



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)-BII-CB005-C027

CONTRACT AGREEMENT

THIS CONTRACT made and entered into this **10 FEB 2021** day of 20__ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Officer-in-Charge Undersecretary for Administration, **ALAIN DEL B. PASCUA** as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DepEd**"); and **COLUMBIA TECHNOLOGIES, INC.**, represented herein by its President and Authorized Representative, **JOSE M. RAMOS, JR.**, with office address at 1136-1146 J. Nakpil St., Malate, Manila, Philippines, (hereinafter referred to as "**COLUMBIA TECHNOLOGIES**").

DepEd and **COLUMBIA TECHNOLOGIES** 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 **COLUMBIA TECHNOLOGIES** as the lowest calculated responsive bid for **LOT 4** in the sum of **PHILIPPINE PESOS FIVE HUNDRED TWENTY MILLION NINE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED SIXTY and 00/100 (PhP520,997,160.00) ONLY**, (hereinafter called the "**Contract Price**"), detailed as follows:

Lot No.	Description	QUANTITY					TOTAL	Amount (in Php)
		IX	X	CARAGA	XI	XII		
4	i. Laptop	2,069	2,054	1,677	1,751	1,837	9,388	520,997,160.00
	ii. Smart TV	2,069	2,054	1,677	1,751	1,837	9,388	
	iii. Lapel	2,069	2,054	1,677	1,751	1,837	9,388	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings 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 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);

PAUL G. CORTEZ
 Columbia Technologies' Witness

 JOSE M. RAMOS, JR.
 Columbia Technologies, Inc.

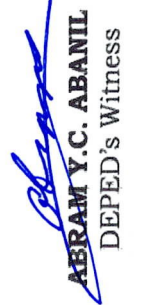
 ABRAM Y. C. ABANIL
 DEPED's Witness

 ALAIN DEL B. PASCUA
 Department of Education




PAUL G. CORTEZ
Columbia Technologies' Witness


JOSE M. RAMOS, JR.
Columbia Technologies, Inc.


ABRAM Y.C. ABANIL
DEPED's Witness


ALAIN DEL ROSARIO PASCUA
Department of Education


- 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. **COLUMBIA TECHNOLOGIES'** 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 **COLUMBIA TECHNOLOGIES'** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **COLUMBIA TECHNOLOGIES** 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.

- 3. The items shall be delivered within **TWO HUNDRED TEN (210) calendar days** from receipt of **COLUMBIA TECHNOLOGIES** of the Notice to Proceed;
- 4. **COLUMBIA TECHNOLOGIES** 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 **COLUMBIA TECHNOLOGIES** 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, **COLUMBIA TECHNOLOGIES** 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;


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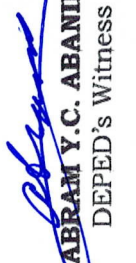

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5. Goods with defects or non-compliant with the required specifications shall be rejected by **DepEd** and replaced by **COLUMBIA TECHNOLOGIES**. **DepEd** shall have the option to inspect **COLUMBIA TECHNOLOGIES** premises covered by the contract, at any time or stage of contract implementation, to monitor and assess **COLUMBIA TECHNOLOGIES'** capacity to discharge its contractual obligations;
6. **COLUMBIA TECHNOLOGIES** 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**. **COLUMBIA TECHNOLOGIES** 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.
7. In case **COLUMBIA TECHNOLOGIES** encounters condition(s) impeding timely pick-up/hauling of the goods, **COLUMBIA TECHNOLOGIES** 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. **COLUMBIA TECHNOLOGIES** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
8. The **Contract Price** shall be paid to **COLUMBIA TECHNOLOGIES** 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. **COLUMBIA TECHNOLOGIES** 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/hailed based on the schedule of hauling and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **COLUMBIA TECHNOLOGIES** as approved by the duly authorized representative of **DepEd**, that the items have been picked-up/hailed. Other documents in support of a request for payment may be prescribed by **DepEd** pursuant to existing disbursement, accounting and auditing rules and procedures;


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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 **COLUMBIA TECHNOLOGIES, INC.** as promptly as possible after the date of acceptance of Goods at **COLUMBIA TECHNOLOGIES'** 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 **COLUMBIA TECHNOLOGIES** upon a minimum of 25% picked-up/hailed 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.

