

Republic of Philippines

DEPARTMENT OF EDUCATION



DepEd Complex, Meralco Avenue, Pasig City https://www.deped.gov.ph/

PROJECT:

Procurement of Subscription for New Digital Arts

and Multimedia Tools

CONTRACT NO.:

2022-ICTS2(004)-BI-CB030-C020

CONTRACT

THIS CONTRACT made and entered into this ______ day of ______ 2023 by and between the DEPARTMENT OF EDUCATION, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, GLORIA JUMAMIL-MERCADO, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-60 (hereinafter referred to as "DEPED"); and FIRST DATACORP, represented herein by its Sales Team Lead, SHEREE LYN B. LEPAOPAO, with office address at 3/F Citibank Center, 8741 Paseo de Roxas, Makati City, Philippines (hereinafter referred to as "FIRST DATACORP"), as per Secretary's Certificate dated 27 January 2023 (hereto attached as Annex "A").

DEPED and **FIRST DATACORP** are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the subscription for new digital arts and multimedia tools, and received a bid from a lone bidder (FIRST DATACORP); DEPED opened, read, and evaluated the bid of FIRST DATACORP as having the Single Calculated Bid for the project; after evaluation, DEPED post-qualified and declared the bid of FIRST DATACORP as the Single Calculated Responsive Bid in the sum of PHILIPPINE PESOS TWO HUNDRED EIGHTY-FIVE MILLION, NINE HUNDRED SEVENTY-NINE THOUSAND, TWO HUNDRED THIRTY-TWO and 00/100 (PhP285,979,232.00) ONLY, (hereinafter called the "Contract Price") detailed as follows:

Description	Amount (PhP)	
One-Year Subscription License for New Digital Arts and Multimedia Tools	PhP285,979,232.00	

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 1. In this Contract, words and expressions shall have the same meaning 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 Contract, viz:
 - a. Philippine Bidding Documents (PBD);
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;



B. LEPAOPAO

- iii. Bid Data Sheet;
- iv. General and Special Conditions of the Contract;
- v. Schedule of Requirements;
- vi. Terms of Reference; and
- vii. Bid Bulletin No. 1 dated 13 January 2023 and Bid Bulletin No. 2 dated 20 January 2023.
- FIRST DATACORP's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;
- Notice of Award of Contract and FIRST DATACORP's conforme thereto; and
- e. Other contract documents required by existing laws and/or DepEd in the PBD. **FIRST DATACORP** 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.

FIRST DATACORP shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of DEPED, and shall be forfeited in the event it is established that FIRST DATACORP is in default of any of its obligations under this contract. FIRST DATACORP shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the DEPED, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.

FIRST DATACORP shall provide **DEPED** the access to the administration portal with the licenses and transaction credits within **SEVEN (7) CALENDAR DAYS** from the date of receipt of the Notice to Proceed. The one-year duration of the subscription license does not refer to the duration of this Contract.

FIRST DATACORP shall ensure that the services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

FIRST DATACORP shall render services at the DepEd Central Office, DepEd Complex, Meralco Avenue, Pasig City. Services rendered at sites other than the DepEd Central Office without DEPED's written authorization and/or approval may be rejected by the latter. Violation of this Contract, its Schedule of Requirements, Terms of Reference, Post-qualification, and other documents and reports submitted and validated by the authorized receiving personnel may be cause for the termination of the Contract.

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REELEN B. LEPAOPA FIRST/DATACORP





6. The services to be rendered by **FIRST DATACORP** must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and the Terms of Reference and final technical specifications as approved by the Bids and Awards Committee based on the actual offer of **FIRST DATACORP** and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **FIRST DATACORP** to deliver items of different technical specifications, in lieu of those of the approved bids, shall not be allowed. However, under justifiable circumstances, i.e. fortuitous events, force majeure, acts of God, public state emergency, or those defined under the Civil Code and other similar circumstances, delivery of items of equivalent, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the **DEPED's** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **FIRST DATACORP** for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.

A one-year technical support and webinar for onboarding is included in the procured subsciption license.

In case **FIRST DATACORP** encounters condition(s) impeding timely completion of services, **FIRST DATACORP** shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumtances for such request have become apparent. **FIRST DATACORP** must provide sufficient proof to support any request for work suspension and/or contract period extension.

