

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of ____ 2024 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **LIBTECH SOURCE PHILIPPINES, INC.** with principal office at Rm 301-D, 3/F Medalle Bldg., Fuente Osmena Blvd., Capitol Site, Cebu City, 6000 Philippines represented herein by its Finance and Administrative Manager, **AMY P. SABLACION-MAGO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for **Project 2024-02G Procurement of One Year Subscription of Plagiarism Checker Program**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid supplies/goods/services;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on _____, 2024;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Six Hundred Twenty Thousand Pesos only (Php620,000.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services is **Thirty (30) calendar days.**

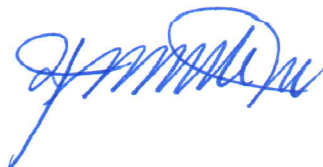
It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of goods/supplies materials for the completion of works at the unit Bid stated below:

No.	Item Description	Unit	Qty	UNIT COST	TOTAL AMOUNT
1	SUBSCRIPTION, Full feature (Grammar + AI + Plagiarism) 2000 users 1 yr subscription	Lot	1	620,000.00	620,000.00
	<p>PLAGIARISM SOFTWARE</p> <ol style="list-style-type: none"> 1. Should have the following key features: <ol style="list-style-type: none"> a) Artificial Intelligence (AI) Detection b) Plagiarism Detection c) Grammar Check 2. Available for at least equivalent or higher than 2000 users 3. Can compare to at least equivalent or higher than 70000 subscription journals 4. Can compare to at least equivalent or higher than 75 Million subscription articles 5. Can compare to at least equivalent or higher than 1600 publishers around the world 6. Can compare to at least equivalent or higher than 8000 top journals are included in the database 7. Unlimited plagiarism scanning 8. Availability of Admin Account, separate from regular accounts, to set limits, and have control to several settings, to: (a) control text manipulations that could can quickly identify submissions that have been deliberately manipulated to circumvent integrity checking algorithms; (b) Auto-detect when a student has replaced individual characters in their submission to try to "pass" a plagiarism checker. 9. Plagiarism software scanning should be able to compare (a) online research and article databases, such as a huge collection of the top scholarly content, across all disciplines, delivered directly, from publishers and At least or higher than 4000 open access repositories; (b) global student research databases. 10. Software could be integrated to other softwares such as MS Word/Google Docs. For example, while 				




drafting in Google Docs™ and Microsoft Word for the web, students must receive instant citation feedback and can check their work for any matches with our comprehensive collection of internet, student paper and academic journal content.				
GRAND TOTAL				620,000.00

IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- (a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to be bid resulting from the Procuring Entity's bid evaluation;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract
- (f) The Performance Security; and
- (g) The Notice of Award.

V. Warranty

The **Supplier** warrants that the goods/materials supplied under this Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the **Procuring Entity** provide otherwise.

The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.

VI. Payment

The **Procuring Entity** covenants to pay the **Supplier** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of this Contract and its ancillary documents, at the time and in the manner prescribed herein.

VII. Liquidated Damages

If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.

VIII. Settlement of Disputes

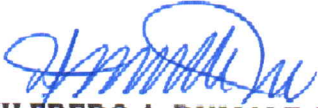
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Supplier** any monies due to it.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Philippines on the day and year above written.

For the Procuring Entity:


WILFREDO A. DUMALE, JR.
University President

ID No. WAD-0218

Issued on: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:



TAP:
AMY P. SABLON-MAGO
Finance and Administrative Manager

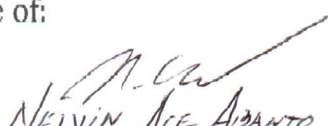
ID No. PASSPORT # P2858717C

Issued on: JAN. 9 2023


Issued at: DFA ASCANIA

Signed in the presence of:


ARLYNE A. CORTALES, CPA
NVSU Representative
CHIEF ADMINISTRATIVE OFFICER-FINANCE


MELVIN ACE ABANTO
Supplier Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of MAKATI CITY s.s.

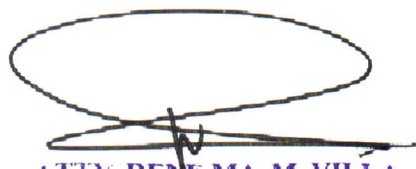
BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and **AMY P. SABLAON-MAGO** of **LIBTECH SOURCE PHILIPPINES, INC.** who presented to me her valid ID _____ issued by _____ as competent proof of identity, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed and that they have authority to sign the same for and in behalf of their respective agencies.

The foregoing instrument, consists of five (05) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

WITNESS MY HAND AND SEAL on this JUN 10 2024 day of 2024 in MAKATI CITY, Philippines.

Notary Public

Doc. No: 514
Page No: 104
Book No: XXXX
Series of 2024.



ATTY. RENE MA. M. VILLA
Notary Public of Makati City
Appointment No. M-111
Until December 31, 2024
PTR No. MKT 10073904; 01-02-2024; Makati City
IBP Lifetime No. 013595; 12-27-2013; I.C.
Roll No. 37226
JCLE Compliance No. VII-0024195; 02-15-2022
Ground Floor, Makati Terraces Condominium
650 Davila St., Brgy. Tejeros, Makati City 1204