

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	BINDING AND PUNCHING MACHINE, Heavy Duty PUNCHING CAPACITY: Capacity of 25 Sheets Material Type: Steel Binding Capacity: 500 Binding Type: Plastic Comb Punching Type: Manual With manufacturer's warranty	2	11,000.00	22,000.00
2	BINDING AND PUNCHING MACHINE, Max.15 sheets per manual punch, Binding Capacity - max comb size:51mm Max. binding capacity: 450sheets Max. width of paper - A4, FC, Legal, Letter Punching Slots: 24 holes Adjustable Guide With manufacturer's warranty	4	11,000.00	44,000.00
3	BINDING AND PUNCHING MACHINE, PUNCHING CAPACITY: Capacity of 15 Sheets Material Type: Steel Binding Capacity: 150 Binding Type: Plastic Comb Punching Type: Manual With manufacturer's warranty	2	9,500.00	9,500.00
4	LAMINATOR, Heavy Duty Laminator machine, 13" 4 rollers A3 size, infrared heating, with fan, hot and cold mounted, reverse/forward function, 220V-240V With manufacturer's warranty	1	5,000.00	5,000.00
5	PAPER SHREDDER, Automatic Paper Shredder, Shred Capacity: 5 sheets; Shred size: 4x25mm, Bin capacity: 17L, 220V-240V With manufacturer's warranty	4	6,950.00	27,800.00
6	PAPER TRIMMER/CUTTING MACHINE, wood base, heavy duty trimmer, A3 (15-inch x 18 inch)	6	2,200.00	13,200.00

7	<p>PHOTOCOPIER, A3 Mono Photocopier Machine (COPY, PRINT, SCAN) 20ppm, Print Speed: (CPM)11-20ppm, Printer Function Type: Mono Laser printer, Office Printer, Multi-function, Scanning, Copying, Double Sided Printing: Yes, USB Support: Yes, Max Print Resolution: Color600dpi Mono/color: Mono, Wattage: 901-1000, Paper Handling: A3 297mm X 420mm, Output Tray Capacity: 101 sheet and up, Input Tray Capacity :(papers)101-150 Sheet, input voltage (V): 220V, Maximum Print Resolution: 600 x 600 dpi, Copier stand and starter kit ink/toner included With manufacturer's warranty, with after-sales service Lifetime free service</p>	3	60,000.00	180,000.00
8	<p>PHOTOCOPIER, Colored A3 Copier, Printer, Scanner with Smart Operation Panel 10.1 inches And Automatic Reverse Document Feeder Continuous output speed: 20 ppm Memory: Standard: 2 GB HDD: 320 GB (standard/maximum) ARDF Capacity: 100 sheets Power source: 220-240V 50/60 Hz Dimension (W x D x H): 587 x 685 x 913 mm Recommended paper size: B6 to SRA3 Scanning Speed: 80 ipm (ARDF) SD card port slot, USB port slot Multiple copying: Up to 999 copies Resolution: 600 dpi Zoom: From 25 % to 400% in 1% step Print resolution: 1,200 x 1,200 dpi Network Interface (Standard): Ethernet 10 base-T/100base-TX/1000 base-T, USB Host I/F Type A, USB Device I/F Type B Scanning Speed: 80 ipm (ARDF) Resolution: 1,200 dpi (maximum) Compression method: TIFF (MH, MR, MMR, JBIG2), Grayscale File formats: Single Page TIFF, Single page JPEG, Single Page High compression PDF, Single page PDF-A, Multi page TIFF, Multi page PDF, Multi page High compression PDF, Multi Page PDF-A</p>	1	220,000.00	220,000.00

	Scan modes: Email, Folder, USB, SD Card After sales service: Copier stand and starter kit ink/toner included Lifetime free service.			
	Grand total			521,500.00

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:


WORLY JIMENEZ
Manager

ID No. XN003 / COMPANY I.D

Issued on: _____

Issued at: XWORKS SALES & SERVICES

Signed in the presence of:

NVSU Representative


RUEL D. CACANINDIN
SALES MANAGER
Xworks Sales & Services Inc.
09285055091

Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV

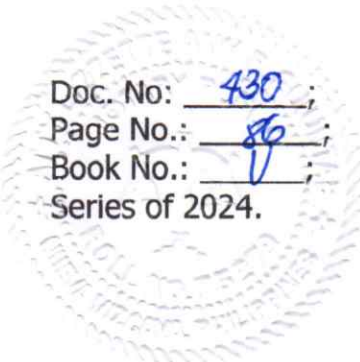
ACKNOWLEDGMENT

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 **WORLY JIMENEZ** of XWORKS SALES AND SERVICES INC., who presented to me his valid ID _____ issued by _____ 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 APR 05 2024 day of _____ 2024 in BAYOMBONG NUEVA VIZCAYA, Philippines.



Doc. No: 430 ;
Page No.: 86 ;
Book No.: 1 ;
Series of 2024.

Lizette Any R. Guiuntab
ATTY. LIZETTE ANY R. GUIUNTAB
Notarial Commission No. 123 until 12-31-25
Ret. No. 75279 / July 23, 2020
IBP O.R. No. 384767 / January 2, 2024
PTR No. 2023843 / December 6, 2023 for 2024
issued at Bayombong, Nueva Vizcaya
MCLE Compliance No.: VII-0012715 until April 14, 2025
Don Domingo Maddela, Bayombong, Nueva Vizcaya