

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, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **PCINET COMPUTER TRADING** with principal office at PCINET Building, National Highway, Brgy., Quirino, Solano, Nueva Vizcaya, represented herein by its Manager, Charlie Guinid Hiadan, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project: **Project 2025-02G: Supply and Delivery of Various Semi-Expendable Office Equipment for the University (2nd Advertisement)**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid supplies/goods/services;

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

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 Million Seven Hundred Eighty-Six Thousand One Hundred Ninety and 10/100 Pesos only (Php1,786,190.10).**

II. Expected date of Delivery of Goods and/or Performance of Services

The Supplier shall be bound by the following time schedules:

1. Delivery of various semi-expendable office equipment for the University within thirty (30) calendar days upon 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 various semi-expendable office equipment for the University for the completion of works/delivery at the unit Bid stated below:

No.	Item No.	Particulars	Unit	Qty	Unit Cost	Total Cost
1	6	CABLE, VENTION ALIBJ HDMI 2.0; 4K; wide range of compatibility - PC TV LCD Laptop Projector; at least 5 meters long	Piece	10	307.40	3,074.00
2	8	CABLE, VENTION PORTABLE HDMI CABLE 3M BLACK 4K at 60Hz conductor pure copper Standard, connector gold plated @ 3 meters	Piece	31	227.90	7,064.90
3	15	CAMERA, CAMERA, webcam for computer/laptop A4TECH PK920H 1080P Resolution: Full HD 1080P, 1920*1080 Pixels Lens Type: Full HD Glass Lens Viewing Angle: 70 Degrees Focus Type : Fixed Focus Focus Range: 60cm and beyond Built-in Mic: Single Digital Mic. Output Format: MJPEG Frame Rate: 30 fps USB: USB 2.0 Video Device Class (UVC) Mode: Universal Compatibility	Unit	2	1,219.00	2,438.00
4	16	CAMERA, Web Cam- Resolution: 720p HD (1280 x 720 pixels); Field of View: 60 degrees; Frame Rate: 30 frames per second (fps); Lens: Fixed focus lens; Microphone: Built-in omnidirectional microphone with Noise-cancelling feature; Connectivity: USB 2.0 connection; A4TECH PK-925H Resolution: Full HD 1080P, 1920*1080 Pixels Lens Type: Full HD Glass Lens Viewing Angle: 70 Degrees Focus Type : Fixed Focus Focus Range: 60cm and beyond Built-in Mic: Digital HD Omni-Directional Mic. Output Format: MJPEG Frame Rate: 30 fps USB: USB 2.0 System Requirements Compatible with: Windows 7/8/8.1/10 or Later Works in USB Video Device Class (UVC) Mode: Cable Length: 1.5 meters This 1080P webcam has the built-in microphone which enables you to enjoy chatting in real time video with your family and friends. And the microphone has applied the noise-cancelling technology	Unit	10	1,219.00	12,190.00
5	21	CCTV, TPLINK TAPO C211 INDOOR 3.8 MM 2K 3MP CCTV 15fps; atleast 85mm x 86mm x 115mm; 360° horizontal and 114° vertical range; visual distance of up to 30 ft; Stores up to 128 GB on a microSD card, equal to 384 hours (16 days) of footage. Wifi CCTV	Set	4	1,356.80	5,427.20
6	25	DESKTOP COMPUTER, Processor i5 13th Gen or latest, 16GB DDR4 RAM INTEL CORE I5 14400 10C 16T 1.8 4.7 20M, DELTA TUF RGB 16GB 3200 DDR4, ADATA 512GB 2.5 SSD, Samsung LS22D300GAEXXP, GIGABYTE H610M K DDR4, NUETRON FIT CASING 2817G, with 700w Max PSU, Shivtech 1000Watts AVR, RAPOO NXI600 KBM COMBO, Licensed WINDOWS 11 PRO 64BIT, Licensed MS OFFICE PROFESSIONAL 2021, 1 Year Warranty	Set	25	35,510.00	887,750.00
7	43	MAINTENANCE BOX, EPSON L6190, T04D1 Genuine	Box	1	731.40	731.4
8	54	MOUSE, Dual Mode (USB Wireless A4TECH FB26CS BT +2.4G WIRELESS + BT RECHARGEABLE GREY Sensor: Optical, Distance: 5~10 m, Report Rate: 125 Hz, DPI: 1000-1200-1600-2000, Buttons: 4	Unit	2	731.40	1,462.80