The Contract Price shall be paid to **FIRST DATACORP** in accordance with the following disbursement procedures:

- a. **FIRST DATACORP** may submit a request for payment based on the following:
 - Value of actual services rendered based on the terms of reference and other relevant terms and conditions of the Contract; and,
 - ii. Certification by **FIRST DATACORP**, as approved by the duly authorized DepEd representative, that the services have been rendered in accordance with the Contract, Schedule of Requirements, Terms of Reference and Postqualification.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

- b. One hundred percent (100%) of the Contract Price shall be paid to FIRST DATACORP within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by DEPED, and after delivery and acceptance of the required licenses.
- 10. Each Party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012."

Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

FIRST DATACORP cannot reproduce, share, distribute data and information derived by reason of this Contract, to any third party, both local and international, without the express approval of **DEPED**.

- FIRST DATACORP shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to FIRST DATACORP, or collect from any of the securities posted by FIRST DATACORP, whichever is convenient to **DEPED**. Once the accoumulated 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.
- 13. 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 Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.







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:

GLORIA JUMAMIL-MERCADO

Undersecretary DEPED SHEREE LYN B. LEPAOPAO

Authorized Representative FIRST DATACORP

SIGNED IN THE PRESENCE OF:

WATHAN R. FAHANILIA

DEPED's Witness

Danville Laise H. Propo

CERTIFIED FUNDS AVAILABLE: \$285,979,232.

MA. RHUNNA L. CATALA
Chief Wessermant

REPUBLIC OF THE	PHILIPPINES)
CITY OF MANILA	_, metro manila) s.s
	ACKNOWLEDGMENT

Philippines, this ____ day of _____ 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
4785(833)
DEPARTMENT OF EDUCATION

GLORIA JUMAMIL-MERCADO

Undersecretary DEPED

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 40; Page No. 13; Book No. 1; Series of 2023.

ATTY. ANN MARY MICHELLE B. RUALO
Notary Public for and in the City of Manila
Commission No. 2023-089
Commission expires on 31 December 2024
665 Sancho Panza Street, Sampaloc, Manila
Roll of Attorneys No. 79248
PTR No. 8979067 / 03 January 2023 / Pasig City
IBP No. 253078 / 23 December 2022 / Tarlac
Admitted to the Bar on 16 May 2022

MAKATI CITY, METRO MANILA) S.S

BEFORE ME, a Notary I	Public in and for 2023 personally appeared:
NAME	GOVERNMENT ISSUED ID (Number, Issued On, Issued By)
SHEREE LYN B. LEPAOPAO Sales Team Lead FIRST DATACORP	CRN-011-4842491-6

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115

Book No. 4; Series of 2023.

Page No.

APPOINTMENT NO. M·115

ROLL NO. 77376 / MCLE (EXEMPT)

PTR NO. 9563564 / JAN. 03, 2023 / MAKATI CITY
IBP NO. 261994 / JAN. 03, 2023 / PASIG CITY
1107 D. BATAAN ST., GUADALUPE NUEVO, MAKATI CITY

NOTARY PUBLIC



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REPUBLIC OF THE PHILIPPINES) CITY OF MAKATDERTY

SECRETARY'S CERTIFICATE

AUTHORITY OF SIGNATORY

- I, Manolo L. Cura, a duly elected and qualified Corporate Secretary of First Datacorp, a Corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 3/F Citibank Center, 8741 Paseo de Roxas, Makati City, DO HEREBY CERTIFY, that:
- 1. In a special meeting of the Board of Directors of the said Corporation held on January 17, 2023, the following resolution was approved:

RESOLUTION NO. 2023-014

"RESOLVED, that any of the following:

Name of Duly Authorized Representatives			SPECIMEN	
		Position	Signature Initi	
ı	Sheree Lyn B. Lepaopao	Sales Team Lead	The state of the s	W
2	Maria Abegael J. Avila	Sales Operations Unit - Team Leader		\$

are hereby duly authorized and designated in the name of the Corporation, to participate in the public bidding for the Procurement of Subscription for New Digital Arts and Multimedia Tools of the Department of Education (DepEd) with Project No.: 2022-ICTS2(004)-BI-CB-030 to submit a bid, make, sign, execute, deliver and receive contracts, agreements, any and all documents and other writings of whatever nature or kind, and execute and perform any and all acts necessary for the purpose."

