, as well as its annexes, is subordinate to the rules and regulations which may be imposed from time to time by the government regulatory bodies pertaining to the shipment and transportation of goods.

Article 5 – CONTRACT PRICE AND PAYMENT:

- 5.1. COMELEC shall pay the Service Provider for its services actually rendered. Such payment shall not exceed Service Provider's financial offers for this deployment project in the total amount of Thirty Thousand Hong Kong Dollars (HKD30,000.00), inclusive of all other applicable taxes and all expected bank charges.
- 5.2. For purposes of claiming payments, the all in rates of Service Provider are fixed and not subject to variation or price escalation on any account.
- 5.3. COMELEC shall pay the Service Provider 50% of the total Contract Price upon acceptance and signing of the contract and the remaining 50% balance of the payment shall be made before the moving date of the cargoes, in accordance with the Terms of Reference (TOR), hereby attached as Annex A, which is based on the standard business practice in Macau SAR.
- 5.4. All payments shall be based on the rates and parameters stated in this Article.
- 5.5. For purposes of determining claims to loss of shipment, the value indicated in the BL shall be controlling.
- 5.6. The Service Provider shall be entirely responsible for all the applicable taxes, duties, license fees, and such other levies imposed for the completion of this Contract.
- 5.8. The Mode of Payment shall be through the Electronic Modified Disbursement System (eMDS) to the Service Provider's account provided below. It shall be through Authority to Debit Account prepared by COMELEC.

Account Name	Cosmos International Freight Ltd.
Bank:	Industrial and Commercial Bank of China (Macau) Limited
Account Number	0119100200009719501
Swift Code:	ICBKMOMX

Article 6 – RESPONSIBILITIES OF THE CONSULATE:

- 6.1. During the provision of the Services, the Consulate hereby agrees to:
- a. Cooperate with the Service Provider for anything the Service Provider may reasonably require;

- b. Provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services; and
- c. Require any staff or agents of the Consulate to co-operate with and assist the Service Provider as the Service Provider may need.

Article 7 – RESPONSIBILITIES OF THE SERVICE PROVIDER:

- 7.1. The Service Provider hereby agrees to provide the Philippine Consulate General in Macau SAR the service as described in Article 3 (Scope of the Project) of this Contract and the Terms of Reference (TOR).
- 7.2. The Services to be performed shall be done with utmost efficiency and care in accordance with the TOR.
- 7.3. The Service Provider shall not be liable for forfeiture of its security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Contract is the result of a force majeure or an event which the Service Provider could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Service Provider.

Force majeure may include acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor disputes, and other analogous causes.

- 7.4. The liability of the Service Provider for any loss, theft, robbery, damage to the cargoes and for such similar circumstances shall be governed by the pertinent provisions of the Civil Code of the Philippines, other relevant laws and this Contract and of the TOR. The Service Provider shall immediately notify the Philippine Consulate General in Macau SAR not later than three (3) hours upon discovery of such loss, theft, robbery or damage.

Article 8 – RESPONSIBILITIES OF THE COMELEC:

- 8.1. COMELEC agrees to pay the Service Provider the Contract Price in accordance with the mode and terms of payment set forth in Article 5 of this Contract.
- 8.2. Whenever the performance of the obligations under this Contract requires the Service Provider to obtain permits, approvals, import, and other licenses from local public authorities, the COMELEC shall, if so, needed by the Service Provider, make its best effort to facilitate and/or to assist the Service Provider in complying with such requirements in a timely and expeditious manner.

Article 9 – WARRANTIES:

- 9.1. The Service Provider represents and warrants that it will perform the Services using reasonable care and skill for a Service Provider in their field and that any end products or materials given by the Service Provider to the Philippine Consulate General in Macau SAR under the terms and conditions of this Contract will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 10 – ENTIRETY AND MODIFICATION OF CONTRACT:

- 10.1. Subsequent memoranda, letters of instruction, agreements and all communications coming from the Parties shall form part and parcel of this Service Contract.
- 10.2. This contract cannot be altered, modified, amended, changed, extended, waived or terminated, except in writing and signed by both Parties.