9. 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;

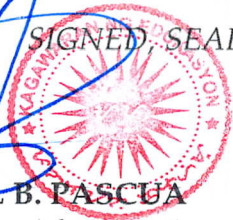
10. **COLUMBIA TECHNOLOGIES** shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for pick-up/hauling for every day of delay until such goods are finally picked-up/hailed and accepted by the **DepEd's** authorized representative. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **COLUMBIA TECHNOLOGIES** or collect from any of the securities or warranties posted by the **COLUMBIA TECHNOLOGIES**, 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.


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.

SIGNED, SEALED AND DELIVERED BY:



ALAIN DEL B. PASCUA
Undersecretary for Administration
Department of Education


JOSE M. RAMOS, JR.
President
COLUMBIA TECHNOLOGIES, INC.

SIGNED IN THE PRESENCE OF:


ABRAM Y.C. ABANIL
DepEd's Witness


PAUL G. CORTEZ
COLUMBIA TECHNOLOGIES' Witness

APPROVED BY:


LEONOR MAGTOLIS BRIONES
Secretary
Department of Education

10 FEB 2021

CERTIFIED FUNDS AVAILABLE: ₱20,997,160-


MA. RHUNNA L. CATALAN
Chief Accountant

Witness

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MANILA
Philippines, this 10 FEB 2021 day of _____ 20__ personally appeared:

NAME

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

ALAIN DEL B. PASCUA
Undersecretary for Administration
Department of Education

JOSE M. RAMOS, JR.
President
COLUMBIA TECHNOLOGIES, INC.

Passport ID No. P4395970B / Jan. 16, 2020 / DFA MANILA

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.

10 FEB 2021 MANILA

Doc. No. 94 ;
Page No. 19 ;
Book No. IV ;
Series of 2020.

NOTARY PUBLIC

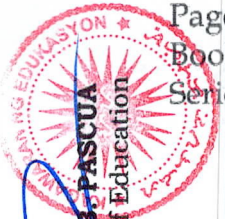
ATTY. MA. ELISA JONAYNA BARQUEZ, CPA
Notary Public, City of Manila
Commission No. 2820-637 until 12/31/21
YMCA Manila Complex, No. 350 A.J. Villegas St., Ermita, Manila
Roll of Attorney No. 62394
IBP Lifetime No. 019551, 01-15-2017, IBP Pasig
MCLE Compliance No. VI-0015868, 01-09-2019, MCLEO-Pasig
PTR No. WLA 9822999, 01-04-2021, Manila City
Contact No. (02) 8400-3519

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JOSE M. RAMOS, JR.
Columbia Technologies, Inc.

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DEPED's Witness

ALAIN DEL B. PASCUA
Department of Education



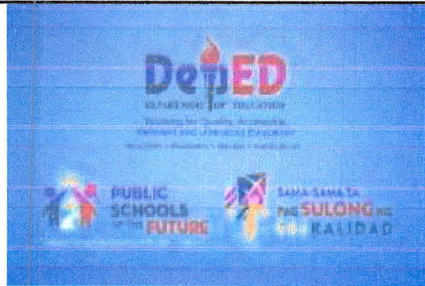
Handwritten signature of Alain Del B. Pascua in blue ink.

Detailed Technical Specifications

(LOT NOS. 2 & 4)

