

CONTRACT AGREEMENT

FOR THE

PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES

For Item 24. Seed Spreader for Agricultural Drone-1 piece

This Contact Agreement ("Agreement") is made and entered into this 28th day of January 2022 by and between:

NEGROS ORIENTAL STATE UNIVERSITY, a State University, organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Kagawasan Ave., Main Campus, Dumaguete City, Negros Oriental, Philippines, duly represented by its President, **DR. JOEL P. LIMSON**, hereinafter referred to as "**NORSU**".

and

FARMTECH AGRILAND CORPORATION, a corporation, organized and existing under the laws of the Republic of the Philippines, with place of business at *Walk-in Alley, c. Bangoy Street, Barangay 34-D, Poblacion District, Davao City, Davao Del Sur, Region XI, Philippines*, represented in this Agreement by **MR. JOHN ASHFALL M. RELANO**, as duly authorized through Board Resolution No. Fac-010 series of 2021 dated *October 13, 2021* approved by, **Dominador L. Subang**, hereinafter referred to as "**SUPPLIER**".

WITNESSETH, THAT:

WHEREAS, a public bidding was conducted on November 8, 2021 at the Bids and Awards Committee (BAC) Office of Negros Oriental State University, Kagawasan Avenue, Dumaguete City for the project "**PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES**";





WHEREAS, the NORSU BAC recommended to the University President that the project shall be awarded to **FARMTECH AGRILAND CORPORATION**, its offer being the most advantageous to the Philippine Government;

NOW, THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

ARTICLE I. CONTRACT DOCUMENTS

The following documents shall be attached, deemed to form, and be read and construed as integral parts of this Agreement, to wit:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements,

Technical and Financial Proposals, and all other documents or statements submitted;
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's *conforme* thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

ARTICLE II – TECHNICAL SPECIFICATIONS

The inclusions in the delivery of the items in this contract are as follows:

PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES

Item 24. Seed Spreader for Agricultural Drone-1 piece

Specifications:

- Compatible with AGRAS MG1P Agricultural spraying drone
- Free software
- Free delivery
- Free installation
- Free demonstration/training
- 1-year warranty

Note: All components shall be compatible. After sales training and maintenance.

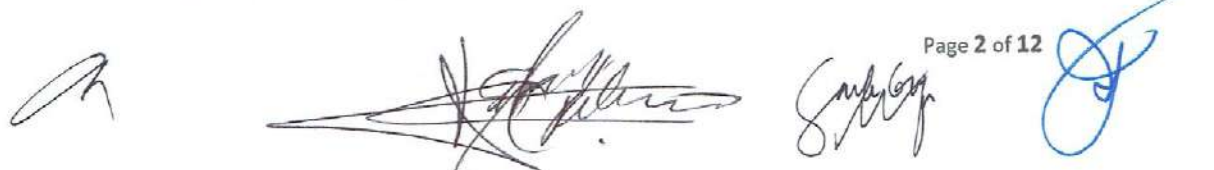
Please see attached supplier offer in "Annex A"

ARTICLE III – DELIVERY, INSPECTION AND TESTING

The work to be performed by the SUPPLIER under this contract shall commence after seven (7) calendar days upon receipt and acceptance of the Notice to proceed from the OWNER. The delivery, training and Installation of item 24 (Seed Spreader for Agricultural Drone - 1 pc) under the project "**PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES**" shall be completed within **ninety (90) calendar days** from the receipt and acceptance of the Notice to Proceed. All hardware components must be 100% functional and in good operating condition.

The winning bidder shall provide the services as stipulated in Article II.

Intensive testing should be done by the SUPPLIER together with the authorized representatives (including the end-user) of the NORSU to achieve



functionality and benefits of the equipment. The SUPPLIER must provide an actual result of the testing of the hardware validated by the end-user.

Billing will start only when all systems have been thoroughly tested, installed, running satisfactorily, and accepted by the user.

If at any time during the performance of this Contract, the Supplier should encounter conditions impeding timely delivery of the items, the SUPPLIER shall inform the NORSU in writing within 15 calendar days, explaining in such the fact of the delay, its likely duration and its cause(s) and provide proof thereof, pursuant to Section IV, Item 18.2 of the General Conditions of the Contract and GPPB Resolution No. 02-2020.

ARTICLE IV - WARRANTY

The warranty period for the contract shall be **one (1) year from the receipt of Certificate of Final Acceptance** by the end-user. The SUPPLIER hereby warrants compliance with the requirements stipulated under this contract including the hardware equipment supplied.

