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Republic of Philippines DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City Trunk Line (02) 632-13-61, Website http://www.DepEd.gov.ph

PROJECT:

Procurement of DCP Packages

CONTRACT NO .:

2020-ICTS3(002)-BH-CB005-C026

CONTRACT AGREEMENT

FEB 1 0 2021,

THIS CONTRACT made and entered into this _ day of 20_ by and between DEPARTMENT OF EDUCATION, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Officerin-Charge Undersecretary for Administration, ALAIN DEL B. PASCUA Department Order No. 67, s. 2016 (hereinafter referred to as "DepEd"); and TECHGURU INCORPORATED in joint venture with GREEN ATLANTIC TRADE INNOVATIONS INC., represented herein by its Authorized Representative, CHRISTINA D. DIOCERA, with office address at Room 525, 5th Floor, Downtown Center Building, 516 Quintin Paredes St., Binondo, Manila, Philippines, (hereinafter referred to as "IV OF TECHGURU & GREEN ATLANTIC").

DepEd and IV OF TECHGURU & GREEN ATLANTIC 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 IV OF TECHGURU & GREEN ATLANTIC as the lowest calculated responsive bid for LOT 3 in the sum of PHILIPPINE PESOS FIVE HUNDRED TWENTY-FOUR MILLION TWENTY-THREE THOUSAND SEVENTY-THREE and 88/100 (PhP524,023,073.88) ONLY, (hereinafter called the "Contract Price"), detailed as follows:

| Lot No. | Description | QUANTITY | | | TOTAL | Amount (in Php) |
|------------|--------------|----------|-------|-------|-------|--------------------|
| | | VI | VII | VIII | | |
| | i. Laptop | 3,296 | 3,057 | 3,419 | 9,772 | 524,023,073.88 |
| 3 | ii. Smart TV | 3,296 | 3,057 | 3,419 | 9,772 | 324,023,073.00 |
| | iii. Lapel | 3,296 | 3,057 | 3,419 | 9,772 | |

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;

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:

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- 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 TECHGURU & GREEN ATLANTIC's 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 TECHGURU & GREEN ATLANTIC's conforme thereto; and
- v. Other contract documents required by existing laws and/or DepEd in the PBD. JV OF TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC of the Notice to Proceed;

JV OF TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC 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

JV of Techguru & Green Atlantic's Witness

CHRISTINA D. DIOCERA
Of Techguru & Green Atlantic

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DEPED's Witness

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Department of Education
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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 TECHGURU & GREEN ATLANTIC. DepEd** shall have the option to inspect **JV OF TECHGURU & GREEN ATLANTIC's** premises covered by the contract, at any time or stage of contract implementation, to monitor and assess **JV OF TECHGURU & GREEN ATLANTIC** capacity to discharge its contractual obligations;

JV OF TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC 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 JV OF TECHGURU & GREEN ATLANTIC encounters condition(s) impeding timely pick-up/hauling of the goods, JV OF TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC, 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

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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 TECHGURU & GREEN ATLANTIC as promptly as possible after the date of acceptance of Goods at JV OF TECHGURU & GREEN ATLANTIC' 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 TECHGURU & GREEN ATLANTIC** 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 TECHGURU & GREEN ATLANTIC 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 TECHGURU & GREEN ATLANTIC, or collect from any of the securities or warranties posted by the JV OF TECHGURU & GREEN ATLANTIC, 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.

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

D, SEALED AND DELIVERED BY

written.

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Undersecretary for Administration
DEPARTMENT OF EDUCATION

CHRISTINA D. DIOCERA

Authorized Representative

JV OF TECHGURU INCORPORATED & GREEN ATLANTIC TRADE INNOVATIONS INC.

