

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 **PCINET COMPUTER TRADING**, with principal office at National Highway, Brgy., Quirino, Solano, Nueva Vizcaya, represented herein by its Operations Manager, **JHEIRON M. TERRE**, 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 **Two Million Six Hundred Fifteen Thousand Five Hundred Thirty-Three pesos only (Php2,615,533.00)**.

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	2.	DESKTOP COMPUTER, Processor i5 13th Gen or latest, 16GB DDR4 RAM Delta RGB 3200MHz, 1TB SSD, 22-in. flat IPS 1920 x 1080 resolution, D-Sub, Eco Saving Plus, Flicker Free, AMD Freesync, Tilt 3-1-0, 5msGTG 75Hz HDMI, Eye Saver Mode, Game Color Mode LED Monitor, Ultra Durable Anti-Sulfur Resistor Smart Fan 5 Motherboard, 700W PSU Casing, VGA, AVR, Mouse, Keyboard, license Win11, MS Office 2021 or latest, 1yr warranty	2	Set	33,300.00	66,600.00
2	3.	DESKTOP COMPUTER, Processor i7 13th Gen or latest, 16GB DDR4 RAM Delta RGB 3200MHz 1TB SSD, 22-in. flat IPS 1920 x 1080 resolution, D-Sub, Eco Saving Plus, Flicker Free, AMD Freesync, Tilt 3-1-0, 5msGTG 75Hz HDMI, Eye Saver Mode, Game Color Mode LED Monitor, Ultra Durable Anti-Sulfur Resistor Smart Fan 5 Motherboard, 700W thru rated power PSU Casing, 4GB GDDR5 1665MHz, dual fan VGA , AVR, Mouse, Keyboard, license Win11, MS Office 2021 or latest, 1yr warranty	8	Set	54,960.00	439,680.00
3	4.	LAPTOP, Core i7 13th gen or latest 16GB RAM 1TB SSD 15.6 LED monitor 4GB GPU pre-installed Win10 and MS Office mouse and bag 1yr warranty	5	Unit	57,400.00	287,000.00
4	5.	LAPTOP, Processor: Intel Core i5 (13th Gen; Graphics: NVIDIA GeForce GTX 1650, 4GB GDDR6 (or equivalent integrated GPU); RAM: 16GB DDR4 or higher (Expandable to 32GB); Storage: 1TB SSD (NVMe PCIe Gen 3); Display: 15.6-inch Full HD (1920 x 1080) IPS, 120Hz refresh rate; License Operating System: Windows 11; MS Office 2021, Ports: 1 x HDMI 2.0, 1 x USB 3.2 Gen 2 Type-C, 2 x USB 3.2	2	Set	51,700.00	103,400.00

		Gen 1 Type-A, 1 x RJ-45 Ethernet port; Connectivity: Intel Wi-Fi 6, Bluetooth 5.1; Battery: 3- cell Li-ion, up to 7 hours; Weight: 2.0 - 2.5 kg With manufacturer's warranty				
5	8.	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; With extra toner With manufacturer's warranty	19	Unit	51,640.00	981,160.00
6	10.	PHOTOCOPIER, COLOUR MULTIFUNCTION LASER PRINTER Specs: Type: Desktop Memory Capacity: 512 MB (Max: 512 MB) Colour Capability: Full Colour Scan Resolution: 600 x 600 dpi Printing Resolution: 600 x 2,400 dpi Warm-up Time: 35 seconds or less (23 degrees Celsius room temperature) Recovery Time (Recovery Time from Sleep Mode): 17 seconds or less (23 degrees Celsius room temperature) Original Size: Maximum of A4, Letter, Legal*2 for both Sheet and Book Paper Size: Max: A4, Letter, Legal Min: A6, 76 x 127 mm Image loss width: Lead edge 4.1 mm, Trail edge 4.1 mm, Right/Left edge 4.1 mm Paper Weight: Paper Tray: 60 to 176 gsm Bypass Tray: 60 to 176 gsm First Copy Output Time: B/W: 9.5 sec. (A4) Colour:	8	Unit	33,200.00	265,600.00