LAPTOP (ACER TRAVELMATE P214-52)	
ITEM	SPECIFICATIONS
1	Processor <ul style="list-style-type: none"> • Intel® Core™ i5-10210U processor • 1.6Ghz based speed with turbo boost, • 4-cores & 8-thread 6MB Cache
2	Memory <ul style="list-style-type: none"> • Dual-channel DDR4 SDRAM support • 2x4GB of DDR4 system memory, upgradable to 32 GB using two soDIMM modules
3	Monitor <ul style="list-style-type: none"> • 14.0" display with IPS (In-Plane Switching) technology, • Full HD 1920x1080, high-brightness Acer ComfyView™ LED-backlit TFT LCD • Weight: 1.63 kgs.
4	Storage <ul style="list-style-type: none"> • 2 TB SATA 5400 RPM
5	Audio <ul style="list-style-type: none"> • 6Ω/1W Speaker x Two (2) built-in stereo speakers • ϕ 3.5mm standard headphone jack
6	Camera <ul style="list-style-type: none"> • HD Camera with 1280 x 720 resolution and 720p HD audio/video recording
7	Connectivity <ul style="list-style-type: none"> • Intel® Wireless Wi-Fi 6 AX201 • 802.11 a/b/g/n/acR2+ax wirelss LAN • Dual Band (2.4Ghz and 5Ghz) • Supports Bluetooth® 5.0 • Gigabit Ethernet • Built-in wireless screen mirroring
8	Ports <ul style="list-style-type: none"> • 1x for RJ-45 port • 1x for USB 3.1 Gen 1 port with power off charging • 2x for USB 3.1 port • 1x for HDMI port • 1x for USB 3.1 - Type C port with DC-in • 1x for SD card reader • 1x for Combo audio jack
9	Keyboard

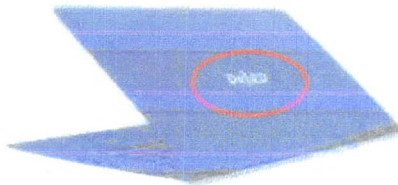
	<ul style="list-style-type: none"> • US English Layout • Standard Size • Backlit
10	Mouse <ul style="list-style-type: none"> • Acer Optical Wireless Mouse
11	Headset <ul style="list-style-type: none"> • Dolby Goodness GS-233 • Over-the-Head • 3.5mm audio jack connection
12	Touchpad <ul style="list-style-type: none"> • Multi-touch with 2 Buttons
13	Power Adapter <ul style="list-style-type: none"> • 3-pin 45 W AC adapter (TPM214-52 only)
14	Security <ul style="list-style-type: none"> • Fingerprint Reader
Other Requirements	
<p>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.</p> <p>Microsoft authorized Direct OEM Partner with Global Partner Agreement License Confirmation <i>issued by Microsoft to the Manufacturer</i>, 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.</p> <p>The offered laptop must support wireless screen mirroring, without delay/latency, to the offered television set.</p>	
14	Operating System <ul style="list-style-type: none"> • Windows 10 Professional ("<i>Shape the Future</i>") SKU with Antivirus
15	Applications Software <ul style="list-style-type: none"> • Latest Available Microsoft Office (<i>with installer and licensed key to be provided by DepEd</i>) • Other applications to be provided by DepEd
16	Copy of Software <ul style="list-style-type: none"> • in <i>USB format (bootable and capable of restoring the original system state to another hard disk)</i> to be provided to recipient school and one (1) master copy for each recipient Division thru IT Officer
17	HDD Partition <ul style="list-style-type: none"> • Drive C (system) and Drive D (data)
18	Special Requirements DepEd Logo Logo <i>DepEd 2020 Standard Screen Display Public Schools of the Future (PSOF)</i> <i>EduKalidad</i>



- 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:

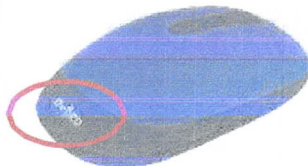
- Embossed/Etched at the backside of the screen display (Cover)



- 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)**

Function Key

- Any function Key shall be assigned to restore the Laptop in its original system state in case of breakdown
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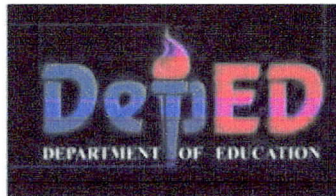
Laptop Casing and Mouse