Article 11 – TIME FOR PERFORMANCE:

- 11.1. Time shall be of the essence for the performance by the Service Provider of its obligations under the Contract. Any dates, periods or times for performance specified in the Contract are to be met, and in default, the Service Provider will be in breach of the Contract.

Article 12 – TERMINATION:

- 12.1. This Contract may be terminated by either party, upon notice in writing to the Philippine Consulate General in Macau SAR:
- a. If the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
 - b. If the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
 - c. If the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.
- 12.2. This Contract may be terminated by the Service Provider if the COMELEC fails to pay any requisite fees within fifteen (15) days after the date they are due as stated in Article 5 of this Contract. If this Contract is terminated before the expiration of its natural term, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by the Service Provider related to the rendering of Services prior to the date of termination. Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Contract

or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Contract which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 13 – DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE:

- 13.1. All documents that the Service Provider shall receive from the Philippine Consulate General in Macau SAR in the course of the Project are deemed confidential information. In the event that the Service Provider receives information from the Philippine Consulate General in Macau SAR which contains personal information and sensitive personal information, it shall comply with the relevant provisions of the Data Privacy Act of 2012.
- 13.2. The Service Provider shall keep all confidential information secret and shall not disclose said confidential information except to those personnel involved in this Project. Such personnel are bound by obligations of confidentiality no less effective than those contained in this Contract and applicable law and rules.
- 13.3. The Service Provider shall use the confidential information only to the extent necessary in connection with the purpose of the Project.
- 13.4. The Service Provider shall use the standard under the Data Privacy Act of 2012 to establish and maintain satisfactory security measures to safeguard the confidential information from unauthorized access or use.
- 13.5. The Service Provider undertakes not to make or have made any copy, record or duplication of any of the confidential information or reduce it into writing or in any medium if disclosed orally, without the prior written consent of the COMELEC through the Philippine Consulate General in Macau SAR, except to the extent that is reasonably necessary for the Project.
- 13.6. The Service Provider shall be liable for inadvertent, deliberate or unauthorized disclosure and improper use of confidential information under pertinent laws and rules.
- 13.7. All confidential information of the COMELEC, including any copies, thereof, shall remain to be its property and shall be promptly returned by the Service Provider upon the termination of this Contract. Upon such termination, all copies made by the Service Provider of the confidential information shall be promptly sent by the Service Provider to the COMELEC through the Philippine Consulate General in Macau SAR.
- 13.8. All proprietary rights in the confidential information of the COMELEC shall remain vested in it. The confidentiality obligations contained herein shall remain in force even after the termination of this Contract. In no case shall the Service Provider retain any copy of the confidential information.

Article 14 - SETTLEMENT OF DISPUTES:

- 14.1. If any dispute shall arise between the Parties in connection with or arising out of this Contract, the Parties shall make every effort to resolve amicably such dispute by mutual consultation.
- 14.2. If after thirty (30) days, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 14.3. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Article shall be settled by arbitration by an arbitral tribunal composed of three (3) arbitrators. The first arbitrator will be appointed by the Party giving notice of its intention to commence arbitration, the second arbitrator, except for the case as specified hereinafter, will be appointed by the other party within fifteen (15) days after the date on which the latter has received notice of arbitration, and the third arbitrator, who will act as Chairman of the arbitral tribunal, will be designated by mutual agreement of the two arbitrators already appointed by the Parties within fifteen (15) days after the appointment of the second arbitrator or, failing such agreement, by the President of the Dispute Resolution Centre, Inc. ("PDRCI"). The President of the PDRCI shall also designate: (i) the second arbitrator if the party receiving the notice of arbitration has failed to nominate the second arbitrator; and (ii) the replacement of any arbitrator who is unable or unwilling to accept the appointment or to continue acting as such. Arbitration may be commenced prior to or after the performance of the Services and the delivery of the Goods under this Contract.
- 14.4. In the case of a dispute between the Parties, the dispute shall be resolved in accordance with RA 9285, otherwise known as the Alternative Dispute Resolution Act of 2004. The arbitration proceeding shall be conducted within Metro Manila and the proceedings shall be conducted in English. The decision of the arbitral tribunal shall be final and binding upon the Parties.
- 14.5. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the COMELEC shall pay the Service Provider any monies due the Service Provider.

