Republic of Philippines

DEPARTMENT OF EDUCATION



DepEd Complex, Meralco Avenue, Pasig City Trunk Line (02) 632-13-61, Website

PROJECT:

Procurement of DCP Packages

CONTRACT NO.:

2020-ICTS3(002)-ВІІ-СВ005-С<u>02</u>4

CONTRACT AGREEMENT

FEB 1 0 2021]

DepEd and JV OF REDDOT & CREATIVE LABS are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the procurement of DCP Packages consisting of four (4) lots, and received bids from eight (8) bidders; DepEd opened, read, and evaluated the bids of the eight (8) bidders, and, after evaluation, DepEd post-qualified and declared the bid of JV OF REDDOT & CREATIVE LABS as the lowest calculated responsive bid for LOT 1 in the sum of PHILIPPINE PESOS FOUR HUNDRED SEVENTY-FIVE MILLION FIVE HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED SIXTY-THREE and 84/100 (PhP475,562,463.84) ONLY, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	QUANTITY			TOTAL	Amount (in Php)	
		CAR	Reg I	Reg II	Reg III		
termina de	i. Laptop	1,501	2,340	2,071	2,996	8,908	
1	1 ii. Smart TV	1,501	2,340	2,071	2,996	8,908	475,562,463.84
K		1,501	2,340	2,071	2,996	8,908	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;

SHERALINE C. CABALLES
JV of REDDOT & CREATIVE LABS's Witness

JOAN A. ONGONION
JV of REDDOT & CREATIVE LABS

ABRAM Y.C. ABANH DEPED's Witness

ALAIN DEL B PASCUA Department of Education

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- 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 Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;
 - b. Technical Specification;
 - c. General and Special Conditions of the Contract; and
 - d. Supplemental/Bid Bulletin Nos. 1, 2 and 3 dated 23 October 2020, 29 October 2020 and 2 November 2020, respectively.
 - ii. JV OF REDDOT & CREATIVE LABS' bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and JV OF REDDOT & CREATIVE LABS' conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. JV OF REDDOT & CREATIVE LABS agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and warranty Security, shall form part of the Contract.
- The items shall be delivered within TWO HUNDRED TEN (210) calendar days from receipt of JV OF REDDOT & CREATIVE LABS of the Notice to Proceed;
 - JV OF REDDOT & CREATIVE LABS shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that JV OF REDDOT & CREATIVE LABS is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by DepEd of the Certificate of Final Acceptance. For this purpose, JV OF REDDOT & CREATIVE LABS undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;

- The goods supplied under this Contract should conform to the Technical Specifications of the approved samples that were submitted and evaluated during the post qualification stage of the procurement, a copy of which is hereto attached as Annex "A" and made an integral part hereof. Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those of the approved bids or samples shall be discretionary to DepEd and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory;
- Goods with defects or non-compliant with the required specifications shall be rejected by DepEd and replaced by JV OF REDDOT & CREATIVE LABS. DepEd shall have the option to inspect JV OF REDDOT & CREATIVE LABS premises covered by the contract, at any time or stage of contract implementation, to monitor and assess IV OF REDDOT & CREATIVE LABS capacity to discharge its contractual obligations;
- 6. IV OF REDDOT & CREATIVE LABS shall ensure that the goods or items stored in its warehouse are available for inspection by DepEd at any time prior to pick-up/hauling of the goods or items by DepEd Logistics. JV OF REDDOT & CREATIVE LABS shall notify DepEd when the goods or items are ready for pick-up/hauling from its warehouse and ensure that the goods or items are sealed, ready and fit for transport;
 - In case IV OF REDDOT & CREATIVE LABS encounters condition(s) impeding timely pick-up/hauling of the goods, JV OF REDDOT & **CREATIVE LABS** shall promptly notify **DepEd** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. JV OF REDDOT & CREATIVE LABS must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
 - The Contract Price shall be paid to JV OF REDDOT & CREATIVE LABS in accordance with the following disbursement procedures:
 - 9.1. Upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank, 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;
 - 9.2. JV OF REDDOT & CREATIVE LABS may submit a request for payment based on the monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items picked-up/hauled based on the schedule of hauling and other relevant terms and conditions of the

