



**PROJECT:** Procurement of Subscription Licenses for New Media and Multimedia Tools for One Year  
**CONTRACT NO.:** 2024c-ICTS2(006)-BIII-CB030-C169

**CONTRACT**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, JUL 09 2024 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **SOFTWAREONE PHILIPPINES CORPORATION**, represented herein by its General Manager, **PAUL PETER S. GARCIA**, with office address at 11th Floor 6780 Building Ayala Avenue, San Lorenzo 1223 Makati City Metro Manila (hereinafter referred to as "**SOFTWAREONE**"), as per Omnibus Sworn Statement dated May 13, 2024 (hereto attached as Annex "A").

**DEPED** and **SOFTWAREONE** are collectively called **PARTIES**.

**WHEREAS**, **DEPED** invited bids for the **Procurement of Subscription Licenses for New Media and Multimedia Tools for One Year** with contract duration of **one (1) year**, consisting of **one (1) lot**, and received bid from **lone/number** prospective bidder for 1 Lot; **DEPED** opened, read, and evaluated the bids and declared **SOFTWAREONE** as having the Single/Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **SOFTWAREONE** as the Single/Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS TWO HUNDRED NINETY-NINE MILLION, NINE HUNDRED ELEVEN THOUSAND, FORTY and 00/100 (PhP299,911,040.00) only**, (hereinafter called the "Contract Price"), detailed as follows:

	Description	Quantities/ Licenses	Amount
1 Lot	Licenses for Faculty/ Staff and students with full online capabilities	400,000	PhP299,911,040.00
	Licenses for Faculty/ Staff and students with one-time activation	432,000	

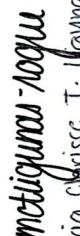
**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**


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. Resolution to Award No. **2024c-ICTS2(006)-BIII-CB-030** dated **May 22, 2024**

Witness  
 EUFER PAS/02A  
 SoftwareOne  
 PAUL PETER S. GARCIA  
 DEPED's Witness  
 Mactiguna 10000  
 Maria Clara T. Limas - Regalado  
 ATTY. MICHAEL WESLEY T. POA  
 DEPED

  
EUFEL PASISON  
Witness

  
PAUL PETER S. GARCIA  
SoftwareOne

  
MARIA CLARISSA T. LEGASPI-KAYUE  
DEPED's Witness

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

- b. Philippine Bidding Documents;
  - i. General and Special Conditions of the Contract;
  - ii. Schedule of Requirements; and
  - iii. Technical Specifications and Terms of Reference; and
  - iv. Bid Bulletin No. 1 dated May 6, 2024.
- c. **SOFTWAREONE** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **SOFTWAREONE** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **SOFTWAREONE** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. **SOFTWAREONE** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **SOFTWAREONE** is in default of any of its obligations under this Contract. **SOFTWAREONE** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and/without the need for prior notice of instruction from **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.

4. The services referred to in this Contract shall be rendered prospectively by **SOFTWAREONE** at the **DepEd Central Office** within **SEVEN (7) CALENDAR DAYS from the date of receipt of the Notice to Proceed (NTP)**. **SOFTWAREONE** shall ensure that the goods will be delivered in accordance with Section VI. Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 12 of this Contract.

The delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

5. **DEPED** shall have the right to visit and inspect **SOFTWAREONE** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **SOFTWAREONE** capacity to discharge its contractual obligations.

6. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection **SOFTWAREONE** shall ensure convenient access to the goods for inspection. **SOFTWAREONE** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct of inspection of goods by the designated DEPED Inspectorate Team, as may be necessary or applicable.

7. The services shall be inspected by the designated DepEd Inspectorate Team. **SOFTWAREONE** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and submitted in accordance with SCC Clause 1 of the Bidding Documents.

Additionally, for the post-delivery **SOFTWAREONE** must provide warranty statement granting technical support services for 12 months either through phone, email, chat, or onsite depending on the support needed.

8. The services must conform to and comply with the standards mentioned in Section VII. Technical Specifications of the Bidding Documents, and must be in accordance with the final inspection as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **SOFTWAREONE**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

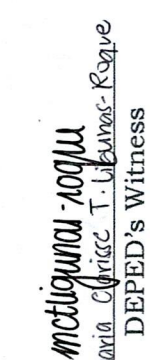
9. In case **SOFTWAREONE** encounters condition(s) impeding timely delivery completion of services required, **SOFTWAREONE** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension shall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

**DEPED** accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and acceptance at the final destination through its authorized receiving personnel.

