CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT, made and executed this ______APR 0 4 2025 _____, by and between:

The ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U) - MIAGAO CAMPUS, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Brgy. Igtuba, Miagao, Iloilo, Philippines, represented herein by its Campus Administrator, DR. RAMON N. EMMANUEL, JR., (hereinafter referred to as the "ISAT U")

and

AEP SYSTEMS INTEGRATION INC., with office address at 21 Huervana St., Brgy. Divinagracia, La Paz, Iloilo City, Philippines, herein represented by its Authorized Representative, **MS. MZ KIRTH P. AREVALO,** (hereinafter referred to as the "SUPPLIER");

WHEREAS, ISAT U has programmed the PROCUREMENT OF ICT EQUIPMENT FOR VARIOUS DEPARTMENT - EPA with Project Reference No.: ISAT U MC-GOODS-2025-01-03:

WHEREAS, ISAT U, through it Bids and Awards Committee (BAC), posted the Invitation to Bid on the ISAT U and PhilGEPS websites, as well as on the BAC ISAT U Bulletin Board, continuously for at least seven (7) days, starting February 5, 2025 to February 25, 2025 as provided under Section 54.2.4 of the Republic Act No. 9184 or otherwise known as the Government Procurement Reform Act and its 2016 Revised Implementing Rules and Regulations (RA 9184 and its 2016 RIRR), with Approved Budget for the Contract (ABC) of FIVE HUNDRED THOUSAND PESOS ONLY (Php 500,000.00), inclusive of applicable taxes, as indicated in Purchase Request No. PB 2025-003.

WHEREAS, on March 26, 2025, the Campus Administrator signed the Notice of Award;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agrees as follows:

ARTICLE I

(Included in the Agreement)

By RA 9184 and its 2016 Revised Implementing Rules and Regulations, the following documents shall form part of this Agreement:

- a. Bidding Documents
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
- c. Performance Security;
- d. Notice of Award of Contract:
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity Concerned in the Bidding Documents, such as the construction schedule and A-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM or other acceptable tools of project scheduling for infrastructure projects; and
- f. RA 9184 and its 2016 RIRR, as amended

FNGFLYN BEBING

MZ KIRTH P. AREVALO
Authorized Representative

RAMON N. EMMANUEL, JR., PhD Campus Administrator ARTICLE II (Technical Specifications)

Item No.	Description	Brand	Qty/ Unit	Unit Cost	Total
1.	Desktop Computer, i5 processor or its equivalent, 16GB Memory, storage: 1TB HDD + 256GB SSD, graphics card: GT 1030 2GB or its equivalent, 19.5" or higher LED Monitor, USB keyboard and mouse, 650VA/ 720VA with 4 outlet or higher, Voltage: 220 VAC with licensed operating system kit Pro series	Intel, Asus, Adata, Western Digital, Inplay, Ramsta, Acer, A4Tech, AWP, Microsoft	1 unit	52,000.00	52,000.00
2.	Laptop, Intel Core Ultra 5 125U Processor (Ecores up to 3.60 GHz P-cores up to 4.30 GHz), 8 GB DDR5-5600MHz, 256 GB SSD M.2 2280 PCIe Gen4 TLC Opal, Integrated Graphics with Licensed Operating System Kit Pro series and laptop bag	Lenovo ThinkPad T16 Gen 3 (21MNCTO1W WPH2)	5 units	69,800.00	349,000.00
3.	Television, 65" QLED Q60D 4K Tizen OS Smart TV or higher: Video: Quantum Processor Lite 4K OS: Tizen Smart TV Connectivity: HDMI, USB, Digital Audio Out, RF In, Wi-Fi, Bluetooth, HMI Audio Return Channel, with adjustable height mobile TV cart floor stand and freestanding lifting trolley for 32"-65" TV holder, parts included: tray and 2 layer shelves (1 lower shelf & 1 top shelf), 50-60kg load bearing with 4 swivel break wheels	Samsung QA- 65QE1DAG 65" QLED 4k Smart TV	1 unit	67,800.00	67,800.00
	Delivery Period: 30 days Warranty Period: 1 year				
	***** Nothing Follows *****				
	For official use of various department				
	Requested by: Dr. Loriedee D. Bentula				
	TOTAL BID AMOUNT		Php 468,800.00		

ARTICLE III (Completion Time)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Thirty** (30) Calendar Days which will commence within ten (10) days upon receipt of the Notice to Proceed.