- contract; (ii) Inspection and acceptance reports, including certification by JV OF REDDOT & CREATIVE LABS, as approved by the duly authorized representative of DepEd, that the items have been picked-up/hauled. Other documents in support of a request for payment may be prescribed by DepEd pursuant to existing disbursement, accounting and auditing rules and procedures;
- 9.3. Subject to the recoupment of the advance payment contemplated in Clause 9.1 above, and retention contemplated in the immediately succeeding clause, payment shall be made to JV OF REDDOT & CREATIVE LABS as promptly as possible after the date of acceptance of Goods at JV OF REDDOT & CREATIVE LABS' warehouse and upon submission of the documents specified in SCC Clause 6.2 and other documents as may be prescribed by DepEd, in the following manner:
 - 9.3.i. For the initial progress payment, a minimum of 25% of the Contract Price of this lot shall be paid to **JV OF REDDOT & CREATIVE LABS** upon a minimum of 25% picked-up/hauled of the requirement of this lot and duly accepted by DepEd's authorized representative;
 - 9.3.ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a Special Bank Guarantee in the amount equal to at least three percent (3%) of the Contract Price as required under Section 62 of R.A. 9184 and its revised IRR;

JV OF REDDOT & CREATIVE LABS shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for pick-up/hauling for every day of delay until such goods are finally picked-up/hauled and accepted by the DepEd's authorized representative. DepEd shall deduct the liquidated damages from any money due or which may become due to JV OF REDDOT & CREATIVE LABS, or collect from any of the securities or warranties posted by the JV OF REDDOT & CREATIVE LABS, whichever is convenient to DepEd. Once the cumulative amount of liquidated damages reaches ten percent (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;

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11. 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 Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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.

ONED SEALED AND DELIVERED BY:

ALAIN DEL B. PASCU Undersecretary for Administration

DEPARTMENT OF EDUCATION

Authorized Representative IV OF REDDOT IMAGING PHILIPPINES, INC. & CREATIVE LABS BERLIN GMBH CORP.

SIGNED IN THE PRESENCE OF:

DepEd's Witness

SHERALINE C. CABALLES

IV OF REDDOT & CREATIVE LABS' Witness

APPROVED BY:

LEONOR MAGTOLIS BRIONES

Secretary

Department of Education 1 0 FEB 2021

CERTIFIED FUNDS AVAILABLE: 7-475, 562. 463.84

MA. KHUNNA E. CATALAN Chief Accountant and Si

		s Witness
~ ()	SHERALINE C. CABALLES	of REDDOT & CREATIVE LABS's
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JOAN A ONGONION
JV of REDDOT & CREATIVE LABS

REPUBLIC OF THE PHILIPP	
, METRO MANII	LA) S.S
MANILA	
	ACKNOWLEDGMENT
	otary Public in and for
Philippines, this day of	20 perso
	FEB 1 0 2021 _{GOVERNM}
NAME	GOVERNM
INAIVIE	0111

0 2021_{GOVERNMENT} ISSUED ID

___ 20__ personally appeared:

(Number, Issued On, Issued By)

ALAIN DEL B. PASCUA

Undersecretary for Administration Department of Education

JOANAJONGONION Authorized Representative

IV OF REDDOT & CREATIVE LABS

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 six (6) 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 lefthand margin of each and every page hereof.

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

Doc. No. 300 Page No. Book No. I Series of 2020.

NOTARY PUBLIC

ATTY. JOHN EDWARD FRINIDAD ANG Notary Public for the City of manila- Valid 12/31/2021 Notarial Commission No. 2020-033 :/F MIDLAND PLAZA HOTEL, ADPIATICO ST., ERMITA, MLA. IBP. NO. 134850/ DEC. 14, 2020/ PASIG CITY PTR. NO. 9821951 / JAN. 4, 2021 AT MANILA ROLL NO. 68731 MCLE COMPLIANCE NO. VI-0017186- JAN. 24, 2019

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Detailed Technical Specifications

(LOT NO. 1)

