

CONTRACT OF AGREEMENT

EARLY PROCUREMENT OF MULTIMEDIA EQUIPMENT FOR VIRTUAL EXTENSION PROGRAM (ABC: PHP5,000,000.00, QTY: 206/4 SETS)

THIS AGREEMENT, made this 20th day of January 2023 by and between:

ROMBLON STATE UNIVERSITY, a public Higher Education Institution, created and existing under Republic Act (R.A) No. 9721, with principal office at Brgy. Liwanag, Odiongan Romblon, duly represented herein by its **President, MERIAN P. CATAJAY-MANI, Ed.D, CESE**, and herein after referred to as the "**PROCURING ENTITY**;"

-and-

AG DATACOM PHILS, INC., a private business entity duly organized and existing under and by virtue of the laws of the Philippines, with business address at Suite 1705, 17/F Atlanta Centre, #31 Annapolis St. Greenhills, San Juan, City, duly represented by its **Senior Account Manager, MS. RUBY ANN P. REYES**, hereinafter referred to as the "**SUPPLIER**."

WITNESSETH:

WHEREAS, upon the invitation of the **PROCURING ENTITY** with **Solicitation No. RSU-2023-01-003-EPA**, the **SUPPLIER** submitted a bid for the "Early Procurement of Multimedia Equipment for Virtual Extension Program (ABC: PhP5,000,000.00, QTY: 206/4 Sets)" amounting to **FOUR MILLION, EIGHT HUNDRED EIGHTY-EIGHT THOUSAND, EIGHT HUNDRED EIGHTY-EIGHT PESOS ONLY (PhP4,888,888.00)**, inclusive of all applicable government taxes and charges (hereinafter referred to as the "**Contract Price**");

WHEREAS, the **PROCURING ENTITY** accepted the bid of the **SUPPLIER** through RSU Bids and Awards Committee Resolution No. 23-11, which was approved by the Head of the **PROCURING ENTITY**;

NOW, THEREFORE, for and in consideration of the abovementioned premises, and of the mutual covenants and provisions hereafter set forth, the Parties hereto have agreed and do hereby mutually agreed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. Bid Documents consisting of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General and Special Conditions of the Contract;
 - v. Schedule of Requirement and Technical Specifications; and
 - vi. Terms of Reference.



- b. **SUPPLIER'S** Bid, including the Legal and Technical Documents and Financial Proposal, and all other documents/statements contained in the **SUPPLIER'S** bidding envelopes, as annexes;
- c. Bid Bulletin and Supplemental Bid Bulletins, if any;
- d. Performance Security;
- e. Credit line issued by a licensed bank, if applicable;
- f. RSU-BAC Resolution No. 23-11;
- g. Abstract of Bids;
- h. Detailed Evaluation and Post-Qualification Evaluation Report;
- i. Notice to Proceed (NTP) with the **SUPPLIER'S** *Conforme*;
- j. Addendum and/or Supplement to the Contract, if any; and
- k. Other contract documents that may be required by existing laws and/or the **PROCURING ENTITY**.

OBLIGATIONS OF THE SUPPLIER

- 1. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER**, the **SUPPLIER** hereby covenants to complete the supply and delivery of goods within sixty (60) calendar days from receipt of the NTP.
- 2. The **SUPPLIER** shall:
 - a. Supply and deliver the following:

UNIT	ITEM DESCRIPTION	QTY	
unit	<p>IFP- UG86E-02 (55150529)</p> <p>Idea Hub Board Edu 86 IFP- UG86E-02, Intelligent Collaboration Device (86-inches infrared screen, Jade white, overseas edition)</p> <p>IdeaHub Wall Mount Bracket</p> <p>IdeaHub Series OPS 17, OPS (17-8700, 16G DDR4, 256G SSD, 4K60, Windows 10 SAC)</p> <p>IdeaHub Series OPS 17, OPS (17,8700, 16G DDR4, 256G SSD, 4K60, Windows 10 SAC)_Co-Care Basic IdeaHub OPS 17_12Month(s)</p> <p>IdeaHub Board Edu 86 IFP-UG86E-02, Intelligent Collaboration Device (86-inches infrared screen, Jade white, overseas edition)_Co-Care Basic Board Edu 86_12 Month(s)</p>	1	Four (4) Sets
set	<p>Student and Teachers Camera</p> <p>Tracking camera</p> <p>Focus:2.8 +- 0.5mm</p>	1	
	<p>DSP,</p> <p>1. Industrial embedded architecture, Embedded design, Stable and reliable;</p> <p>2. Remote software upgrade and parameter configuration are possible</p>		