SIGNED IN THE PRESENCE OF:

ABRAM Y.C. ABANIL

DepEd's Witness

NORIEC MEDIEL C. CAMAMBER

JV OF TECHGURU & GREEN ATLANTIC's Witness

APPROVED BY:

LEONOR MAGTOLIS BRIONES

Secretary

Department of Education

11 0 FEB 2021

CERTIFIED FUNDS AVAILABLE: 9524, 027, 073, 88

MA. RHUNNAL. CATALAN
Chiefhigacountant

| | Witness |
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| KBR | NON |

| REPUBLIC | OF THE PHILIPPINE | S) |
|----------|-------------------|-------|
| | , METRO MANILA |) S.S |

MANILA

ACKNOWLEDGMENT

| BEFORE | ME, | a | Notary | Public | in | and | for |
|-------------------|-----|---|--------|--------|----|-----|----------------------|
| Philippines, this | | | | | | | personally appeared: |

NAME

GOVERNMENT ISSUED ID

FEB 1 0 2021 (Number, Issued On, Issued By)

ALAIN DEL B. PASCUA

*Undersecretary for Administration*Department of Education

CHRISTINA D. DIOCERA

Authorized Representative
JV OF TECHGURU & GREEN ATLANTIC

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 left-hand margin of each and every page hereof.

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

Doc. No. <u>309</u>; Page No. <u>62</u>; Book No. <u>7</u>; Series of 2020.

NOTARY PUBLIC

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for the City of Manila- Valid 12/31/2021
Notarial Commission No. 2020-033
2/F MIDLAND PLAZA HOTEL, ADMIATICO 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

Detailed Technical Specifications

(LOT NO. 3)

| | LAPTOP (COBY NBPC1958) | |
|------|---|--|
| 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 | |
| 6 | 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 TM Card Slot (SDHC TM /SDXC TM) | |
| | 1x for 3.5mm Combo Audio Jack | |
| | • 1x for HDMI Type A | |
| 9 | Keyboard | |
| | US English Layout, Standard Full Size Backlit Supported | |
| 10 | | |
| 10 | Mouse ■ COBY SM-364AG Wireless Optical Mouse | |
| | COBY SM-364AG wireless Optical Mouse | |

| 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 issued by Microsoft to the Manufacturer, 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.

- 14 **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 Copy of Software 16 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)

17

Special Requirements 18

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 <u>fingerprint reader</u>

Laptop Casing and Mouse

Casing and Mouse should be customized

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

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 <u>fingerprint reader</u>

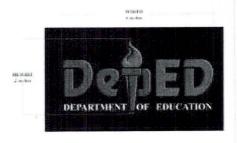
Laptop Casing and Mouse

- Casing and Mouse should be customized
- Color Cyan Blue: C, M, Y, K (71,53,0,12)

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



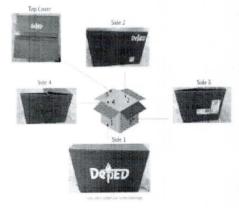
COMPLIANCE STANDARDS 19 Warranty Support NOT in "end of life" as reflected in the current product line found in the manufacturer's official website or official product brochure or similar literature and in the Manufacturer's Certificate issued for this purpose. 20 Certification MUST be either ISO 9001:2008 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 Ecolabel 21 ISO 14024:1999 or ECMA 370, CE or equivalent (Ecolabel) Compatibility 22 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) Regulatory Compliance 23 With Approved NTC Certificate

ADDITIONAL REQUIREMENTS 24 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: DepEd Logo DepEd Slogan: "Working for quality, accessible, relevant, and liberating education!" Project Name (to be finalized by DepEd) general description, quantity) o Items inside (name, O Packing / Unpacking instructions O Supplier's Name and Contact Details Recipient Name and Contact Details by DepEd) Others (to be finalized Sample Details: Defied

| | 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 mirroring without delay/ latency, from the offered laptop |

6 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:
- Only the following will appear on the exterior of the packages/boxes:
 - o DepEd Logo
 - O DepEd Slogan: "Working for quality, accessible, relevant, and liberating education!"
 - o Project Name (to be finalized by DepEd)
 - O Items inside (name, general description, quantity)
 - O Packing / Unpacking instructions
 - 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** Paraphernalia 1 1x for Portable Amplifier with clipper at the back 1x for Head Microphone 1x for Strap Bag Holder Battery • Battery Charging Time: 3 – 4 Hours 2 • Working Time: 8 Hours • Type : Built – in Rechargeable Battery **Charging Voltage** 3 • 5V ~ 2000mAh 4 **Output Power** • 5W **Ports** 5 1x for Mic • 1x for AUX In • 1x for MicroSD • 1x for USB **Audio Format** 6 • .mp3/.wav/.wma Mic Sensitivity 7 • -53 (+3dB) Frequency Response 8 100 – 15 KHz + 3dB

9 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:

