

## CONTRACT OF AGREEMENT

### PROCUREMENT OF ICT EQUIPMENT FOR THE ICT SERVICE CENTER OF ROMBLON STATE UNIVERSITY (ABC: PHP960,000.00, QTY: 3)

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THIS AGREEMENT, made this *7th day of July 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 hereinafter referred to as the **“PROCURING ENTITY;”**

-and-

**COMMERCE ASIA, INC.**, a private business entity duly organized and existing under and by virtue of the laws of the Philippines, with business address at 2F Vazquez Madrigal Plaza, 51 Annapolis St. Greenhills, San Juan City, Metro Manila, duly represented by its **Authorized Representative, MS. LUZVIMINDA T. MERINA**, hereinafter referred to as the **“SUPPLIER.”**

#### WITNESSETH:

**WHEREAS**, upon the invitation of the **PROCURING ENTITY** with **Solicitation No. RSU-2023-05-039**, the **SUPPLIER** submitted a bid for the “Procurement of ICT Equipment for the ICT Service Center of Romblon State University (ABC: PhP960,000.00, QTY: 3)” amounting to **NINE HUNDRED FIFTY THOUSAND, ONE HUNDRED FIFTY-NINE PESOS AND SEVENTY CENTAVOS ONLY (PhP950,159.70)**, 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. 23-76, 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. 23-76;
- 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 twenty-five (25) calendar days from receipt of the NTP.
2. The **SUPPLIER** shall:
  - a. Supply and deliver the following:

UNIT	ITEM DESCRIPTION	QTY
set	HDP6600 Dual Side ID Card Printer with ID Assist Professional CD Installer & USB Key  1 roll HDP66—Film 750s, front and back  1 roll HDP 6600 YMCK, 750s Full Color Front, Black Back  1 Box Ultracard NC, 30mil, CR-80, 500 pcs PVC Card  1 web camera  Mini tripod  Pen tablet  Requirements:  <b>1) Id Card Printer</b>  <b>Printing Capability Requirements</b> <ul style="list-style-type: none"> <li>• The Printer will utilize the HDP dye-sublimation/resin thermal transfer print method</li> <li>• The Printer should be capable of at least 600 dpi (23.6 dots/mm) print resolution and capable of printing well-defined small, complex character.</li> <li>• The Printer should be capable of full-color and black resin printing: Up to 16.7 million colors and 256 shades per</li> </ul>	3

pixel.

The Printer system should be capable of printing with a throughput rate that meets 230 cards per hour, when printing pull YMCK with transfer in at least one of the print mode options. This relates to an elapsed speed – measured from the time the printer receives the print signal to the time the print is completed – not exceeding 16 seconds per card in batch mode when printing YMCK with transfer in at least one of the print mode options

- The printer will be capable of single-sided, over-the-edge printing and dual sided, over-the-edge printing. The printer should have multiple print/transfer mode selections to allow for the best card output based on specific organization needs.
- The Printer should **Patent-pending iON** technology for unparalleled printer readiness and intelligent temperature control

### **Ribbon And Film Technology Requirements**

Printer ribbons and films must be drawer-loaded and printer ribbons must provide a disposable card cleaning roller. Print ribbons and films must utilize RFID technology (or similar) that communicates the following information to the printer operator:

- Confirmation of the correct type of ribbon and/or film installed and
- Material status – warning of the ribbon or film running low.

Printer driver must be able to auto-configure print settings based on materials loaded into the printer.

### **Printer System Requirements**

Printer memory must be at least **1gb Ram**. The printer will have an internal print server when Ethernet is being used.

### **Printer Warranty Requirements**

- The Printer must have a minimum of three-year standard manufacturer's warranty. The printhead must have a lifetime warranty; unlimited pass.
- With training and installation

### **Consumables for students and employees**

- Colored Ribbon yields of 750 prints per roll
- Retransfer Film yields of 750 prints per roll
- PVC cards, 500 pcs per box

	<p><b>Database Management Software</b></p> <ul style="list-style-type: none"> <li>• Licensed Software with Hardware Key and Password Protection</li> <li>• Operating System Capability Windows 7, 8, 9, and 10</li> <li>• Allows to Design ID Cards</li> <li>• Allows Photo and Signature capture</li> <li>• Can Manage and Store Cardholders Records</li> <li>• Allows to import and export text file</li> <li>• Can generate Reports</li> <li>• Can generate Bar Code of QR Code</li> </ul> <p><b>Webcam with Tripod</b></p> <ul style="list-style-type: none"> <li>• Resolution: High Resolution for Photocapture – 1080 HD Full Restoration</li> <li>• USB – 2.0 ready</li> <li>• Autofocus</li> <li>• Universal Clip ready for Monitor</li> </ul> <p><b>Signature Pentablet</b></p> <ul style="list-style-type: none"> <li>• Pen Type</li> <li>• Dimensions: 6.0" x 3.8" x 0.7"</li> <li>• (152mm x 95mm x 18mm)</li> <li>• Signing Area: 4.3" x 1.4"</li> <li>• (110mm x 35mm)</li> <li>• With Authentication capability</li> <li>• Battery less unit Programmable PPI</li> </ul> <p><b>Other Requirements:</b></p> <ul style="list-style-type: none"> <li>• Letter from the Manufacturer as Authorized Distributor</li> <li>• Printer must have an authorized service center</li> <li>• Printer must have a third-party certification such a certified energy savings</li> </ul>	
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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.

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

**MS. LUZVIMINDA T. MERINA**  
Authorized Representative  
Commerce Asia, Inc.

Signed in the presence of:

  
ATTY. GLENN NICOLS BARTILLO  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**ACKNOWLEDGEMENT**

Republic of the Philippines

( \_\_\_\_\_ ) S. S.

BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_, 2023 in \_\_\_\_\_, **Philippines** personally came and appeared before me the following:

	<b>I.D. No.</b>	<b>Place of Issue</b>	<b>Date of Issue</b>
<b>MERIAN P. CATAJAY-MANI, Ed.D., CESE</b>	<u>01-01</u>	<u>Odiangan, Romblon</u>	<u>July 30, 2020</u>
<b>MS. LUZVIMINDA T. MERINA</b>	_____	_____	_____

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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Series of 2023