ARTICLE V - MAINTENANCE/TECHNICAL SUPPORT

During the warranty period, the SUPPLIER shall provide at least one (1) Certified Specialist in his/her employ to service the said equipment on site, in case of malfunctioning or any other related problem wholly or partly attributable to the operating condition of said equipment.

On call support shall be available 24 hours a day, 7 days a week. A one (1) hour response from time of the call (through telephone/mobile call) shall be provided by the winning bidder for trouble shooting.

Onsite support must have a response time of not more than eight (8) hours from the time of the call-in cases of on call/phone support could not solve the problem.

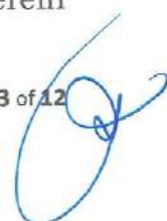
On hardware repair, testing shall be done on-site to know the extent of the problem. Travel and other incidental expenses of responding specialist shall be borne by the SUPPLIER. During warranty period, all parts beyond repair shall be Intensive testing should be done by the SUPPLIER together with the authorized representatives (including the end-user) of the NORSU to achieve functionality and benefits of the equipment. The SUPPLIER must provide an actual result of the testing of the hardware validated by the end-user.

ARTICLE VI - TECHNOLOGY TRANSFER

When needed, the SUPPLIER may provide technology transfer/in-depth technical training to Authorized Person/end user staff, free of charge. Training shall commence before issuance of Certificate of Acceptance by NORSU.

ARTICLE VII - THE CONTRACT SUM

The NORSU for and in consideration of the faithful and satisfactory fulfillment of the contract by the SUPPLIER in accordance with the terms and conditions of all contract documents and subject to the deduction herein



provided, shall pay to the SUPPLIER in Philippine Currency in the sum of **Fifty-Nine Thousand Five Hundred Pesos Only (PHP 59,500.00)**.

ARTICLE VIII – PERFORMANCE SECURITY

In accordance with the Instruction to Bidders and General Conditions of the contract, the SUPPLIER shall furnish and file per acceptance to the OWNER a Performance Security in accordance with Section 39 of the Revised Implementing Rules and Regulations of RA 9184 to guaranty the full and faithful performance of this Agreement to answer for any liability that maybe suffered by the NORSU resulting from the violation of the SUPPLIER of labor laws and other laws. PROVIDED, that in the event of the recession or termination of this contract for breach thereof, the Performance Security, at the option of the NORSU shall be automatically forfeited in favor of the NORSU and becomes immediately payable and collectible by the NORSU, otherwise, the Performance Security shall remain and continue in full force until the aforementioned obligations as to the completion and faithful compliance of the contract, liquidated damages and cost of labor and materials shall have been duly satisfied, discharged, settled and paid by the SUPPLIER.

The Performance Security shall be denominated on Philippine Pesos and posted in favor of the NORSU in an amount equal to the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument. (a)	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

ARTICLE IX – LIQUIDATED DAMAGES

Should the SUPPLIER refuse to satisfactorily comply with its undertakings, and is hereby in default under this contract, the SUPPLIER shall









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be liable for damages for the delay and shall pay the NORSU for liquidated damages and not by way of penalty, an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion thereof, for every day of delay until the same is finally performed/completed and accepted by the NORSU.

It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, the NORSU need not prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to SUPPLIER under the contract and/or collect such liquidated damages from the performance security posted by the SUPPLIER, whichever is convenient to the NORSU.

In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be terminated by the NORSU and the erring SUPPLIER'S performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the SUPPLIER shall pay NORSU under this section and the other appropriate sanctions that may be imposed to the former.

ARTICLE X - SUPPLIER'S LIABILITY

The SUPPLIER shall assume full responsibility, agrees and binds itself to indemnify the NORSU for any loss, damage, destruction and/or injury that may be incurred the during period of delivery until the period of acceptance for acts attributed to negligence, fault, misconduct or unlawful acts of the SUPPLIER and its personnel.

ARTICLE XI - CANCELLATION/TERMINATION OF CONTRACT

The NORSU has the right to terminate or cancel the contract without need of judicial action at any time on reasonable grounds, such as, but not limited to: unsatisfactory service and performance or violation of the terms and conditions of this contract, by giving the SUPPLIER at least fifteen (15) calendar days of written notice in advance to that effect, which Notice shall be final and binding on all parties.

Within thirty (30) days after the termination, cancellation, or rescission of this contract, the parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission.

ARTICLE XII - AMENDMENTS

This Agreement may be modified or amended by both Parties provided that it is within the contract period. The proposal for modification or amendment must be made in writing by any of the parties and subject to the approval of both parties.

