

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, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **TSS CORPORATION** with principal office at No. 1 Harrison Road, Baguio City, represented herein by its Manager, **MANUEL D. SUPAT, JR.**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **Project 2023 - 11E: Supply, Delivery and Installation of Various ICT Equipment for the AERO-Lab Project (Negotiated Procurement)**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid equipment;

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 **One Million One Hundred Thirty-Nine Thousand Nine Hundred Pesos (Php1,139,900.00).**

II. Expected date of Delivery of equipment is Thirty (30) calendar days upon receipt of Notice to Proceed.

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 supplies materials for the complete of deliveries of goods and services at the unit Bid stated below:

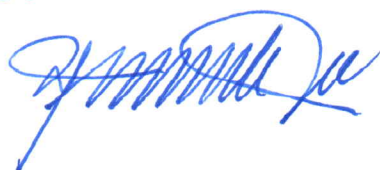
| Item No. | Item Description | Qty. | Unit Cost | Total Bid Amount |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|------------------|
| 1 | <p>DESKTOP COMPUTER, Processor i9 13th Gen or latest, up to 128 GB, 4TBHDD+2TB SSD, CD/DVD writer SATA; NVIDIA GeForce RTX 4080; LED MONITOR OF 24" full HD; USB Optical Mouse with pad; with standard full-sized USB keyboard with numeral pad; Windows 11, MS Office 365 Perpetual License; WITH ACCESSORIES, Headphone, High quality, dynamic sound with rich tone color, allows 90-degree turns and properly fit to ear angle, stereo plug, 2-meter cable, Webcam: with max. HD 720p/30 fps resolution video and a long-range mic up to 3 meters away, can provide 60 degrees diagonal field of view, USB port, With one one-year warranty</p> | 6 | 102,105.00 | 612,630.00 |
| 2 | <p>DRONE, Foldable; Take-off weight: 963g; at least 42 minutes flight time; Maximum flight distance of 20 km; at least 8GB of internal storage; 3-Axis Gimbal Camera (Tri-cam): Wide Angle 4/3 CMOS sensor, 20MP, 84 degrees FOV, up to 5K video resolution, up to 5280 x 3956 max image size; Medium Telephoto 1/1.3-inch CMOS sensor, 48MP, 35 degrees FOV; Telephoto 1/2 -inch CMOS Sensor, 12 MP, 15 degrees FOV; -140 degrees to 50 degrees tilt angle; 4 antennas, 2T4R; Video transmission from up to 15 km away. Dimension: Folded (w/o propellers): 231.1x98x95.4mm (LxWxH) Unfolded (w/o propellers) 347.5x290.8x107.7mm (LxHxW) Color: Black Accessories (Complete) and add-ons: Tablet for screen display (7-8.5 inches screen display, 320 to 400 PPI density, 400 or up to 500 nits; at least 4GB RAM, at least 64GB or up to 256GB Storage Capacity; Hexa Core A15 Bionic Chipset; 12MP Camera; with a loudspeaker); Flight Battery (At least 5000 mAh Li-ion), Propellers, 65W Portable Charger with data cable, Storage Cover</p> | 1 | 164,905.00 | 164,905.00 |

| | | | | |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|---------------------|
| | With one-year warranty | | | |
| 3 | LAPTOP , Core i9 13th Generation or latest, Windows 11, Display of 13.3-14 inches; at least 16GB memory; at least 1 TB SSD hard drive; Port and slots: 1x USB type C or higher version; headphone/microphone combo; HDMI; wireless network interface; built-in camera; keyboard with touchpad; AC power adapter, USB optical mouse; warranty and services With 1-year warranty on parts | 1 | 89,990.00 | 89,990.00 |
| 4 | PRINTER , A3 Wi-Fi Duplex All-in-One Ink Tank Print, Scan, Copy, Fax with ADF, Printhead Nozzle Configuration: 800x1 nozzles Black, 256x1 nozzles per colour (Cyan, Magenta, Yellow) Resolution: print 4800 x 2400 dpi Automatic 2-sided printing ISO 24734, scan 1200x2400 dpi, copy 600x600dpi A3 ISO 24734, With one-year warranty | 1 | 49,750.00 | 49,750.00 |
| 5 | SMART BOARD , 75" Smart Interactive White Board; 4K Ultra HD display, Wireless sharing from multiple devices, such as phones, computers, and tablets, Supports being written on with a stylus, Supports Office software, and playing videos and audio files, Wired and wireless network support, Built-in 5-MP camera; Android 8 or latest; 4GB memory and 32GB storage Hyper Touch with Advance IR Simultaneous Touch point; 15watts front-facing speaker Including installation With one-year warranty | 1 | 222,625.00 | 222,625.00 |
| Grand Total | | | | 1,139,900.00 |

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** provides 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

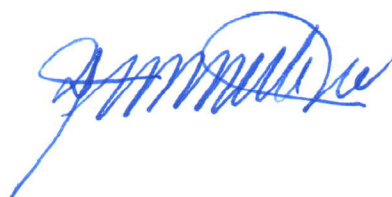
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and 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.

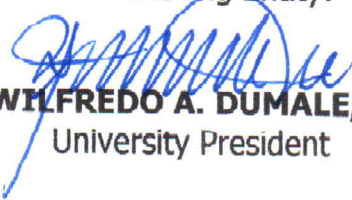
Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

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:

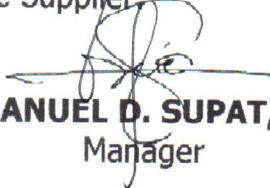

WILFREDO A. DUMALE, JR.
University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:

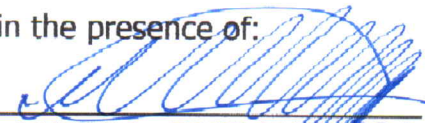

MANUEL D. SUPAT, JR.
Manager

ID No. A02-23-004713

Issued on: 3/24/23


Issued at: LTO, Davao City

Signed in the presence of:


ARLENE A. GONZALES, CPA
NVSU Representative
CHIEF ADMINISTRATIVE OFFICER-FINANCE

Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV



ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of Bayombong) 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 **MANUEL D. SUPAT, JR.** of, who presented to me his valid ID A02-23-004713 issued by LTO, Dagupan City 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, consisting of six (6) 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 21 2024 day of _____ 2024 in Bayombong, Nueva Vizcaya, Philippines.

RODOLFO Q. AGBAYANI

Notary Public for Nueva Vizcaya
Notarial Commission No. 22-23
Until December 31, 2025

PTR No. 2823911/12-07-23/Bayombong, N.V.
IBP No. 327966/12-13-23/Pasig City
MCLE No. VII-0011447/02-24-22
Notary Public, Bayombong, N.V.

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Series of 2024.