2. I hereby certify to the correctness of the foregoing resolution and that the same is existing and has not been suspended, amended, modified or revoked.

WAXAVITYES WHEREOF, I have hereunto set my hand this JAN day 7 (2023)

SUBSCRIBED AND SWORN to before me this 127 2023 Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Non-Professional Driver's License ID, with his photograph and signature appearing thereon, with no. N03-95-190246.

WITNESS MY HAND AND SEAL this

Doc. No. Page No.

Book No.

Series of

Notary Public City of Makati Until Degember 31, 2024 IEP No. 05/29-Lifetime Member

MCLE Compliance No. VI-0024312 Appointment No. M-39 (2023-2024)

PTR No. 9563522 Jan. 3, 2022

Makati City Roll No. 40091 101 Urban Ave. Campos Rueda Bldg.

Brgy. Pio Oct Pilar, Mekati City



REPUBLIC OF THE PHILIPPINES PUPAR MENT OF TRANSPORTATION CAND TRANSPORTATION OF HOL



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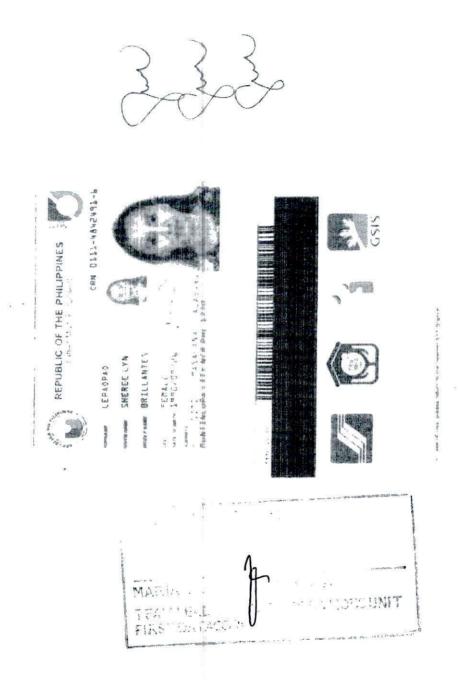
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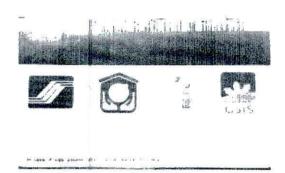


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Schedule of Requirements

A. List/Description of Goods /Services

A.1 The delivery schedule expressed below stipulates the date of delivery to the project site.

Description	Quantity	Delivery Period	
One-Year Subcription License for New Digital Arts and Multimedia Tools	220,000	within seven (7) calendar days from the date of receipt of the Notice to Proceed (NTP)	

B. Delivery Schedule

Complete delivery shall be made within seven (7) calendar days from the date of receipt of the Notice to Proceed (NTP) in coordination with DepEd. Information and Communications Technology Service (ICTS).

C. Delivery Site

Access to the administration portal shall be allowed or given to DepEd Central Office (CO) through Information and Communications Technology (ICTS). The CO License Administrator shall distribute the licenses to the field based on the allocation list.

ALLOCATION LIST FOR PROCUREMENT OF SUBSCRIPTION FOR NEW DIGITAL ARTS AND MULTIMEDIA TOOLS

REGION	TOTAL ALLOCATION		
Central Office	1,900		
Region I	15,152		
Region II	10,463		
Region III	17,906		
Region IV-A	19,429		
Region IV-B	10,538		
Region V	17,031		
Region VI	18,824		
Region VII	19,731		
Region VIII	14,807		
Region IX	10,040		
Region X	10,382		
Region XI	13,885		
Region XII	9,277		
CARAGA	10,313		
CAR	6,790		
NCR	13,532		
TOTAL	220,000		

PROGRAM/PROJECT: Procurement of Subscription for New Digital Arts and Multimedia Tools

TERMS OF REFERENCE

I. RATIONALE

Provide new media and multimedia tools for DepEd employees, with support services for operations and adoption.

II. PROJECT OBJECTIVE

The main objective of this project is to provide new media and multimedia tools for DepEd employees, with support services for operations and adoption and to provide software licenses, that are used for multimedia content creation and production.