ARTICLE IV

(Contract Amount)

In consideration for the sum of FOUR HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED PESOS ONLY (PHP 468,800.00), or such other sums as may be ascertained, the SUPPLIER agrees to the PROCUREMENT OF ICT EQUIPMENT FOR VARIOUS DEPARTMENT - EPA in accordance with its bid.

The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of this Agreement.

ARTICLE V

(Contractor's Warranty of Works)

The **SUPPLIER** guarantees that all materials it will supply under the Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provisions under Section 62.1 on warranty security shall be observed.

ARTICLE VI

(Liquidated Damages)

If the **SUPPLIER** refuses or fails to satisfactorily complete the obligation within the specified contract time, plus any time extension duly granted, and is in default under the Agreement, the **SUPPLIER** agrees to pay **ISAT U** for liquidated damages (LD) in an amount equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. **ISAT U** shall have the option to deduct the liquidated damages from payments or any money due or which may become due to the **SUPPLIER** under this Agreement and/or collect such liquidated damages from the retention money or other securities posted by the **SUPPLIER** whichever is convenient to **ISAT U**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Agreement, **ISAT U** may rescind this Agreement, without prejudice to other courses of action and remedies open to **ISAT U**.

ARTICLE VII

(Settlement of Disputes)

The settlement of disputes or differences of any kind whatsoever that arise between the Parties in connection with the implementation of the Agreement shall be settled in accordance with Rule XVIII (Settlements of Disputes) under the 2016 RIRR of RA 9184.

ARTICLE VIII

(Miscellaneous Provisions)

The Parties warrant that they have full power and authority to represent their respective agency/office/entity.

The **SUPPLIER** shall facilitate this Agreement's notarization and bear its cost.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)

By:

By:

RAMON N. EMMANUEL, JR., PhD
Campus Administrator

MZ KIRTH P. AREVALO Authorized Representative

AEP SYSTEMS INTEGRATION INC..

WITNESSED BY:

LORIEDEE D. BENTULA, PhD

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Head, Office of Instruction

MARIA LUISA N. EIMAN

Head, Administrative and Finance Services

REPUBLIC OF THE PHILIPPINES:		
CITY OF ILOILO	:	S.S
x X		

ACKNOWLEDGMENT

	BEFORE ME, this day	y of APR 042	2025 , in	,
	rsonally appeared the following persons entities, to wit:	who exhibited their	identification cards t	o establish their
		Government ID	Place Issued	Date Issued
1	RAMON N. EMMANUEL, JR., PhD	ISAT U ID No 940606-022-F	Miagao Campus	August 5, 2023
2	MZ KIRTH P. AREVALO	Driver's License 709-20-002191	Calinoa	may 27, 2020

known to me to be the same persons who executed the foregoing instrument and acknowledged that the same is their free act and deed and of the institution/agency they represent.

The instrument, which refers to a **Contract of Agreement (Procurement of ICT Equipment for Various Department - EPA** consists of four (4) pages including the page on which acknowledgement is written has been signed on the left margin of each and every page thereof by the parties and their witnesses and sealed with my notarial seal.

Doc No.
Page No.
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Series of

ATTY, IS A COLO S. PRADO JR.

JOTARY PUBLIC FOR THE CITY AND PROVING OF ILOILO AND L DECEMBER 31, 2025
IBP NO. 494561, 1/2/2025, P. SIG CITY PTR NO. 6794939, 1/2/2025, P. SIG CITY, NOT. REG. NO. 14, ROLL NO. 25533
MCLE VIII UNTIL 4/14/2028, NO. 0013684
TIN 17-355-747
EZZANINE FLOOR RED PLAZA BUILDING MASA ST. ILOILO GITM (1997) 244-244.