

CONTRACT AGREEMENT
(Procurement of CCTV Cameras and Other ICT Equipment)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 18th day of September 2018 by and between:

The **PHILIPPINE SCIENCE HIGH SCHOOL-BICOL REGION CAMPUS** (PSHS-BRC) a government agency with principal office at Tagongtong, Goa, Camarines Sur, herein referred to as the "SCHOOL" and represented herein by its Director, **ELSIE G. FERRER**;

- and -

PIXEL8 WEB SOLUTIONS AND CONSULTANCY INC., with office address at Barangay 40 Cruzada, Legazpi City, herein referred to as the "CONTRACTOR" and represented by its General Manager, **GERALD RAYMOND BALONA**.

WITNESSETH, THAT:

WHEREAS, the SCHOOL's Bids and Awards Committee (BAC) conducted a bidding last 2017 for the Procurement of CCTV Cameras and Other ICT Equipment and such was awarded to Unisafe Enterprises;

WHEREAS, Unisafe Enterprises failed to deliver the said goods and was later terminated by PSHS-BRC;

WHEREAS, the said project, having been obligated was deemed necessary for another bidding this year 2018;

WHEREAS, another bidding for the said project with an Approved Budget for the Contract amounting to Two Million Six Hundred Thirty Thousand Pesos (Php2,630,000.00), which was also the obligated amount, was conducted but declared failed by the Head of the Procuring Entity upon the recommendation of the Management Committee (ManCom) due to Section 41 of RA 9184;

WHEREAS, due to the failure, an Invitation to Apply and to Bid for the Procurement of CCTV Cameras and Other ICT Equipment for Rebidding was posted at the PhilGEPS, school website and a conspicuous place at the school premises;

WHEREAS, the Approved Budget for the Contract is still the same Two Million Six Hundred Thirty Thousand (Php2,630,000.00);

WHEREAS, in response to the advertisement of the invitation to bid for the said project, three (3) bidders, Ansible Technologies Corp., Riley Corporation, and Pixel8 Web Solutions and Consultancy Inc., purchased bid documents and participated in the pre-bid conference held on August 3, 2018;

WHEREAS, during the opening of the bids on August 16, 2018, all companies passed in both eligibility and technical documents;

WHEREAS, Pixel8 Web Solutions and Consultancy Inc. got the lowest bid in the amount of Two Million Fifty-Three Thousand Three Hundred Twelve Pesos and Seventy Centavos (Php2,053,312.70);

WHEREAS, after the bid evaluation, the BAC declared the said company as having the lowest Calculated Bid amounting to Two Million Fifty-Three Thousand Three Hundred Twelve Pesos and Seventy Centavos (Php2,053,312.70);

WHEREAS, upon careful examination, validation and verification of all the eligibility, technical and financial requirements, during the post qualification evaluation on August 20, 2018, Pixel8 Web Solutions and Consultancy, Inc. was found to be responsive;

WHEREAS, after completing the bidding process in accordance with RA 9184 and its Implementing Rules and Regulations, this campus' Bids and Awards Committee submitted its resolution declaring Pixel8Web Solutions and Consultancy Inc. to have the Lowest Calculated and responsive Bid in the amount of Two Million Fifty Three Thousand Three Hundred Twelve Pesos and Seventy Centavos (Php 2,052,312.70).

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and covenants hereinafter specified, the parties hereto have signed and hereby agree as follows:

ARTICLE I – SCOPE AND OBJECTIVES OF AGREEMENT

- 1.1 This agreement shall cover the supply, delivery, installation, and configuration of the reliable stable and managed CCTV cameras and other ICT Equipment at the PSHS-BRC for the period of sixty (60) days.
- 1.2 This agreement aims to address the needs of PSHS-BRC for installation of CCTV cameras and other ICT equipment to implement the school safety and security.
- 1.3 This aims also to address gender needs of students especially girls/ladies whose security and protection should be given full attention by monitoring them during sleeping time when they are inside the dorm facility or free time within the school premises.