ARTICLE XIII - VENUE OF COURT ACTION

Should any court action be instituted by the NORSU or Supplier arising from this contract, the parties hereby agree that the venue thereof shall be the proper court in the province of Negros Oriental.

IN WITNESS WHEREOF, the parties have hereunto set their hands this **28th day of January 2022** at NORSU Main Campus I, Kagawasan Avenue, Dumaguete City, Philippines.

NEGROS ORIENTAL STATE UNIVERSITY
OWNER
By:

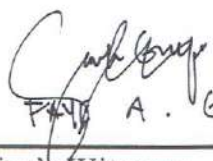
FARMTECH AGRILAND CORP.
SUPPLIER
By:


JOEL P. LIMSON, Ph.D.
University President


JOHN ASHEALL M. RELANO
Authorized Representative

Signed in the Presence of:


GLENN LUMJOD
Over-All End User


DARLA FAYE A. GOVEA
Supplier's Witness

ACKNOWLEDGMENT(1)

Republic of the Philippines}
City of Dumaguete} S.S

BEFORE ME, a Notary Public, for and in the City of Dumaguete, Philippines, this ___ day of 09 MAR 2022 2022, personally appeared the following with his competent evidence of identity which bears his picture and signature, to wit:

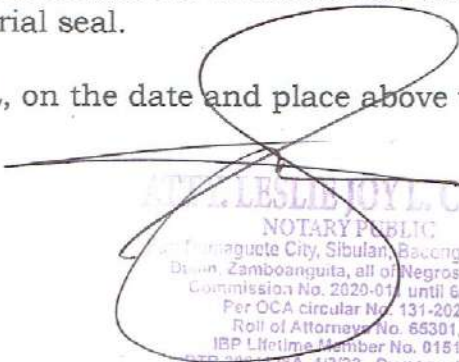
Name	Identification Card/No.	Date Issued	Valid Until
JOEL P. LIMSON, Ph. D.	TIN: <u>128-362-603</u>		

Known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free act and voluntary deed and that of the institution being represented.

The foregoing instrument refers to a Contract Agreement consisting of twelve (12) pages, including the page in which this Acknowledgement is written, signed by the Parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. 436;
Page No. 89;
Book No. I;
Series of 2022.


APR. LESLIE JOY L. CUEVAS
NOTARY PUBLIC
Dumaguete City, Sibulan, Bacang, Valencia,
Davao, Zamboangita, all of Negros Oriental
Commission No. 2020-01, until 6/30/22
Per OCA circular No. 131-2021
Roll of Attorneys No. 65301,
IBP Lifetime Member No. 015188
PTR 2081128A, 1/3/22, Dumaguete City
Room 404, Portal West Building, Cor. Hibbard &
Silliman Avenue, Dumaguete City

ACKNOWLEDGMENT (2)

Republic of the Philippines]
City of Davao _] S.S.

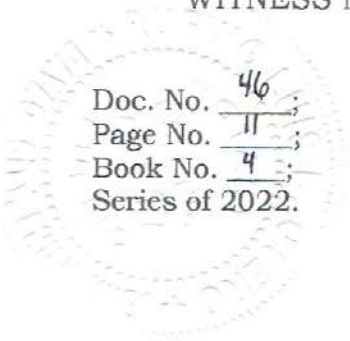
BEFORE ME, a Notary Public, for and in the City of Davao, Philippines, this ____ day of 08 FEB 2022 2022, personally appeared the following with his competent evidence of identity which bears her picture and signature, to wit:

Name	Identification Card/No.	Date Issued	Valid Until
JOHN ASHFALL M. RELANO	LTO License No. L04-17-002840		026/07/25

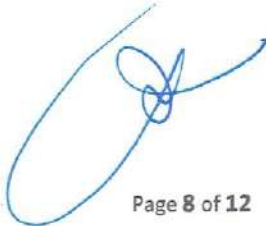
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WITNESS MY HAND AND SEAL, on the date and place above written.