10. The Contract Price shall be paid to **SOFTWAREONE** in accordance with the following disbursement procedures:
- a. **SOFTWAREONE** may submit a request for payment based on the following:
    - i. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the contract; and

  
EUFERE  
Witness

  
PAUL PETER S. GARCIA  
SoftwareOne

  
MARIA CRISELLE T. LLANOS-REGUE  
DEPED's Witness

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

- ii. Certification by the **SOFTWAREONE**, as approved by the duly authorized DepEd representative, that the required services have been rendered in accordance with the contract.

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

**SOFTWAREONE** must furnish copy of the above-mentioned documents to the End-User [**Information and Communications Technology Service - Solutions Development Division (ICTS - SDD)**], DepEd Accounting and the ProcMS-CMD.

- b. Payment shall be made to **SOFTWAREONE** within sixty (60) days after the date of acceptance of the services rendered at the delivery site and upon submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
  - i. One hundred percent (100%) of the Contract Price shall be paid to **SOFTWAREONE** upon complete performance of the required services, and acceptance by the duly authorized DepEd representative;

- 11. 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." and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. 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.
- 12. **SOFTWAREONE** shall be liable for liquidated damages for the delay in delivery of goods in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **SOFTWAREONE**, or collect from any of the securities or warranties posted by **SOFTWAREONE** whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 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. **SOFTWAREONE** shall indemnify DepEd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.
- 14. 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

  
EUFERRACION  
Witness

  
PAUL PETER S. GARCIA  
SoftwareOne

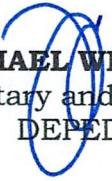
MONTAÑANA - 100%  
Maria Clarice T. Montaña - Keque  
DEPED's Witness

ATTY. MICHAEL WESLEY T. POA  
  
DEPED

Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

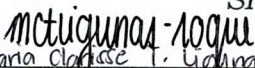
**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

  
**ATTY. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
DEPED

  
**PAUL PETER S. GARCIA**  
General Manager  
SoftwareOne Philippine Corporation

SIGNED IN THE PRESENCE OF:

  
Maria Clorise T. Ugnas-Reave  
DEPED's Witness

  
EUFEL PASION  
SOFTWAREONE's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 299,911,040.00

  
MA. RHUNNAL CATALAN  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S

PASIG CITY

**ACKNOWLEDGMENT**

PASIG CITY

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_ day of JUL 09 2024, 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

(Number, Issued On, Issued By)

**ATTY. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
DEPED

NO. 60-8 27125-2

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 seven (7) 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.

NOTARY PUBLIC

~~FERDINAND B. AYAHAO~~

~~Notary Public~~


~~For and in Pasig City and the Municipality of Pateros  
Appointment No.96 (2024-2025) valid until 12/31/2025  
MCLE Exemption No. VIII-BEP003234, until 04/14/28  
Roll No. 46377; IBP LRN 02459; OR 535886; 06/21/2001  
TIN 123-011-785; PTR 1634583AA; 01/03/24; Pasig City  
Unit 5, West Tower PSE, Exchange Road  
Ortigas Center, Pasig City Tel.+632-86314090~~

Doc. No. 109  
Page No. 23  
Book No. 72  
Series of 2024.

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S  
**PASIG CITY**

**ACKNOWLEDGMENT**  
**PASIG CITY**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2024 personally appeared:  
**JUL 09 2024**

**NAME**  
  
**PAUL PETER S. GARCIA**  
General Manager  
SoftwareOne Philippines Corporation

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
NO 293213132, MAKATI CITY -

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 seven (7) 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.

NOTARY PUBLIC

**FERDINAND D. AYAHAO**  
Notary Public

~~For and in Pasig City and the Municipality of Pateros  
Appointment No.96 (2024-2025) valid until 12/31/2025  
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Unit 5, West Tower PSE, Exchange Road  
Ortigas Center, Pasig City Tel. +632-86314090~~

Doc. No. 109  
Page No. 23  
Book No. 72  
Series of 2024.

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF **CITY OF MANILA** S.S.