Article 15 - GENERAL PROVISIONS:

- 15.1. **GOVERNING LAW:** This Contract shall be governed in all respects by the laws of the Philippines and Macau SAR and any applicable law. Both Parties consent to jurisdiction under the law where this Contract is executed.
- 15.2. **LANGUAGE:** All communications made or notices given pursuant to this Contract shall be in the English language.

- 15.3. ASSIGNMENT: This Contract, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- 15.4. NO WAIVER: None of the terms of this Contract shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Contract between the Parties. No waiver of any term or provision of this Contract shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
- 15.5. SEVERABILITY: If any provision of this Contract is declared illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and consistent with the intentions of the Project. The rest of this Contract that is not materially affected by such declaration shall subsist.
- 15.6. NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Contract shall be in writing and shall be sent by mail, or e-mail, to the address of the relevant Party set out at the head of this Contract, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

NAME	EMAIL ADDRESS
Philippine Consulate General in Macau SAR	macau.pcg@dfa.gov.ph
Cosmos International Freight Ltd.	tiffany.lam@cosmos.com.mo cosmo@macau.ctm.net

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives hereby sign this Contract this 23 FEB 2022 in Macau SAR.

Philippine Consulate General in Macau SAR

Cosmos International Freight Ltd.

By: H.E. PORFIRIO M. MAYO, JR.
Consul General and End-User Representative

By: MS. LOK IN LAM
Authorized Representative

WITNESSES



SUNDY TH A CORPUE









ENGAGEMENT OF COURIER SERVICE TO DELIVER ELECTION MATERIALS AND PARAPHERNALIA TO THE PHILIPPINES


TERMS OF REFERENCE

The Philippine Consulate General in Macau SAR (Macau SAR PCG) needs to engage the services of a qualified and licensed courier service provider which would ensure a faster, efficient and timely delivery of all election materials and paraphernalia used in the 2019 National and Local Elections and previous years to the Commission on Elections, Philippines.

ITEMS	REFERENCE	
I.	<p>SCOPE OF SERVICES</p> <p>The Service Provider shall, to the satisfaction of the Philippine Consulate General in Macau SAR, render, undertake and perform the following:</p> <ol style="list-style-type: none"> 1. Forward deployment via sea cargo of all election-related equipment, paraphernalia, forms, and supplies used in the 2019 National and Local Elections and previous years to the Commission on Elections in the Philippines on or before 31 January 2022, particularly: <ol style="list-style-type: none"> a. Ballot boxes b. Unused mailed ballots c. Unused election materials/paraphernalia d. Unserviceable laptops, printer, and other computer peripherals <p>(Detailed inventory attached as Annex A)</p> 2. Pack properly the cargoes from the Consulate in accordance with its nature, and packing and shipping standards. 3. Provide an all-inclusive end-to-end service based on generally accepted international standards. 4. Pick up the cargo from the Consulate located at 1404-1406, 14F AIA Tower, Avenida Comercial de Macau, Macau SAR between 0900H to 1700H, Mondays to Thursdays. 5. Delivery of cargoes to the COMELEC Central Warehouse located at Km. 43, Tagaytay-Sta. Rosa Road, Brgy. Pulong Sta. Cruz, Sta. Rosa City, 4026 Laguna, Philippines. 6. Release of cargoes shall be made only to the 	<p>STATEMENT OF COMPLIANCE</p>  <p align="right"><i>林果自</i></p> <p align="center"><i>Comply</i></p>