ATTY. RUFINO LUIS B. OTERO
Roll of Attorneys No. 70817
IBP No. 170237 / 14 Dec 2021 / Davao City
PTR No. 6386431C / 28 Dec 2021 / Davao City
CLAS Compliance No. CLAS-DAVAO-2018-0010
24 May 2019 / Davao City
Notary Public for Davao City until 31 December 2022
Serial No. 2021-145-2022
2/F, Valdevieso Bldg., 20-A Ecoland Drive, Matina, Davao City


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For Goods Offered From Within the Philippines

Name of Bidder FARMTECH AGRILAND CORPORATION Project ID Number GOOD2021-00-03, Page 1 of 1.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit	Total Price delivered Final Destination
1	Seed Sprsader for Agricultural Drone	Philippines	1	53,000.00	2,500.00	2,975.00	1,025.00	59,500.00	59,500.00
								TOTAL	Php 59,500.00


JOHN ASH M. ARILANO
AUTHORIZED REPRESENTATIVE

Duly authorized to sign Bid for and on behalf of FARMTECH AGRILAND CORPORATION



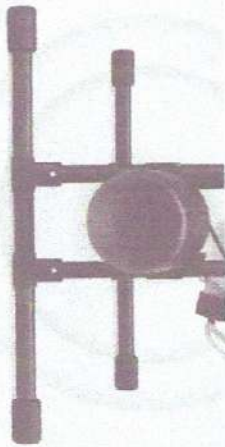
	PG-13 includes: PG-13 Expert Scoring System: * Manual scoring interface & synchronous monitoring system; * PG-13 polygraph instrument; * GSR Stainless plates electrodes; * Pneumograph sensor for upper chest respiration; * Pneumograph sensor for lower chest respiration; * Standard blood pressure cuff; * Blood Volume Sensor; * Skin temperature sensor; * Activity Sensor; * Audio & Amplifier, Video; * USB data Line all necessary cabling; * User Manual; * Duralumin instrument case w/ laptop compatible w/ the polygraph # 39 software printer For NORSU Bayawan-Sta. Catalina Campus.			
24	<u>SEED SPREADER FOR AGRICULTURAL DRONE</u> 1. Compatible with AGRAS MG1P Agricultural spraying drone 2. Free software 3. Free delivery 4. Free installation 5. Free demonstration/training 6. 1 year warranty	1 unit	₱60,000.00	COMPLY
Total ABC of all 24 items:			₱1,956,000.00	

Very truly yours,

Submitted by:


 JOHN ASHFALL M. RELANO
 Authorized Representative
 Farmtech Agriland Corporation
 Date: October 29, 2021

UPGRADED HIGH-PRECISION RADAR COMPREHENSIVE SAFETY



The MG-1P's improved radar system integrates the three high-precision terrain detection radar from previous MG-1S aircraft with an obstacle avoidance radar. This doubles detection sensitivity and allows for multi-directional detection, significantly increasing the aircraft's ability to sense obstacles and follow terrain automatically. The MG-1P can detect centimeter-wide power lines from up to 15 m away. This protects the aircraft not only from power lines, but from trees, branches and other common obstacles as well. Active Obstacle Sensing and Avoidance works during the day or at night without being influenced by light or dust. Plus, the radar system's ingress Protection rating has increased to IP67, making the system even more resistant to dirt, debris, and water.

CONTACT AUTHORIZED DEALER:

Office located: 381 Bligg, Wake in Albany, C. Blagg, 381 Bligg, Albany, Oregon, Oregon

EMAIL: us@agriddomcorp.com

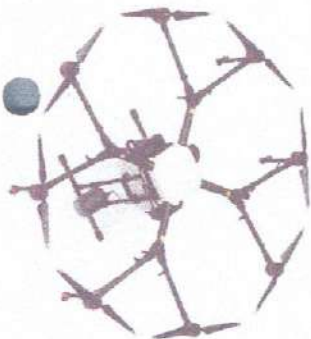
CONTACT US:
0999 226 0214

FPV CAMERA SAFETY WITH VISION



MG-1P series drones are equipped with 123° FOV wide-angle cameras that transmit clear, front-facing live views. For long distance operation, the remote controller's built-in display indicates obstacle avoidance information to ensure safety. With the help of the FPV camera feed, users can effortlessly record A/B points or waypoints, increasing work accuracy and efficiency.

FLIGHT PERFORMANCE STABLE, RELIABLE, AND WORRY-FREE



AGRAS MG-1P



John A. Melano
CERTIFIED TRUE COPY

10L AI IP67

10L Spray Tank
AI Intelligent Agriculture Engine
IP67 Protection Rating for Radar module

AGRAS MG-1P SPECIFICATIONS

Innovative Insights.

Increased Efficiency.