<p>set</p>	<p>3. Integrated Audio signal can be transmitted through USB interface and analog interface automatic noise suppression technology, (Remove noise interference including air conditioner, exhaust fan, etc.) Ensure sound quality;</p> <p>4. 6-way microphone input, Support software 48V phantom power on and off</p> <p>5. 3-channel mono line in input: 3.5mm interface and terminal double backup</p> <p>6. 3-channel mono line out output: 3.5mm interface and terminal double backup</p> <p>7. 6 balanced inputs can be processed with 16 EQ segments, (Other inputs and outputs are not subject to EQ processing);</p> <p>8. Intelligent mixing function: Automatically adjust the output level of the system according to the number of microphones turned on;</p> <p>9. Reduce reverberation function: Automatic switching between wireless microphone and hanging microphone; The anti-reverberation level is adjustable</p> <p>10. With one key debugging function: Briefly press the key on the host, and the host will automatically configure the corresponding equipment parameters according to the sound field data</p> <p>11. Echo cancellation function: AEC process the microphone, the reference signal is remote audio signal, and the echo processing delay ability: 128ms, 256ms, 512ms</p> <p>12. With AGC function, Prevent breaking sound when many people speak loudly</p> <p>*13. Built in no less than two USB interfaces and one network interface, Software upgrade and parameter configuration are available</p> <p>*14. It has the function of environmental sound field detection, It can detect the reverberation time of different frequency bands, Background noise, STI, C50 and other acoustic parameters, to cope with all kinds of complex classroom acoustic environment</p> <p>15. Echo rejection ratio 60dB</p> <p>16. sampling rate 48K</p> <p>17. Sampling bits 32</p> <p>18. dynamic range 90db</p> <p>19. Steady state noise cancellation ratio 30dB</p> <p>21. frequency response 20Hz-20KHz</p> <p>22. Maximum gain 59dB</p> <p>Ceiling Microphone</p> <p>frequency response 100Hz 18KHz</p> <p>sensitivity -40dB±3 dB re 0dB=1V/Pa@1kHz</p> <p>Pointing characteristics Ultra-Cardioid ≤135°</p> <p>Output impedance 200Ω±30%</p> <p>Output amplitude Max 300mV</p> <p>Maximum withstand sound pressure 110dB</p> <p>dynamic range 76dB (A)</p> <p>Signal to noise ratio 60dB(A)(re 94dBSPL=1Pa@1KHz)</p> <p>Power Supply DC48V</p> <p>Output connector XLR-3-12C</p> <p>Accessories Windproof sponge cover</p>	<p>1</p>	
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	Speaker Loudspeaker 4.5" 4Ω Sub box sensitivity (1m@2V) 87dB Frequency Response 80Hz~18KHz Rated power 30W output power L:15W R:15W Total harmonic distortion L:0.25% R:0.25% Input sensitivity 700mV Signal to noise ratio 74dB(power 1W/4Ω) Input interface red(+), black(-) Speaker weight (Two) 5.8kg		
set	Digital Board 86 inches Greenboard (3layers : cold steel surface with nano paint, anti-glare≥0.3mm, middle high-density poly-foam≥13mm, back galvanized steel sheet ≥0.2mm, paintthickness≥4H) (Board Materials) Finger, pen, chalk, any opaque object (response object) 32768*32768/4096*4096 (touch Resolution) Digital board and IFPD support work separately, also support interactive work, the digital board writing can display on the IFPD, and other interactive operation. (Inter Activity)	1	
piece	Acoustic panels 12x12 in size	200	
set	55 inches LED monitor for Teacher	1	
lot	Installation, Implementation, Configuration and Support for 1 year	1	

3. Replace any unit found defective and with failures noted or occurring, that may be traceable due to poor workmanship and use of poor-quality components;
4. In case of malfunction within the warranty period, the **SUPPLIER** shall immediately repair the unit on-site at RSU – Main Campus within the next working day from the report thereof. If the problem cannot be solved on-site, the repair shall be done within five (5) working days after the problem has been reported;

In the event the unit is beyond repair, the **SUPPLIER** shall provide a new unit or a unit with higher specification to RSU;

5. Maintenance and repair including replacement of unit or part of any unit and all related costs shall be for the account of the **SUPPLIER** within the warranty period;

In order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty shall be required from the **SUPPLIER**. The obligation for warranty shall be covered by, at the **SUPPLIER'S** option either retention money in amount equivalent to at least one percent (1%) of payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the Special Conditions of Contract (SCC). The said amounts shall only

be released after the lapse of the warranty period specified in the SCC; provided, however that the goods delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met; and

Render technical support phone calls or email within regular working hours from Monday-Friday, 8:00 A.M. to 5:00 P.M.