**AFFIDAVIT**

I, Paul Peter Garcia, of legal age, Single, Filipino, and residing at Lot 18 Block 9, Spain Street, Better Living, Paranaque City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of SoftwareOne Philippines Corporation with office address at 11<sup>th</sup> Floor 6780 Bldg., Ayala Avenue, San Lorenzo, Makati City;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Procurement of Subscription Licenses for New Media and Multimedia Tools for One Year of the Department of Education**, as shown in the attached Secretary's Certificate.
3. SoftwareOne Philippines Corporation is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. SoftwareOne Philippines Corporation is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of SoftwareOne Philippines Corporation is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. SoftwareOne Philippines Corporation complies with existing labor laws and standards; and
8. SoftwareOne Philippines Corporation is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for **Procurement of**



Subscription Licenses for New Media and Multimedia Tools for One Year

9. SoftwareOne Philippines Corporation did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.


**CITY OF PASAY** IN WITNESS WHEREOF, I have hereunto set my hand this 13 day of MAY, 2024 at \_\_\_\_\_, Philippines.

  
Paul Peter Garcia  
Country Manager  
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

JOC NO 251  
PAGE NO 52  
BOOK NO 251  
SERIES OF 20 24

  
ATTY. JOHN EDWARD TRINIDAD ANG  
Notary Public for City of Manila-Until Dec. 31, 2024  
Notarial Commission No. 2023-091  
2<sup>nd</sup> Floor Midland Plaza Hotel, Adriatico St., Ermita, Mla.  
I.B.P. NO. 393541-Jan. 3, 2024  
P.T.R. NO. 1535522 - Jan. 3, 2024 at Manila  
ROLL No. 68731/MCLE Compliance No. VII-0011575-04/14/2025

REPUBLIC OF THE PHILIPPINES )  
MAKATI CITY ) SS.

SECRETARY'S CERTIFICATE

I, EPIFANIO C. SEDIGO, JR., Filipino, of legal age, with office address located at Suite 506, ITC Building, 337 Sen. Gil J. Puyat Avenue, Makati City, after being sworn, hereby depose and say:

1. That I am the duly-elected Corporate Secretary of **SOFTWAREONE PHILIPPINES CORPORATION**, a corporation duly organized and existing under Philippine laws, with principal office located at 11<sup>th</sup> Floor, 6780 Ayala Avenue Building, Ayala Avenue, Makati City;

2. That at a special meeting of the Board of Directors of the above-mentioned corporation held on **May 6, 2024** conducted through teleconferencing, the following resolution was unanimously passed and approved, viz:

**"RESOLVED**, that the **SOFTWAREONE PHILIPPINES CORPORATION** be, as it is hereby authorized to participate in the biddings to be conducted by the Department of Education (DepEd).

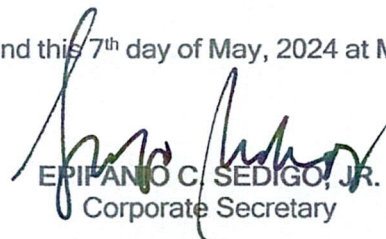
**RESOLVED, FURTHER**, that in connection therewith, **SOFTWAREONE PHILIPPINES CORPORATION** hereby appoints its Country Managing Director, **MR. PAUL PETER S. GARCIA**, as its duly authorized and designated representative who is granted full power and authority to do, execute and perform any and all acts necessary therefor and represent the Corporation in the said bidding.

**SO RESOLVED."**

3. That the aforesaid resolution has not been amended or revoked and is still in full force and effect.

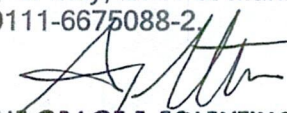
4. That I executed this certification to attest to the enactment and approval of the above-quoted resolution by the Board of Directors of **SOFTWAREONE PHILIPPINES CORPORATION**

IN WITNESS WHEREOF, I hereunto set my hand this 7<sup>th</sup> day of May, 2024 at Makati City.

  
EPIFANIO C. SEDIGO, JR.  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 7<sup>th</sup> day of May, 2024 at Makati City, affiant exhibiting to me his Unified Multi-Purpose ID No. CRN-0111-6675088-2.

Doc. No. 576 ;  
Page No. 101 ;  
Book No. ;  
Series of 2024.

  
**ARIANE GRACE F. TOLENTINO**  
NOTARY PUBLIC FOR MAKATI CITY, PHILIPPINES  
COMMISSION NO. M-622 UNTIL 12.31.2024  
SUITE 506, ITC BUILDING, 337 SEN. GIL  
PUYAT AVENUE, MAKATI CITY, PHILIPPINES  
ROLL NO. 87655/05.02.23/MANILA  
IBP No. 390217/01.03.2024/MAKATI  
PTR No. 10077062/01.03.2024/MAKATI  
MCLE CERTIFICATE NO. VIII-0003274/ 07.20.2023

- Administrators will be able to transfer files from one account to another.