	LAPTOP (COBY NBPC1958)	terre age version de distante par en inscrede protessor en
ITEM	SPECIFICATIONS	
1	Processor	
	AMD Ryzen™ 5 3500U Processor:	
	• 2.1GHz Base Frequency	
	• 3.7GHz Burst (Turbo) Frequency	
	• 4-Cores, 8-Threads Processor	
	• 4MB L3 Cache	
2	Memory	
	• 2 x 4GB DDR4 (expandable to 16GB)	
3	Monitor	
	Screen: 14 Inches IPS Technology	
	• Resolution: 1920 x 1080 (Full HD) 1080p 16:9	
	• Weight: 1.8kgs	
4	Storage	
	• 2TB HDD SATA 5400 rpm	
5	Audio	
	• Speakers : 2 x Built-in 8Ω/1W High-Definition Speakers	
	Audio Port: 3.5mm Combo Audio Jack	
б	Camera	
	Built-in 2MP	
7	Connectivity	
	• LAN: 10/100/1000 Mbps Ethernet / LAN Onboard	
	Wireless LAN: 802.11 b/g/n/ac	
	Bluetooth : Bluetooth 4.2	
	Built-in wireless screen mirroring	
8	Ports	
	• 1x for USB Type-C 3.0	
	• 2x for USB 3.0	
	• 1x for USB 2.0	
	• 1x for RJ45/Ethernet	
	1x for SD™ Card Slot (SDHC™/SDXC™)	
	 1x for 3.5mm Combo Audio Jack 	
	• 1x for HDMI Type A	
9	Keyboard	
	US English Layout, Standard Full Size Backlit Supported	
10	Mouse	
	COBY SM-364AG Wireless Optical Mouse	in the second second

11	Headset
	COBY CD-128 Headset
12	Touchpad
	Multi-Touch Pad
13	Power Adapter
	Power Adapter / Charger
14	Security
	Fingerprint Reader

Other Requirements

The offered brand of the item must be an international brand with at least 5 years' presence at the local market and global presence in the USA, Europe, or Japan market.

Microsoft authorized Direct OEM Partner with Global Partner Agreement License Confirmation <u>issued by Microsoft to the Manufacturer</u>, that should indicate the model and product being offered to the agency are authentic and the bidder was given the right to pre-install and distribute the Microsoft Licenses under the GPA terms, for the Philippine region, as a local registered named partner in the country.

The offered laptop must support wireless screen mirroring, without delay/latency, to the offered television set.

- **Operating System** Windows 10 Professional ("Shape the Future") SKU with Antivirus 15 **Applications Software** Latest Available Microsoft Office (with installer and licensed key to be provided by DepEd) Other applications to be provided by DepEd 16 Copy of Software in USB format (bootable and capable of restoring the original
 - system state to another hard disk) to be provided to recipient school and one (1) master copy for each recipient Division thru IT Officer
- **HDD** Partition Drive C (system) and Drive D (data)

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Special Requirements DepEd Logo Logo

DepEd 2020 Standard Screen Display Public Schools of the Future (PSOF) EduKalidad



- DepEd Logo shall be programmed in the "Laptop Bios" (displayed during system start-up)
 - DepEd Logo shall be used as "laptop screen Background display /

wallpaper"

DepEd will provide the logo design in soft copy

DepEd Logo shall be:

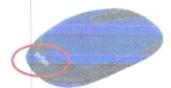
Embossed/Etched at the backside of the screen display (Cover)



On the front screen display edge OR keyboard area



Mouse



Brand or Manufacturer's logo should only appear at the laptop base bottom (backside of the laptop)

Function Key

- Any function Key shall be assigned to restore the Laptop in its original system state in case of breakdown
- Trusted Platform Module (ISO/IEC 11889) integrated to a chip on the computer and built-in *fingerprint reader*

Laptop Casing and Mouse

Casing and Mouse should be customized

Color Cyan Blue: C, M, Y, K (71,53,0,12)

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Carrying Bag/ Laptop Bag

Description:

- Color Black,
- ballistic nylon,
- padded,
- splash resistant,
- weatherproof zippers,
- With inside and outside pockets
- Adequate for the Laptop model offered
- With DepEd logo embossed or embroidered directly to the bag material as described below:
 - Height: 2 inches
 - Width: 4 inches
 - DepEd Logo: Colored



COMPLIANCE STANDARDS

19	Warranty Support				
	 NOT in "end of life" as reflected in the current product line found in the manufacturer's official website or official product brochure or similar literature and in the Manufacturer's 				
	Certificate issued for this purpose.				
20	Certification				
	 MUST be either ISO 9001:2008 or ISO 9001:2015 certified. 				
	MUST be ISO 14001:2004 certified.				
	Brand of the Laptop must have been in the local and international market for at least five (5) years prior to the scheduled date of bid opening				
21	Ecolabel				
	ISO 14024:1999 or ECMA 370, CE or equivalent (Ecolabel)				
22	Compatibility				
	 TO ALLOW integration with future technologies as indicated in a Certificate of Upgradability issued by the manufacturer (i.e. hardware will be compatible to future upgrade of Operating System and/or Software up to one cycle upgrade) 				
23	Regulatory Compliance				
	With Approved NTC Certificate				

ADDITIONAL REQUIREMENTS Orientation / Training Training shall be provided for at least two (2) teachers from each recipient school. Attendees must include the school's designated ICT Coordinator, Division IT Officer. Training manuals in hardcopies and soft copies [saved on the laptop] shall be provided per recipient school. Training checklist form shall be signed by the participants after completing the required hours of training and certified by the supplier and the ICT Coordinator. Training topics shall include the following but not be limited to: - Equipment components and functionalities - Proper installation and configuration of equipment - Hands-on troubleshooting / system restoration and backup - Equipment warranty and technical support procedures 25 **Packaging** External sides of delivery packages/boxes should be colored Cyan Blue: C, M, Y, K (71,53,0,12) Only the following will appear on the exterior of the packages/boxes: o DepEd Logo DepEd Slogan: "Working for quality, accessible, relevant, and liberating education!" Project Name (to be finalized by DepEd) o Items inside (name, general description, quantity) Packing / Unpacking instructions O Supplier's Name and Contact Details Recipient Name and Contact Details Others (to be finalized by DepEd) Sample Details: DeNED

	SMART TV (COBY STV5578)	
ITEM	SPECIFICATIONS	
1	Display Screen Resolution: 4K UHD 3480x2160 Back Light: LED Screen Size: 55 inches	
2	 Connectivity Wi-Fi Bluetooth Built-in Wireless Screen Mirroring 3x for HDMI 2x for USB 1x for RJ45/Ethernet 	
3	Operating System • Android OS	
4	Power • Auto Volts/Auto Sensing Frequency	
5	Other Requirements All Deliveries must come with Owner's Manual Remote Control with Battery/s Wall Mounting Kit In Meters HDMI Cable The offered television set must support wireless screen without delay/ latency, from the offered laptop	mirroring

6 Packaging

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 - O Supplier's Name and Contact Details
 - O Recipient Name and Contact Details
 - Others (to be finalized by DepEd)
- Sample Details:



(LAPEL SPEAKER PIXPRO S511 PORTABLE LOUD SPEAKER with Lapel Mic)
ITEM	SPECIFICATIONS
1	Paraphernalia
1	 1x for Portable Amplifier with clipper at the back
	1x for Head Microphone
	1x for Strap Bag Holder
	Battery
2	Battery Charging Time: 3 – 4 Hours
2	Working Time : 8 Hours
	Type : Built – in Rechargeable Battery
3	Charging Voltage
3	• 5V ~ 2000mAh
4	Output Power
	• 5W
5	Ports
3	• 1x for Mic
	• 1x for AUX In
	• 1x for MicroSD
	• 1x for USB
6	Audio Format
0	• .mp3/.wav/.wma
7	Mic Sensitivity
,	• -53 (+3dB)
8	Frequency Response
0	• 100 – 15 KHz + 3dB

9 Packaging

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 - o Recipient Name and Contact Details
 - Others (to be finalized by DepEd)
- Sample Details:

