

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of _____ 2025 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **XWORKS SALES & SERVICES, INC.**, with principal office at 602 National Life Building, Session Road, Baguio City, represented herein by its Sales Account Manager, **RUEL D. CACANINDIN**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2025-3E: Supply and Delivery of Various ICT Equipment for the University**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid equipment;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on _____ 2025;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **One Hundred Nine Thousand pesos only (Php109,000.00)**.

II. Expected date of Delivery of equipment is Sixty (60) calendar days after the receipt of Notice to Proceed.

It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



III. Goods/Supplies

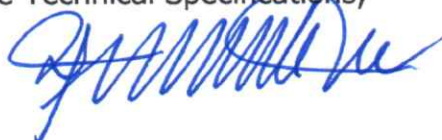
The **Supplier** accepted the aforesaid amount as payment of supplies materials for the complete of deliveries of goods and services, as follows:

No.	Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost
1	16.	<p>PRINTER, Print Technology: Color Laser; Functionality: Print, Copy, Scan, Fax; Print Speed: Up to 25 pages per minute (ppm) in both color and monochrome; Print Resolution: Up to 1200 x 600 dpi;</p> <p>Monthly Duty Cycle: Up to 30,000 pages; Paper Capacity: Input: 250-sheet paper tray, Output: 150-sheet output tray; Paper Sizes Supported: A4, Letter, Legal, A5, A6, B5, Custom sizes; Connectivity: USB 2.0, Ethernet, (Optional) Wi-Fi; Display: LCD control panel; Copy Speed: Up to 25 ppm; Copy Resolution: Up to 600 x 600 dpi; Scan Resolution: Up to 1200 x 1200 dpi (optical); Fax Functionality: Color and black-and-white faxing capabilities; Memory: 256 MB (standard); Operating Systems Supported: Windows, macOS, and Linux With manufacturer's warranty</p>	2	Unit	54,500.00	109,000.00
		<p><i>Note:</i></p> <p>1. Brand name must be 10 years in the market locally and internationally</p> <p>2. License of Windows OS and MS Office must be procured at the official supplier of NVSU</p>				-
		GRAND TOTAL				109,000.00

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.
Public Servant and University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:


RUEL D. CACANINDIN
Sales Account Manager

ID No. DL 359688975

Issued on: JULY 31, 2023

Issued at: BAGUIO CITY- LTO

Signed in the presence of:


ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER - FINANCE

NVSU Representative

Supplier Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
CITF 2015-01-002

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 **RUEL D. CACANINDIN** of **XWORKS SALES & SERVICES, INC.**, who presented to me her 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 five (5) 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 FEB 06 2025 day of _____ 2025 in _____, Philippines.



ATTY. OMAR R. EVANGELISTA

Notary Public
Until December 31, 2026
N.A. No. 107-NC-25-R

PTR No. 7650306 January 6, 2025 Baguio City
IBP O.R. No. 479554 2025 November 28, 2024 Baguio-Benguet Chapter
Attorneys R.N. No. 40135 May 3, 1995
43-B Lt. Tacay Road, Purok 9 Pinsao Proper, Baguio City
MCLE Compliance Cert. No. VII-0012120 April 14, 2025
Email: attyomar9@yahoo.com
CP No. 0921-474-1465

Notary Public

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