

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this JUN 13 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

XITRIX COMPUTER CORPORATION, with office address at #23 Detroit Street, Corner Don Egea Street, Brgy. Pinagkaisahan Cubao, Quezon City, Philippines, herein represented by its Authorized Representative, **MS. LIZEL ROMBANO** (hereinafter referred to as the **"SUPPLIER"**);

WHEREAS, ISAT U has programmed the **PROCUREMENT OF IT EQUIPMENT FOR VARIOUS OFFICES-EPA (LOT 1)** with Project Reference No. ISAT U GOODS–2025–01–002;

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 **One Million Eight Hundred Sixty Nine Thousand Nine Hundred Ninety Nine Pesos and Ninety Six Centavos Only (PhP1,869,999.96)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-002, PB-2025-007 and PB-2025-009;

WHEREAS, in BAC Resolution No. 588 s. 2024 dated November 27, 2024, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **SUPPLIER** as the Lowest Calculated and Responsive Bid;

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*


Witness


MS. LIZEL ROMBANO
Authorized Representative


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


RUSS ALLEN B. WAPUD, DIT
VP for Administration and Finance


REYNARD V. CHU
Director MIS

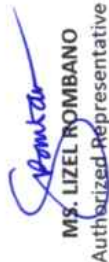
Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall 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	Desktop Computer Xitrix Desk Frame™ E-310 DDR5 Mid Tower Brand: Xitrix Intel nVidia Microsoft Intel Core i7-12700F processor 32GB DDR5-4800 Desktop Memory 512GB Gen 3 M.2 NVME SSD + 1TB SATA Hard Disk Drive Microsoft Windows 11 Pro 4GB nVidia GeForce GT710 Video Card Xitrix GL27 27inch 240Hz QHD Elite Gaming Monitor Xitrix KM-120 (USB Keyboard and Precise Mouse) Xitrix Comfy Non-Slip Mousepad (XL)	5 unit	65,800.00	329,000.00
2	Laptop Xitrix TravelPro D-500-12G Brand: Xitrix Intel nVidia Microsoft Intel Core i7-12700H Processor, 16GB DDR4 3200MHz Sodim Memory, 1TB M.2 NVME SSD, 2GB GDDR6 Video RAM NVIDIA GeForce MX550 Display size: 15.6" Full HD (1920x1080) 60Hz Windows 11 Pro 64bit Xitrix TravelPro Portfolio Laptop Bag	5 unit	60,500.00	302,500.00
3	Desktop Computer Xitrix GL-1R B550 Gaming Desktop Brand: Xitrix AMD nVidia Microsoft AMD Ryzen 7 5700X Processor, Xitrix DeskFrame G-Series Xitrix 850W 80 PLUS Gold Modular Power Supply, GA-A520M DS3H AC Motherboard Built in Dual Band 802.11ac WIFI and Bluetooth Module, 32GB DDR4-3200 RGB Desktop Gaming Memory, 1TB PCIe M.2 2280SS SSD PCIe Gen 3 Microsoft Windows 11 Professional 64-bit Xitrix GL24 24inch 165Hz IPS Full HD Gaming Monitor, Xitrix KM-120 (USB Keyboard and Precise Mouse) Xitrix Comfy Non Slip Mousepad (XL)	2 set	60,800.00	121,600.00
4	Desktop Computer Xitrix DeskFrame™ E-310 DDR5 Mid Tower Brand: Xitrix Intel Microsoft Microsoft Windows 11 Pro Intel Core i7-12700 processor Integrated UHD Graphics 8GB DDR5-4800 Desktop Memory 512GB Gen 3 M.2 NVME SSD + 1TB SATA Hard Disk Drive Xitrix WFP2415 24inch Full HD 100Hz Professional IPS Monitor Xitrix KM-120 (USB Keyboard and Precise Mouse) Xitrix Comfy Non Slip Mousepad (XL) (10/100/1000 Mb/s) LAN subsystem Gigabit Ethernet Controller Intel Dual Band Wi-Fi AX201 2x2 AX + Bluetooth 5.2	1 unit	60,100.00	60,100.00


Witness


MS. LIZEL ROMBANO
Authorized Representative


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


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


REYNARD Y. CHU
Director, MIS

	Microsoft Office Home and Student 2021			
5	Desktop Computer Brand: Xitrix Intel Microsoft Xitrix DeskFrame E-310 DDR5 Mid Tower Intel Core i7-12700 processor Integrated UHD Graphics 8GB DDR5-4800 Desktop Memory 256GB Gen 3 M.2 NVME SSD Drive + 1TB SATA Hard Disk Drive Xitrix WFP2415 24inch Full HD 100Hz Professional IPS Monitor Microsoft Windows 11 Pro Microsoft Office Home and Student 2021 (10/100/1000 Mb/s) LAN subsystem Gigabit Ethernet Controller Intel Dual Band Wi-Fi 6 AX201 2x2 AX + Bluetooth 5.2 Xitrix KM-120 (USB Keyboard and Precise Mouse) Xitrix Comfy Non-Slip Mousepad (XL) Warranty Period: 1 year After Sales Services: Service Center within the locality	9 set	59,800.00	538,200.00
TOTAL BID AMOUNT				PhP1,351,400.00

ARTICLE III
(Delivery Period)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **FORTY-FIVE (45) calendar days** upon receipt of the Notice to Proceed.

ARTICLE IV
(Contract Amount)

In consideration for the sum of **One Million Three Hundred Fifty-One Thousand Four Hundred Pesos Only (Php1,351,400.00)**, or such other sums as may be ascertained, the **SUPPLIER** Agrees to the **PROCUREMENT OF IT EQUIPMENT FOR VARIOUS OFFICES - EPA (LOT 1)** 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.

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:


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


**XITRIX COMPUTER CORPORATION
(SUPPLIER)**

By:


MS. LIZEL ROMBANO
Authorized Representative

WITNESSETH:


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


JERRY P. TORRAL
In behalf of the Agency


REYNARD Y. CHU
Director, MHS

Republic of the Philippines
Quezon City
_____ : S.S
X ----- X

ACKNOWLEDGMENT

BEFORE ME, this _____ day of JUN 13 2025, in Quezon 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. LIZEL ROMBANO	<u>PM6345398</u>	<u>DFA - MCP</u>	<u>June 24, 2021</u>

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 IT Equipment for Various Offices – EPA (Lot 1)**, 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. _____
Page _____
Book _____
Series of Book No. XXII
Series of 2025


LUCIO M. ESTINOZA, JR.
NOTARY PUBLIC
Until December 31, 2025
APPT NO. NP-054 (2024-2025)
Roll No. 39629
PTR No. 7033304; 1/08/2025; Q.C.
IBP No. 502074; 1/08/2025; Q.C.
MCLE Compliance No. VII-0021510; 06/17/22
No. 60, 14th St., New Manila, Q.C.