9	60	NETWORK SWITCH HUB, TPLINK TL-SG1016 16-Port Gigabit Rackmount Switch, 100/1000Mbps RJ45 ports, Standard 19-inch rack-mountable steel case, Unmanaged	Unit	3	4,346.00	13,038.00
10	65	PRINTER, EPSON LX310 Dot Matrix Printer, Impact Dot Matrix, Approximately 400 million strokes/wire , Dimension (L x W x H): 66" X 41" X 30"	Unit	1	13,250.00	13,250.00
11	67	PRINTER, EPSON L6290 Ink Tank All-in-One (Print, Scan, Copy, Fax with ADF), Auto Duplex, print resolution 4800x1200dpi. A4 Up to 33ppm/20ppm print. Up to 15.0ipm / 8.0ipm B/W Print Speed ISO 24734. print method on-demand inkjet piezoelectric, copy 600x600dpi ISO 29183, scan 1200 x 2400 dpi, 2.4" colour LCD, USB2.0, Ethernet, WiFi, WiFi-Direct	Unit	12	19,551.70	234,620.40
12	68	PRINTER, EPSON L5290 Ink Tank All-in-One (Print, Scan, Copy, Fax with ADF), print resolution 5760x1440dpi. A4 Up to 33ppm/15ppm print. Up to 10.0ipm / 5.0ipm B/W Print Speed ISO 24734. print method on-demand inkjet piezoelectric, copy 600x600dpi ISO 29183, scan 1200 x 2400 dpi CIS sensor, 1.44" colour LCD, USB2.0, Ethernet, WiFi, WiFi-Direct	Unit	29	12,879.00	373,491.00
13	69	PRINTER, EPSON L121 Ink Tank print only, Print speed: ISO 24734, A4 simplex(Black/Colour): Up to 9.0 ipm / 4.8 ipm, resolution 720 x 720 dpi, print method inkjet piezoelectric,	Unit	14	5,565.00	77,910.00
14	70	PRINTER, EPSON WF-100 WI-FI INKJET PRINT portable inkjet printer, wireless/bluetooth connection, Print Direction Bi-directional printing, Uni-directional, printing Maximum Resolution: 5760 x 1440 dpi, Paper Hold Capacity/Input Capacity:20 sheets, A4 Plain Paper (75 gsm)	Unit	1	17,124.30	17,124.30
15	72	SCANNER, HP SCANJET PRO 2000 s2 Document Scanner, Input type: Sheet fed; Auto document feeder: Standard, 50 sheets; Connectivity: USB 3.0; Dimensions (W X D X H): 11.8 x 6.8 x 6.1 in; Weight : 6.0 lb; Supported operating systems: Microsoft Windows (10, 8.1, 7, XP: 32-bit and 64-bit, 2008 R2, 2012 R2, 2016, 2019)	Unit	2	18,232.00	36,464.00
16	73	SCANNER, Scan at speeds up to 35ppm-50ppm/70ipm EPSON WORKFORCE ES-580W A4 DUPLEX SHEET-FED DOCUMENT SCANNER SCANNER, Scan at speeds up to 35ppm-50ppm/70ipm (one-pass duplex) Scan up to A4-Legal Paper Scan from 27 413 g/m2 Auto Scan mode With USB connectivity -220 volts Black or White (one-pass duplex) Scan up to A4-Legal Paper Scan from 27gsm to 450gsm Auto Scan mode With USB connectivity 220 volts Black or White	Unit	3	33,384.70	100,154.10
		GRAND TOTAL				1,786,190.10

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.

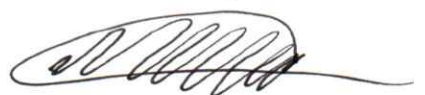
The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.

VI. Advance Payment and Terms of Payment

- 1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2. The **Procuring Entity** is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations.
- 3. 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

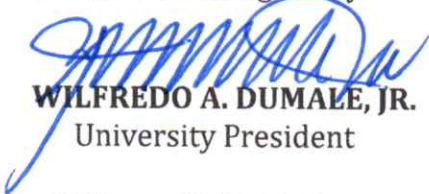
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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: Dec. 21, 2022
Issued at: Nueva Vizcaya State Univ.

For the Supplier:


CHARLIE GUINID HIADAN
Manager

ID No. P604a 421B
Issued on: 06 Jan 2021
Issued at: DPA Baguio


ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER-FINANCE
NVSU Representative

Signed in the presence of:

Supplier Representative

Funds Available:


LIZA B. 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 **CHARLIE GUINID HIADAN** of **PCINET COMPUTER TRADING** 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 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 28 day of March 2025 in _____, Philippines.

Notary Public

Doc. No: 192
Page No.: 40
Book No.: 06
Series of 2025.


ATTY. MAC JERWIN G. MARI
Notary Public
Valid Until December 31, 2026
Notarial Commission No. 18-24
PTR No. 2962378; December 23, 2024
IBP No. 503392; January 9, 2025
ROLL No. 80098; 05-18-22
MCLE COMPLIANCE No. ADMITTED in 2022
Bayombong, Nueva Vizcaya