	<p>addressee or to its authorized representative.</p> <p>7. Submit to the Philippine Consulate General in Macau SAR within thirty (30) calendar days, reckoned from the Consulate's dispatch the following:</p> <p>a. Delivery Status Report and Delivery Receipts duly acknowledged by the addressee or his/her authorized representatives, with signature over his/her printed name as proof that the addressee has received the cargoes;</p> <p>b. Other reports and relevant documents as may be required by the Consulate;</p> <p>c. Billing/Statement of Accounts</p>	
II.	<p>MINIMUM QUALIFICATIONS</p> <p>1. The Service Provider must have a respectable track record in nationwide or international courier services.</p> <p>2. The Service Provider must offer domestic and international courier services.</p> <p>3. The Service Provider must be duly registered/licensed with Macau authorities.</p> <p>4. The Service Provider should have assigned point person that will handle the account and all the necessary transaction of the Consulate with the courier service provider.</p>	 <p>Comply</p>
III.	<p>DURATION OF ENGAGEMENT</p> <p>The Contract shall immediately take effect upon its execution and shall remain effective from date of signing of the contract until the completion of the delivery of cargoes and submission of documents listed in Section I.7.</p> <p>The Philippine Consulate General in Macau SAR reserves the right to terminate this Contract for any cause which may include failure of the Service Provider to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the tasks herein required in a manner acceptable to the Philippine Consulate General in Macau SAR or violation by the Service Provider of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.</p>	 <p>Comply</p>

IV.	<p>RESPONSIBILITIES OF THE COMELEC</p> <p>The COMELEC agrees to pay the Service Provider the Contract Price in accordance with the mode and terms of payment set for in this Contract.</p> <p>Whenever the performance of the obligations under this Contract requires the Service Provider to obtain permits, approvals, import, and other licenses from local authorities, the COMELEC shall, if so needed by the Service Provider, make its best effort to facilitate and/or to assist the Service Provider in complying with such requirements in a timely and expeditious manner.</p>	<p>Comply</p> 
V.	<p>TERMS AND MANNER OF PAYMENT</p> <p>As a standard business practice in Macau SAR, a deposit payment of 50% of the total amount, in Hong Kong Dollars (HKD), shall be made by the COMELEC to the Service Provider upon acceptance and signing of the contract and the payment of the balance before the moving date of the cargoes.</p> <p>COMELEC shall pay the Service Provider for its services actually rendered. Such payment shall not exceed Service Provider's financial offers for this project in the total amount of <u>Four Thousand US Dollars (USD 4,000.00) or Thirty-one Thousand Two Hundred Hong Kong Dollars (HKD31,200.00)</u>, inclusive of all other applicable taxes and all expected bank charges. For the purpose of claiming payments, the all-in rates of Service Provider are fixed and not subject to variation or price escalation on any account.</p> <p>Rates are "ALL IN" for all Cargoes such as freight, relevant taxes as may be applicable, subject to tax treatment on the exemption of this Commission from taxes and customs duties pursuant to RA 9369, insurance, handling fee, fuel, waybill issuance fees, and all other charges, fees or fiscal levies pertinent to this Project, shipment of cargoes, including manpower.</p>	<p>Comply</p> 
VI.	<p>APPROVED BUDGET FOR THE CONTRACT (ABC)</p> <p>The ABC for this Project is <u>Four Thousand US Dollars (USD 4,000.00) or Thirty-one Thousand Two Hundred Hong Kong Dollars (HKD31,200.00)</u>.</p> <p>The ABC is merely an estimate for budget purposes and does not entitle the winning bidder to claim the entire amount it offered during the bidding per lot or lots. Payments to the winning bidder shall be based on the <u>actual/exact total weight of delivered Cargoes up to two (2) decimal points, or the approved minimum weight,</u></p>	 <p>Comply</p>

	whichever is applicable, as indicated in the BL, to be multiplied by the all-in rate/s offered by such bidder during the submission of bids.	
VII.	CONFIDENTIALITY AGREEMENT The winning bidder shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon Notice of Award.	

NOTE:

Bidder must state compliance to each of the provision in the Terms of Reference/Technical Specifications. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.

Conforme:



[Signature/s]

Tiffany Lam

[Name of the Bidder/Bidder's Authorized Representative/s] Tiffany Lam

[Position] Operation Officer

[Date] 2022/1/20

28780899

Contact Number (Landline and/or Cellphone)

tiffany.lam@cosmos.com.mo / cosmo@macau.ctn.net

Email address

13482 SO

Business Permit Number or License No.