AIRCRAFT FRAME

Diagonal Wheelbase: 1500 mm
Frame Arm Length: 619 mm
Dimensions: MG-1P: 1460x1460x578mm (arms unfolded, without propellers) 780x780x578 mm (arms folded)

FLIGHT PARAMETERS

Total Weight (without battery): 9.7 kg
Standard Takeoff Weight: 23.8 kg (MG-1P)
Max Takeoff Weight: 24.8 kg (at sea level)
Max Thrust-to-Weight Ratio: 1.71 (with 23.8 kg takeoff weight)
Power Battery: Designated DJI Battery (MG-12000P)
Max Power Consumption: 6400 W
Hovering Power Consumption: 3800 W (with 23.7 kg takeoff weight)
Hovering Time: 20min (@12000 mAh & 13.7 kg takeoff weight)
9 min (@12000 mAh & 23.7 kg takeoff weight)
Max Operating Speed: 7 m/s
Max Flying Speed: 12 m/s (P & F mode, with GPS, 15 m/s (A mode)
Max Service Ceiling Above Sea Level: 2000 m
Recommended Operating Temperature: 0 to 40°C

AIRCRAFT RTK

Positioning System: GPS+GLONASS (global) or GPS+Baidu (Asia-Pacific)
Frequency Point: GPS L1/L2, GLONASS F1/F2
Asia-Pacific: GPS L1/L2, Baidu B1/B2
Positioning Accuracy: Flat Surface 1 cm + 1 ppm
Height: 2 cm + 1 ppm
Orientation Accuracy: (0.2/R) R is the distance between two antennas and the unit is meter
Velocity Measurement Accuracy: 0.03 m/s

REMOTE CONTROLLER CHARGER

Model: A1A052N1A
Voltage: 17.4 V
Rated Power: 57 W

HIGH-PRECISION RADAR MODULE

Model: RD2412R
Working Frequency: MIC & KCC: 24.05 GHz - 24.25 GHz
SRRC & CE & FCC: 24.05 GHz - 24.25 GHz
Equivalent Isotropic Radiated Power (EIRP): MIC/KCC/FCC/CE: 20dBm; SRRC: 13dBm
Radar Format: FMCW
Operating Temperature: -10 to 40°C
Accuracy Range: 0 to 10 m
Radar Dimensions: 109x152 mm
Power Input: DC 12 V - 30 V
Rated Weight: 406 g
Power Consumption: 12 W
Storage Temperature: if storing < 3 months: -20 to 45°C; if storing > 3 months: -40 to 28°C
Held Altitude & Terrain Follow: Altitude Measurement Range 1-30 m; Held Altitude Range 1.5-3.5 m
Obstacle Sensing Range: 1.5-30 m
(Varies according to the material, position, shape, and other properties of the obstacle)
Working Condition: The aircraft's relative altitude is greater than 1.5m and flying speed is less than 7 m/s
Safety Distance: 2.5 m
Obstacle Avoidance Direction: Forward and backward obstacle avoidance according to flying directions
Protection Rating: IP67

SPRAY SYSTEM

LIQUID TANK
Volume: 10 L
Standard Operating Payload: 10 kg
Max Battery Size: 151x195x70 mm
NOZZLE
Model: XR11001VS (0.379 L/min)
Recommended Model: TX-YK8 (0.525L/min)
Quantity: 4
Droplet Size (XR11001VS): 130 - 250 µm (subject to working environment and spraying speed)

REMOTE CONTROLLER CHARGING HUB

Model: WCH2
Output Voltage: 8.2V
Max Output Current: 1A

REMOTE CONTROLLER

Model: GL300N
Operating Frequency: 2.400 - 2.483 GHz (Europe, Japan, South Korea) 5.725 - 5.850 GHz (China, USA)
Max Transmission Range: NCC/FCC: 5 km; SRRC/CE/MIC/KCC: 3 km
EIRP: 2.4GHz: CE/MIC/KCC<20 dBm; 5.8GHz: SRRC/NCC/FCC<25 dBm
Remote Controller Battery: External Battery 4920mAh, 2s LiPo
Built-in Battery 320mAh, 2s LiPo
Output Power: 16W
Operating Temperature Range: -10 to 40°C
Storage Temperature Range: if storing < 3 months: -20 to 45°C; if storing > 3 months: -22 to 28°C
Charging Temperature Range: 5 to 40°C

John Ashfall M. Relano
CERTIFIED TRUE COPY

MG INTELLIGENT BATTERY CHARGER

Rated Input Voltage: 100-240 V
Max Input Current: 15A
Number of Batteries Available for Simultaneous Charging: 2
Charging Mode: CC/CV
Rated Output Voltage: 50.4 V
Total Output Power: 2400 W

BATTERY

Battery Model: MG-12000P
Voltage: 44.4 V
Discharge Rate: 20C
Protection Rating: IP54
Capacity: 12000 mAh
Weight: 4.0 kg