6. If the **SUPPLIER** fails to satisfactory deliver any or all of the goods and/or perform the services within the period (s) specified in this Agreement, the **PROCURING ENTITY** shall, without prejudice to its other remedies under this Agreement and under the applicable laws, 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. Once the amount of liquidated damages reaches ten percent (10%), the **PROCURING ENTITY** may rescind or terminate the Agreement pursuant to General Conditions of Contract (GCC) Clause 23 of the Bidding Document, without prejudice to other courses of action and remedies open to it.

OBLIGATIONS OF THE PROCURING ENTITY

The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the delivery of said goods and services, the Contract Price or such other sum as may become payable under provisions of this Contract.

AMENDMENTS

Amendment to this Agreement shall be made in writing and signed by the **PROCURING ENTITY** and the **SUPPLIER**.

ALTERNATIVE DISPUTE RESOLUTION


Should any dispute related to this Agreement and/or rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Odiongan, Romblon.

VENUE IN CASE OF SUIT

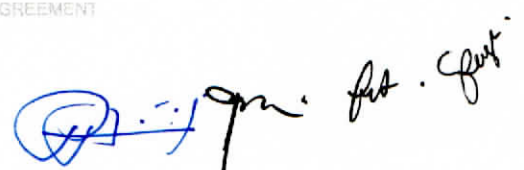
In case of a court suit, the venue shall be the courts of competent jurisdiction in Odiongan, Romblon, to the exclusion of other courts.

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

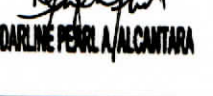

MERIAM P. CATAJAY-MANI, Ed.D., CESE
University President
Romblon State University


MS. RUBY ANN P. REYES
Senior Account Manager
AG Datacom Phils, Inc.

Signed in the presence of:




Witness


DARLINE PERAL A/ALCANTARA
Witness

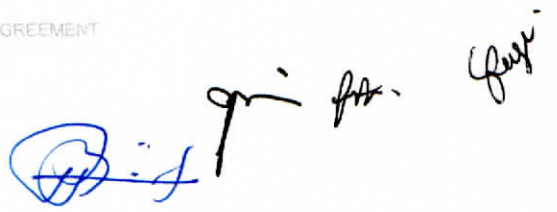


ACKNOWLEDGEMENT

Republic of the Philippines

(QUEZON CITY) S. S.

BEFORE ME, this JAN 20 2023 day of _____, 2022 in _____, Philippines personally came and appeared before me in the following:



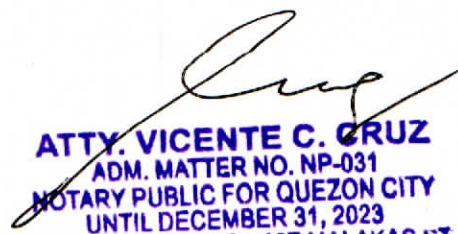
I.D. No. Place of Issue Date of Issue
MERIAN P. CATAJAY-MANI, Ed.D., CESE 01-01 Odiongan, Romblon July 30, 2020


RUBY ANN P. REYES P4603037B DFA NCR Northeast Jan. 28, 2020

Known to me to be the same persons who executed the foregoing instrument consisting of Seven (7) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free and voluntary deed and that of the agency, which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place written.

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Book No. XXIV
Series of 2023


ATTY. VICENTE C. CRUZ
ADM. MATTER NO. NP-031
NOTARY PUBLIC FOR QUEZON CITY
UNTIL DECEMBER 31, 2023
RM. 204 ACRE BLDG., 137 MALAKAS ST.
CENTRAL, DILIMAN, QUEZON CITY 1100
TEL. NO. 8942-7434
PTR. NO. 3716375 / 01-03-23 / Q.C.
ROLL NO. 33952 / 05-30-88
IBP LIFETIME MEMBER NO. 02322 / 04-19-01 / Q.C.
MCLE NO. VII-0013576 until Apr. 14, 2025

 for. Cruz