ARTICLE II – SCOPE OF WORK

- 2.1 The CONTRACTOR shall, in strict compliance with the provision of, and subject to the conditions in the bid documents, and in consideration of the sum of money hereinafter stated, undertake the supply, delivery, installation, and configuration of the Project fully and faithfully in accordance with the terms of reference attached hereto and form part of this Agreement.
- 2.2 The works to be done under this Agreement include the furnishing of all labor, the needed materials, tools, equipment and supplies and the performance of the CONTRACTOR of all operations necessary for the installation and configuration of the CCTV cameras and other ICT equipment in strict compliance with the terms and conditions of this Agreement.
- 2.3 In instance where the item is lacking in the Purchase Order but necessary in the completion of the project, the CONTRACTOR shall execute and complete the works and remedy any defects therein in conformity with the provisions indicated in the terms of reference.
- 2.4 The CONTRACTOR shall give all necessary notices to and obtain the necessary permits and sanction from the proper authorities in respect of the works to be done hereunder and shall comply with the existing laws and other regulations of such authorities.
- 2.5 The CONTRACTOR shall submit the operation manual of the CCTV cameras and other ICT equipment and other related and necessary documents before acceptance of the project by the SCHOOL.

ARTICLE III – DUTIES AND RESPONSIBILITIES OF THE PARTIES

3.1 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

3.1.1 PRE-INSTALLATION

- a. Conduct of site survey and provisions of appropriate site specifications for the supplied equipment.
- b. Submission of the Bill of Materials for the project including software and hardware.
- c. Submission of work plan and schedule complete with percentages of work so progress can be easily monitored.
- d. Install a temporary shelter for equipment needed for the installations.

- a. Supply, delivery, and installation and/or mounting of Closed Circuit Television (CCTV) cameras.
- b. Supply, delivery, installation/setup, configuration of Network Video Recorder (NVR).
- c. Provision of the in-house wiring, including PVC pipes, Network cabinets, and utility boxes from the CCTV cameras to the network panel/rack where the PoE switches and/or NVR/s is/are located.
- d. Supply, delivery and pulling, and termination of UTP cable.
- e. Supply, delivery and installation of materials and equipment needed to complete the said objectives.
- f. Provision of Technical Specifications.
- g. End to end Tagging and Labeling.
- h. Conduct of Testing.

3.1.3 POST-INSTALLATION

- a. Restore damages to property caused by installation/mounting, repair/maintenance of CCTV cameras and cabling and other procedures conducted by the contractor to accomplish the project.
- b. Conduct free training/orientation for IT personnel of PSHS-BRC on the basic maintenance and operational requirements of the CCTV system, NVR and other equipment.
- c. Provide at least one (1) copy of the technical manual/documentation (English) in printed hard copy and electronic (soft copy) formats. The documents include CCTV topology and equipment installation, operation, configuration and testing.
- d. Conduct a One (1) Month On-Site Monitoring to ensure equipment is properly working.
- e. Render support services to PSHS-BRC within the warranty period as follows:
 - i. Technical support will be provided through the phone calls or email within regular working hours from Monday to Friday, 8:00 AM to 5:00 PM.
 - ii. If the supplied equipment/s is found defective and need/s to be pulled-out, the contractor shall provide replacement with the same or higher specifications.
 - iii. Rectify and/or replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification.
 - iv. The Contractor is responsible and accountable for any damage caused solely by the Contractor or its agent to the PSHS-BRC property as a direct result of the installation maintenance, and removal of any cabling components and devices.

3.2 DUTIES AND RESPONSIBILITIES OF PSHS-BRC

- 3.2.1 Assist contractor during the conduct of site survey.
- 3.2.2 Grant the contractor authorized representative access to its premises and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned PSHS-BRC personnel.
- 3.2.3 Reject any unit or any part thereof that fail to pass any test and/or inspection or do not conform to specifications.
- 3.2.4 Pay the Contractor in accordance with condition set in the Payment Scheme.
- 3.2.5 Issue a Certification of Inspection and Acceptance upon determination by the PSHS-BRC Inspectorate Team that the delivered and installed equipment and components are usable and in good working condition.

ARTICLE IV - THE CONTRACT PRICE

4.1 Upon inspection and acceptance by the SCHOOL for the faithful performance and full accomplishment of all obligations specified in this Contract Agreement which the CONTRACTOR agreed to undertake, perform and accomplish, the CONTRACTOR shall be paid the amount of **TWO MILLION FIFTY-THREE THOUSAND THREE HUNDRED TWELVE PESOS AND SEVENTY CENTAVOS (Php2,053,312.70)** subject however, to the usual government accounting and auditing rules and regulations.