

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of _____ 2024 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 **CONSUMERS APPLIANCE TRADERS**, with principal office at 71B Aquino Avenue, Quirino, Solano, Nueva Vizcaya, represented herein by its Manager, **JOHN F. OLFINDO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2024 - 1E: Supply and Delivery of Various Appliances for the University (2nd Advertisement)**;

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 _____ 2024;

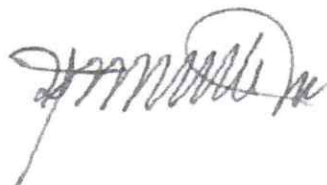
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is Two Million Five Hundred Eighty Thousand Nine Hundred Twenty-Five pesos only (Php2,580,925.00).

II. Expected date of Delivery of equipment is Thirty (30) 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 at the unit Bid stated below:

Item No.	Item Description	Qty.	Unit Cost	Total Bid Amount
1	AIR PURIFIER Dimension: at least H x W x D = 61.5 x 35.1 x 20.2 cm Pre-Filter, HEPA Filter, can filter particles from PM 2.5 to PM 0.3 99% and above Tanning Efficiency Air Quality Level Indicator Odor Sensor-Dust Sensor Filter Cleaning Indicator Input Power: 70W With manufacturer warranty inc. parts and services.	1	11,700.00	11,700.00
2	AIRCON, 2.5 HP split type, full DC inverter, at least EER 14, cooling capacity 23,940, R410 refrigerant, nano titanium and photocatalyst filter, dehumidification device, with complete installation and accessories With complete installation and complete accessories with manufacturer warranty.	11	83,200.00	915,200.00
3	AIRCON, 2.5 HP window type, full DC inverter, at least EER 11, R32 refrigerant, multi-stage filtration, remote control, self-diagnostic, smart controller, blue fin corrosion prevention With manufacturer warranty	4	43,820.00	175,280.00
4	AIRCON, 5 tonner air condition unit inverter, floor mounted cabinet type with full installation including condensate drain system and refrigerant piping and fabricated ACU stand; EER 12.4; 220V/ 1Ph/60Hz; cooling capacity: 60,000 BTU/HR; cooling area: 55-90sq.m. With manufacturer warranty	3	159,570.00	478,710.00
5	AIRCON, Split Type Inverter 2.5 HP Timer, Dehumidifier, Air Direction Control, Auto Cleaning, Fast Cooling, Silent Mode, Sensor Control including materials and installation with remote With manufacturer's warranty	2	83,200.00	166,400.00

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6	DRYER, at least 16kg capacity Dimensions: at least 686 x 984 x 803 mm Motor: Digital Inverter Load: Front Load With manufacturer's warranty	2	79,795.00	159,590.00
7	ELECTRIC FAN, ceiling mount, orbital type, 18 inches aluminum/metal fan blade, high- performance motor 4-speed remote switch, with thermal fuse protection, heavy-duty Rated Voltage: 220V-240V With manufacturer's warranty	86	2,130.00	183,180.00
8	ELECTRIC FAN, Stand fan (industrial), 18 inches aluminum/metal fan blade, 3-speed rotary switch, Tilting head adjustment with oscillation, height adjustment, round and stable plastic base, high-performance motor, with thermal fuse protection, heavy-duty Rated Voltage: 220V-240V With manufacturer's warranty	31	1,810.00	56,110.00
9	ELECTRIC FAN, wall mount, 18 inches metal/aluminum fan blade, high-performance motor, 3-speed rotary switch with pull string, tilting head with oscillation, with thermal fuse protection, heavy-duty Rated Voltage: 220V-240V With manufacturer's warranty	6	1,595.00	9,570.00
10	FREEZER, at least 10.6cu.ft. Inverter Chest Freezer, 3- in-1 Technology: Fast Freeze, Freezer, Chiller, Solid Door with Sliding Glass, Removable Wire Basket, Embossed Door and Cabinet, Lock and Key for Safety, R600a Refrigerant, Four Wheel Roller, Manual Defrost, Front Drain, LED Light, 1 Ice Scraper, 0.94 kWh/ 24H Rated Voltage: 220V-240V With manufacturer's warranty	1	20,960.00	20,960.00
11.	FREEZER, Sliding Glass Top Chest Freezer Dual Function: Chiller or Freezer Clean Back Design With Key Lock Roller Feet Aluminum Inner Lining Frontal Drain Frontal Temperature Control 2 Wire Baskets 380W Input Power Dimensions: (L: W:H): at least 93: 182: 70 cm	2	44,150.00	88,300.00

