

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this MAR 20 2025, by and between:

The **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY – LA PAZ, ILOILO CITY CAMPUS**, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Burgos Street, La Paz, Iloilo City, Philippines, herein represented by its SUC Presidents III, **DR. GABRIEL M. SALISTRE, JR.**, (hereinafter referred to as the “**ISAT U**”);

and

**NIG MARKETING CORPORATION** with office address at #32 Mabini Street, Barangay Liberation, Iloilo City, Philippines, herein represented by its Authorized Representative, **MS. JENNIFER E. ALIPATO** (hereinafter referred to as the “**SUPPLIER**”).

**WHEREAS**, **ISAT U** has programmed the **PROCUREMENT OF TELEVISION FOR CIT - EPA** with Project Reference No. **ISAT U GOODS–2025–01–004**;

**WHEREAS**, **ISAT U**, through its Bids and Awards Committee (BAC), posted the Invitation to Bid on the **ISAT U** and **PhilGEPS** website, as well as on the **ISAT U** Bulletin Boards, continuously for at least 7 days, starting October 11, 2024 to October 30, 2024 as provided under Section 54.2.4 of Republic Act No. 9184 or otherwise known as the Government Procurement reform Act and its 2016 Revised Implementing Rules and Regulations (RA9184 and its 2016 RIRR), with an Approved Budget for the Contract (**ABC**) of **Five Hundred Sixty Nine Thousand Nine Hundred Pesos Only (PhP569,900.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. **PB-2025-006**;

**WHEREAS**, in BAC Resolution No. 570 s. 2024 dated November 25, 2024, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **SUPPLIER**;

**WHEREAS**, on January 2, 2025, the University President signed the Notice of Award;

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

**ARTICLE I**  
(Included in the Agreement)

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

- a. *Philippine Bidding Documents (PBDs)*
  - i. *Schedule of Requirements*
  - ii. *Technical Specifications*
  - iii. *General and Special Conditions of the Contract*
  - iv. *Supplemental or Bid Bulletins, if any*
- b. *Winning Bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documentary/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. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract; and

f. RA 9184 and its 2016 RIRR, as amended

ARTICLE II  
(Technical Specifications)

Item No.	Description/Brand	Qty/ Unit	Unit Price	Total Price
1	Television - SONY Model: KD75X80k Specification: 75 inches,4K UHD, Google TV, Dolby Vision, Dolby Atmos X1 4k HDR Processor Narrow bezel Triluminos Pro 4K X-reality Pro X-Balanced Speaker LED Display Panel Bluetooth with 4 USB Ports, 2 HDMI Ports, 1 Audio-video, 1 internet RJ45 port, Wattage: 306 Watts 16GB internal Memory, Wifi connectivity, wireless display and, with wall bracket, 220-240 AC volts Genuine Quality	6 unit	66,605.00	399,630.00
2	Television - SAMSUNG Model: UA65AU7002G Specification: 65" 4k Ultra HD TV, Smart TV Real 4K Resolution Crystal processor 4K with 4K Upscaling HDR UHD Dimming Adaptive Sound Q Symphony Bezeless Design Tap View Smart Things App Support Dolby Audio With full motion wall Bracket (complete mounting kit with screws and tox screw, brackets mounting arms, etc.) . Wireless LAN Built-in Wi-Fi HDMI Height; 83.03 cm Length: 5.99 cm Power consumption: Max 180 watts	2 unit	42,685.00	85,370.00
Warranty Period: 1 year				
After Sales: Service Center within locality				
TOTAL BID AMOUNT				PhP485,000.00



**ARTICLE III**  
*(Delivery Period)*

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Thirty (30) calendar days** upon receipt of the Notice to Proceed.

**ARTICLE IV**  
*(Contract Amount)*

In consideration for the sum of **Four Hundred Eighty-Five Thousand Pesos Only (Php485,000.00)**, or such other sums as may be ascertained, the **SUPPLIER** Agrees to the **PROCUREMENT OF TELEVISION FOR CIT - 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**  
*(Warranty of Goods)*

The **SUPPLIER** guarantees that all materials it will supply under this Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provision 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 arises between the parties in the connection with the implementation of the Agreement shall be settled in accordance to 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.

  
Witness

  
MS. JENNIFER E. ALIPATO  
Authorized Representative

  
GABRIEL M. SALISTRE JR., PEE, DIT  
SUC President III

  
RUSS ALLEN B. NAPUD D.I.T.  
VP for Administration and Finance

  
JEANNETH F. DARROCA, Ed. D  
Dean, CIT

**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)**

**NIG MARKETING CORPORATION  
(SUPPLIER)**

By:

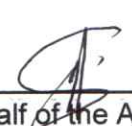
By:

  
**GABRIEL M. SALISTRE, JR., PEE, DIT**  
SUC President III

  
**MS. JENNIFER E. ALIPATO**  
Authorized Representative

**WITNESSETH:**

  
**RUSS ALLEN B. NAPUD, DIT**  
VP for Administration and Finance

  
In behalf of the Agency

  
**JEANNETH F. DARROCA, Ed.D**  
Dean, CIT

Republic of the Philippines

ILOILO CITY

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ACKNOWLEDGMENT

BEFORE ME, this \_\_\_\_ day of MAR 20 2025, in ILOILO CITY, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Government ID	Place Issued	Date Issued
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No.: 04-0232	Iloilo City	August 5, 2023
2 MS. JENNIFER E. ALIPATO	NIG MARKETING ID No. PMIB-1601	Iloilo City	January 15, 2025

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

This instrument, which refers to a **Procurement of Television for CIT - EPA**, consisting of 5 pages including the page on which this acknowledgment 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.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal on the day, year, and place above written.

Doc. : 206  
Page : 49  
Book : XIV  
Series of : 2025

  
**JUDE VINCENT D. FONTILON**  
Notary Public  
City and Province of Iloilo  
Commission No. 121, until December 31, 2025  
PTR No. 9828266, 1-8-2025, Iloilo City  
IBP OR No. 488206, 12-27-2024, Pasig City  
Roll No. 80988  
MCLE Comp. No. VIII-0013671, 9-24-2024