ANNEX A

2016 Election Materials and Paraphernalia				
Item/Description	Quantity	Unit/Boxes	Estimate d Weight (kg)	Dimension of Container in cubic centimeters (L x W x H)
List of voters, used election related communications and paraphernalia	---	1 box	12kg	37x20x24cm 17,760 cubic cm
Election Returns	84 envelopes	1 box	15kg	40x30x58cm
Official Ballots	12 envelopes			69,600 cubic cm
List of Seafarers	25 folders	1 box	15kg	45x45x35cm 70,875 cubic cm
Half-torn ballots	9 envelopes	1 box	20kg	48x39x28cm 52,416 cubic cm
Logbooks	2 pcs			
Unused envelopes	79 pcs			
Minutes of Personal Voting	3 envelopes			
Unused Secrecy Folder	95 pcs			
2019 Election Materials and Paraphernalia				
Item/Description	Quantity	Unit/Boxes	Estimated Weight (kg)	Dimension of Container in cubic centimeters (L x W x H)
Half-torn ballots	6,236 pcs	8 boxes	20kg/box	46x26x22cm each 210,496 cubic cm
Unused A12 - Paper Seal	266 pcs	1 box	15kg	53x50x20cm 53,000 cubic cm
Used/unused Secrecy folder	20 pcs			
Unused A16 - rejected ballots/unused official ballots	30 envelopes			
Unused A17 - Election Returns	132 envelopes			
Unused A18- & A18-A - minutes of voting and counting votes	40 envelopes			
Unused A18-C, A18-D, A18-E - Envelope for initialization report, audit log and precinct statistical report	54 envelopes			
Unused Election supplies – Plastic Security Seals, Security Seals with steel wire, Tie wrap for VCM	24 pcs 3 pcs 47 pcs			
Unused Thermal paper	48 pcs			
Unused pens	49 pcs			
A17-FTS - Envelope for counted FTS ballots, FTS election returns and other reports	10 envelopes	1 box	10kg	46x22x26cm
Cleaning sheet	35pcs			26,312 cubic cm

ANNEX A

Used Button key (3pcs)	10 sets			
Results of Election Returns	150 envelopes			
Results of Audit Log	23 envelopes			
Certified List of Overseas Voting	10 sets	1 box	15 kg	46x22x26cm 26,312 cubic cm
Printed ER - VVPAT receptacle -	3,762 pcs	4 boxes	1kg/box	38x30x25cm 114,000 cubic cm
VVPAT receptacle – spoiled ballot	2 pcs	1 box	1 kg	38x30x25cm 28,500 cubic cm
Sealed Ballot boxes (body and top cover)		4 boxes	50 kg/box	96x52x85cm 1,697,280 cubic cm
Unused Ballot boxes (including 1 partly damaged)		4 boxes	18 kg/box	96x52x77cm 384,384 cubic cm (if stacked together)
Top cover of the ballot boxes (including 5pcs partly damaged)		8 pieces	2kgs/piece	96x52x8cm 319,488 cubic cm (if stacked and zipped together)
INVENTORY OF UNSERVICEABLE PROPERTY				
Item/Description		Unit/Boxes	Estimated Weight (kg)	Dimension of Container in cubic centimeters (L x W x H)
COMPUTER LAPTOP ACER TRAVELMATE		1 box	20kg	48x40x39cm 74,880 cubic cm
COMPUTER LAPTOP ASUS A450 J SERIES				
COMPUTER LAPTOP LENOVO				
FINGER PRINT SCANNER SUPREMA REAL				
FINGER PRINT SCANNER SUPREMA REAL				
PORT HUB USB PORT HUB (7 PORTS)				
PORTABLE HARD DRIVE SEAGATE				
MOUSE				

ANNEX A

MOUSE				
PRINTER FUJIXEROX LASER M205B				
SIGNATURE PAD WACOM BAMBOO				
SIGNATURE PAD WACOM INTOUS CTL-480				
WEBCAM A4TECH 635K				
WEBCAM ATECH				
ESTIMATED TOTAL		37 packages	575 kgs	