	Rated Voltage: 220V-240V With manufacturer's warranty			
12.	REFRIGERATOR, at least 1.8 cu. ft. personal ref, manual defrost Rated Voltage: 220V-240V With manufacturer's warranty	1	5,320.00	5,320.00
13.	REFRIGERATOR, Chest Type Freezer, Double door, inverter, 8.8cu ft to 10cu ft Rated Voltage: 220V-240V With manufacturer's warranty	1	17,875.00	17,875.00
14.	REFRIGERATOR, Single door, 3.3 cubic ft, Manual Defrost, compact/mini, Dimension (L x W x H)494mm x 476mm x 795mm, Total Net Capacity: 93L, Rated Voltage: 220V-240V With manufacturer's warranty	4	8,510.00	34,040.00
15.	REFRIGERATOR, Single door, 4 cubic ft, Personal Ref, Manual Defrost Rated Voltage: 220V-240V With manufacturer's warranty	3	8,720.00	26,160.00
16.	WATER DISPENSER, Cold and hot bottom load energy saving Power: 450W/Voltage: 220V-60Hz With manufacturer's warranty	10	10,110.00	101,100.00
17.	WATER DISPENSER, hot, normal and cold water, fast cooling, low noise, free standing, bottom loading 50W or lower for cold water and 400W or lower for hot water	13	10,110.00	131,430.00
GRAND TOTAL:				2,580,925.00

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

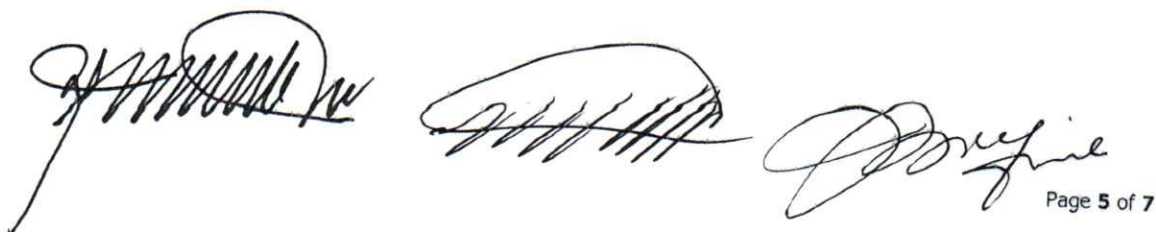
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and 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.



Three handwritten signatures in black ink are present at the bottom of the page. The first signature is on the left, the second is in the middle, and the third is on the right.

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: December 21, 2022

Issued at: NVSU

For the Supplier:


JOHN F. OLFINDO
Manager

ID No. _____

Issued on: _____


Issued at: _____

Signed in the presence of:


~~**ARLYNE A. FONTANES, CPA**~~
~~NVSU Representative~~
CHIEF ADMINISTRATIVE OFFICER - FINANCE

Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV
#2889 925

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 **JOHN F. OLFINDO** of, who presented to me his 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 seven (7) 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 _____ day of _____ 2024 in _____, Philippines.

Doc. No: 162;
Page No.: 35;
Book No.: CCCXVI
Series of 2024.

EPIFANIO DUMALIMA, III
Notary Public
Notarial Commission No. 20-23
Notary Public until 12-31-2027
Pob. South Salano, Nva. Vizcaya
Roll of Attorney's No. 57855
IBP Lifetime 1086595-1/4/18;
PTR No. 2000834, 12/1/2023