III. SPECIFIC REQUIREMENTS

1. Applications

- The subscription license must include one-year access to applications that allow the users to perform the following functions including but not limited to:
 - · Create and edit:
 - o digital visual effects, motion graphics, and compositing application;
 - o composite images;
 - logos, banners, flyers, professional layout for print and digital publishing;
 - raster and vector-based images and can build designs for websites,
 video and mobile;
 - o real-time 2D character and interactive animations;
 - o vector-based shapes, 3D images from a single image;
 - photorealistic 3D pictures for branding, packaging and product photography;
 - o audio files, including recording, mixing and restoration;
 - immersive augmented and virtual reality experiences for augmented reality (AR);
 - Create, edit, convert, merge, rotate, split documents, digitally sign, encrypt, export, and publish PDF files
 - · Edit video clips and share videos through desktop and mobile
 - · Visually design, prototype and develop responsive websites
 - Can organize, edit (including being able to apply edits to specific parts of the photo), and batch process digital resources

2. Administration Portal

- An administration portal for the management of users and licenses, and access to support must be available for the entire duration of the subscription and have the following features:
 - Web-based admin console with the following capabilities:
 - o User management
 - Add and remove admins
 - Add and remove users
 - Individual
 - In bulk via Comma Separated Values (CSV) files
 - Add and remove users to user groups
 - Assign admins to specific user groups

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- o License Management
 - Assign and remove licenses from users and user groups
 - Create license groups with specific number of licenses
- Support
 - Provides 24x7 tech support via phone, live chat and email with separate support for admin
 - Webinar for onboarding
- Administrators will be able to transfer files from one account to another.

3. Other Features

- Allows users to access to assets and libraries across various apps, look through, and distribute resources from libraries within apps.
- Allows users to store, manage, and exchange files with coworkers and clients.
- Allows users to access vector images, icons, patterns, and other design resources.
- Allows users to manage and install extensions with ease.
- Allows users to access cloud storage for collaboration and file sharing.
- Allows each user to activate all the applications in desktops/laptops, mobile, and web on up to two devices (or virtual machines) simultaneously

IV. COST BREAKDOWN ESTIMATES

PRODUCT DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
One-Year Subscription License for New Digital Arts and Multimedia Tools	220,000	1,306.67	Php 287,467,400.00

V. DELIVERY SCHEDULE

1. The Department of Education Information and Communications Technology Service must be provided access to the administration portal with the licenses and transaction credits within 7 calendar days from the issuance of the Notice to Proceed.

VI. PAYMENT TERMS

- 1. 100% payment upon delivery and acceptance of required licenses on administration portal.
- 2. Certificate of No Claims Against the Warranty should be required for the release of retention money amounting to 1% of the full payment.

Technical Specifications

Lot no.	Specification			
Lot no.	1. Applications • The license must include one-year access to applications that allow the users to perform the following functions, including but not limited to: • Create and edit: • digital visual effects, motion graphics, and compositing application; composite images; • logos, banners, flyers, professional layout for print and digital publishing; • raster and vector-based images and can build designs for websites, video and mobile; • real-time 2D character and interactive animations; • vector-based shapes, 3D images from a single image; • photorealistic 3D pictures for branding, packaging and product photography; • audio files, including recording, mixing and restoration; • immersive augmented and virtual reality experiences for augmented reality (AR); • Create, edit, convert, merge, rotate, split documents, digitally sign, encrypt, export, and publish PDF files • Edit video clips and share videos through desktop and mobile • Visually design, prototype and develop responsive websites • Can organize, edit (including being able to apply edits to specific parts of the photo), and batch process digital resources 2. Administration Portal • An administration portal for the management of users and licenses and for the access to support must be available for the entire duration of the subscription and must have the following features: • Web-based admin console with the following capabilities: • User management • Add and remove users • Individual • In bulk via Comma Separated Values (CSV) files • Add and remove users to user groups • Assign admins to specific user groups • Assign admins to specific user groups • Create license groups with specific number of licenses • Support • Provides 24x7 tech support via phone, live chat and email with separate support for admin • Webinar for onboarding • Administrators will be able to transfer files from one account to another.			

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