**3. Additional features for the 400,000 licenses with full online capabilities**

- 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
- 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
- Allows users to utilize generative AI technology to create images from detailed text descriptions

**4. Additional features for the 432,000 licenses with one-time activation**

- The software applications must function offline, and only require Internet connectivity for one-time activation.

**III. DELIVERY SCHEDULE**

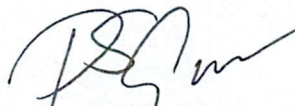
The Department of Education Information and Communications Technology Service must be provided access to the administration portal with the licenses within 7 calendar days from the receipt of the Notice to Proceed.

**IV. 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.

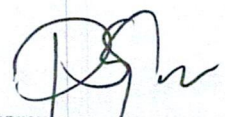
**STATEMENT OF COMPLIANCE**

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement of Subscription Licenses for New Media and Multimedia Tools for One Year.**



**PAUL PETER GARCIA**

Name and Signature of Authorized Representative



**CERTIFIED TRUE COPY**

**Paul Peter Garcia**  
Country General Manager  
Softwareone Philippines Corporation

## General Specifications

Item No.	Specifications	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	The brand must have an authorized reseller/ partner/ dealer in the Philippines.	Comply	<u>Adobe Partner Connection Portal (salesforce-sites.com)</u>
2	The supplier must be certified authorized reseller/ partner/ dealer of the brand.	Comply	<u>Adobe Partner Connection Portal (salesforce-sites.com)</u>
3	The applications must have cross-platform compatibility for multiple operating system such as, but not limited to: Windows, Mac, and Linux.	Comply	<u>Adobe Creative Cloud system requirements</u>  From Bid bulletin No 1 issued May 6, 2024.  Technical Specifications and Terms of Reference Item No 5 page 33, General Specifications, is hereby amended to be read as follows: Provision as Amended: The applications must have cross-platform compatibility for multiple operating systems such as, but not limited to: Windows and Mac, and Linux.
4	The brand must be able to provide 24x7 support to creators, and administrators of the applications.	Comply	<u>Enterprise   Support and Expert Sessions (adobe.com)</u> and Allocation of a dedicated CSM (Customer Success Manager) for DEPED
5	The supplier must provide warranty statement granting technical support services for 12 months either through phone, email, chat, or onsite depending on the support needed.	Comply	<u>Enterprise   Support and Expert Sessions (adobe.com)</u> and Allocation of a dedicated CSM (Customer Success Manager) for DEPED

  
**CERTIFIED TRUE COPY**  
 Paul Peter Garcia  
 Country General Manager  
 Synteraxis Philippines Corporation

## TERMS OF REFERENCE

### I. RATIONALE

Through the procurement of new media, digital arts, and multimedia editing tools, DepEd will be able to equip learners with tools and software used by professionals in creative fields allowing them to gain practical experience and develop a competitive skillset. Further, it will empower teachers to create engaging multimedia presentations and materials to enhance the overall learning experience of learners. Lastly, it will provide office and administrative staff with tools to assist in the performance of their duties.

### II. SPECIFIC REQUIREMENTS

The Supplier shall provide 400,000 licenses with full online capabilities and 432,000 licenses with one-time activation, with the following features and functionalities:

#### 1. Applications

The licenses must include access to applications that allow the users 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 restoration;
  - immersive augmented and virtual reality experiences for augmented reality (AR);
- Create, edit, convert, merge, split documents, digitally sign, encrypt, export, and publish PDF files.
- Edit video clips with high performance. and share videos through desktop and mobile.
- Visually design, prototype and develop responsive websites.

#### 2. Administration Portal

An administration portal for the management of users and licenses, and access to support must be available and have the following features:

- Web-based admin console with the following capabilities:
  - 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
  - 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. Additional features for the 400,000 licenses with full online capabilities**

- 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
- Allows users to manage and install extensions with ease
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- Allows users to utilize generative AI technology to create images from detailed text descriptions

**4. Additional features for the 432,000 licenses with one-time activation**

- The software applications must function offline, and only require Internet connectivity for one-time activation.

**III. DELIVERY SCHEDULE**

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

**IV. 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.

**STATEMENT OF COMPLIANCE**

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement of Subscription Licenses for New Media and Multimedia Tools for One Year.**



**PAUL PETER GARCIA**

Name and Signature of Authorized Representative



**CERTIFIED TRUE COPY**

**Paul Peter Garcia**  
Country General Manager  
Softwareone Philippines Corporation