		<p>12.0 sec. (A4)</p> <p>Continuous Copy Speed: A4: B/W: 31 ppm Colour: 31 ppm A5: B/W: 41 ppm Colour: 41 ppm</p> <p>Paper Tray Capacity: Standard: Standard Tray: 250 sheets Bypass Tray: 50 sheets Optional: 250 Sheets</p> <p>Feeder Unit: 250 sheets Max: 550 sheets [Standard + 250 Sheets Feeder Unit]</p> <p>Output Tray Capacity: 150 sheets (Face down)</p> <p>Power Supply: AC220-240 V +/- 10 %, 10 A, 50/60 Hz common</p> <p>Maximum Power Consumption: 1,120 W Sleep Mode: 0.5 W Low Power Mode: 11 W Ready Mode: 41 W</p> <p>With manufacturer's warranty</p>				
7	11.	<p>PRINTER, A3 Wi-Fi duplex all-in-one ink tank print, scan, copy, fax with adf, resolution: print 4800x2400 dpi Automatic 2-sided printing ISO 24734, scan 12000x2400 dpi, copy 600x600 dpi A3 ISO 24735</p> <p>With manufacturer's warranty</p>	1	Unit	49,015.00	49,015.00
8	12.	<p>PRINTER, A3 Wi-Fi Duplex All-in-One Ink Tank Printer</p> <p>Print speed of up to 25.0 ipm</p> <p>Prints up to A3+ (for simplex)</p> <p>Automatic duplex printing</p> <p>Ultra-high page yield of 7,500 pages (black) and 6,000 pages (colour)</p> <p>Wi-Fi, Wi-Fi Direct, Ethernet</p> <p>Epson Connect (Epson iPrint, Epson Email Print and Remote Print Driver, Scan to Cloud)</p> <p>With manufacturer's warranty</p>	3	Unit	49,015.00	147,045.00
9	14.	<p>PRINTER, Colour Laser Beam Printing, Print Speed (A4, letter, legal): Up to 33 ppm, First Print Out Time (A4): Approx. 7.1 sec (Mono / Colour), Print Resolution: Up to 1,200 x 1,200 dpi (equivalent), Mobile Printing, Gigabit Ethernet, Wireless, Direct Connection Recommended Monthly Print Volume: 750 - 4,000 pages</p> <p>With manufacturer's warranty</p>	1	Unit	52,788.00	52,788.00

10	15.	<p>PRINTER, PIGMENT BASED-INK PRINTER. Print</p> <p>Technology: Inkjet, Print only. Printing: Color printing, maximum resolution: 4800 x 2400 DPI, Print Speed (color, normal quality, A4/US letter): 22 ppm, Maximum SO A-series paper size: A3+. WIFI. Direct printing. Product color: Black print speed up to 25.0 ipm. Prints up to A3+ (for simplex) Automatic duplex printing.</p> <p>Ultra-high page yield of 7, 500 pages (black) and 6, 000 pages (color), ISO 24734, ISO 24735 with complete set of extra ink</p> <p>With manufacturer's warranty</p>	1	Unit	49,015.00	49,015.00
11	17.	<p>PRINTER, Wi-Fi Duplex All-in-One Ink Tank Printer (copy, scan, print), Print speed of up to 25.0 ipm, Prints up to A3+, Automatic duplex printing, Ultra-high page yield of 7,500 pages (black) and 6,000 pages (colour),</p> <p>Wi-Fi, Wi-Fi Direct, Ethernet</p> <p>Cloud Connect, print ISO 24734, copy ISO 24735</p> <p>With manufacturer's warranty</p>	1	Unit		49,015.00
12	18.	<p>PRINTER, With ultra-high page yield of up to 7,500 pages in black and 6,000 pages in colour, Print speed of up to 25.0 ipm, can print up to A3+ (for simplex),</p> <p>Automatic duplex printing of up to A3 size and Wi-Fi,</p> <p>Wi-Fi Direct ready</p> <p>With manufacturer's warranty</p>	1	Unit	49,015.00	49,015.00
	19.	<p>SCANNER, Scanner, ADF (Automatic Document Feeder)</p> <p>Duplex scanning; Color, grayscale, monochrome, automatic, 30 ppm; 60 ipm; Simplex & Duplex scanning; 150 dpi-600 dpi; 300 sheets/day A4, A5, A6, B5, B6, Business card, Postcard, Letter, Legal and Custom sizes;</p> <p>Automatically recognizes document type by paper length (up to 120 inches long),</p> <p>Paper Stream IP Driver (TWAIN & ISIS), Software Operation Panel, ABBYY Fine reader Sprint, Scanner Central Admin Agent,</p> <p>With Ultrasonic Multi-Feed Detection Sensor</p> <p>With manufacturer's warranty</p>	2	Unit	38,100.00	76,200.00

	<i>Note:</i> 1. Brand name must be 10 years in the market locally and internationally 2. License of Windows OS and MS Office must be procured at the official supplier of NVSU				
	GRAND TOTAL				2,615,533.00

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

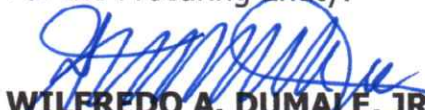
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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:



JHEIRON M. TERRE
Operations Manager

ID No. P6049421B

Issued on: DFA BAGUIO

Issued at: 06 JAN. 2021

Signed in the presence of:


ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER-FINANCE

NVSU Representative

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 **JHEIRON M. TERRE** of **PCINET COMPUTER TRADING**, who presented to me her valid ID no. P6049474 B issued by DPA Daguio 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 eight (8) 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 03 FEB 2025 day of _____ 2025 in BAYOMBONG, NUEVA VIZCAYA Philippines.

Notary Public

Doc. No: 310 ;
Page No.: 63 ;
Book No.: XXXV
Series of 2025.


ATTY. ARIEL IAN M. MADDELA
NOTARY PUBLIC
VALID UNTIL DECEMBER 31, 2025
NOTARIAL COMMISSION NO. 05-23
PTR NO. 2962377; DEC. 23, 2024
IBP LIFETIME NO. 19553
ROLL NO. 54595; 05-04-2007
BAYOMBONG, NUEVA VIZCAYA