- 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



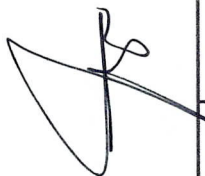
COMPLIANCE STANDARDS

19	<p>Warranty Support</p> <ul style="list-style-type: none"> • 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	<p>Certification</p> <ul style="list-style-type: none"> • 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	<p>Ecolabel</p> <ul style="list-style-type: none"> ISO 14024:1999 or ECMA 370, CE or equivalent (Ecolabel)
22	<p>Compatibility</p> <ul style="list-style-type: none"> TO ALLOW integration with future technologies as indicated in a Certificate of Upgradability issued by the manufacturer (<i>i.e. hardware will be compatible to future upgrade of Operating System and/or Software up to one cycle upgrade</i>)
23	<p>Regulatory Compliance</p> <ul style="list-style-type: none"> With Approved NTC Certificate
ADDITIONAL REQUIREMENTS	
24	<p>Orientation / Training</p> <ul style="list-style-type: none"> 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 (<i>saved on the laptop</i>) 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: <ul style="list-style-type: none"> Equipment components and functionalities Proper installation and configuration of equipment Hands-on troubleshooting / system restoration and backup Equipment warranty and technical support procedures
25	<p>Packaging</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> DepEd Logo DepEd Slogan: <i>"Working for quality, accessible, relevant, and liberating education!"</i> Project Name (to be finalized by DepEd) Items inside (name, general description, quantity) Packing / Unpacking instructions Supplier's Name and Contact Details Recipient Name and Contact Details Others (to be finalized by DepEd) Sample Details: 

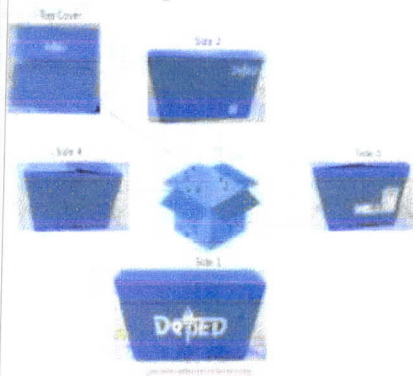
**SMART TV
(SAMSUNG UA55TU7000GXXP)**

ITEM	SPECIFICATIONS
1	Display <ul style="list-style-type: none">• Resolution: 3840 x 2160• Product Type: LED• Screen Size: 55"
2	Connectivity <ul style="list-style-type: none">• 2x for HDMI Input• 1x for USB• Ethernet (LAN)• Bluetooth• Wireless LAN Built-in• Built-in wireless screen mirroring
3	Operating System <ul style="list-style-type: none">• Tizen™
4	Power <ul style="list-style-type: none">• AC100-240V 50/60Hz
5	Other Requirements <ul style="list-style-type: none">• All Deliveries must come with<ul style="list-style-type: none">○ Owner's Manual○ Remote Control with Battery/s○ Wall Mounting Kit○ <u>10 Meters HDMI Cable</u>• The offered television set must support wireless screen mirroring, without delay/ latency, from the offered laptop



Packaging

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 - DepEd Logo
 - DepEd Slogan: *“Working for quality, accessible, relevant, and liberating education!”*
 - Project Name (to be finalized by DepEd)
 - Items inside (name, general description, quantity)
 - Packing / Unpacking instructions
 - Supplier’s Name and Contact Details
 - Recipient Name and Contact Details
 - Others (to be finalized by DepEd)
- Sample Details:



**LAPEL SPEAKER
(MAONO AU-C01)**

ITEM	SPECIFICATIONS
1	Paraphernalia <ul style="list-style-type: none">• Amplifier with clipper at the back• Headset wired microphone• Strap bag holder
2	Battery <ul style="list-style-type: none">• Built-in 1500mAh lithium rechargeable batter• Charging Time: 3 to 4 hours• Working Time: 10 hours
3	Charging Voltage <ul style="list-style-type: none">• 5V > 1000mA, <2500Ma
4	Output Power <ul style="list-style-type: none">• 5W
5	Ports <ul style="list-style-type: none">• 1x for USB• 1x for Mic In• 1x for Aux in• 1x for Micro SD Card
6	Audio Format <ul style="list-style-type: none">• .mp3 / .wav
7	Mic Sensitivity <ul style="list-style-type: none">• -53+3dB
8	Frequency Response <ul style="list-style-type: none">• 100 – 15 KHz + 3 dB

9

Packaging

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 - Others (to be finalized by DepEd)
- Sample Details:

