

# 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 **JOEBZ COMPUTER SALES AND SERVICES** with principal office at Brgy. 14 Salazar Street Tacloban City, represented herein by its Manager, **MS. RHODORA R. CUAJAO**, hereinafter referred to as the **Supplier**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2024 - 11E: Supply, Delivery and Installation of LED WALL for the University**;

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 Two Hundred Forty-Four Thousand Seven Hundred Forty pesos only (Php2,244,740.00)**.

### 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	<p>LED, 2 LED Wall                      LED, 1 lot - LED Wall P4, Indoor, 5.12m x 2.56m (or higher),                      Pixel Pitch: 4 mm                      Pixel Configuration: 1RGB                      LED Type: SMD2121 LED                      Manufacturer and Origin: KN Light or its equivalent or higher                      Pixel per sqm: 62500 pixels                      LED qty per sqm: 62500 pcs                      LED Module resolution: 64x32                      LED Module size: 256mm x 128mm                      LED Cabinet dimension: 512mmx512mmx63.5mm (WHD) LED                      Cabinet Area: 0.26sqm                      Brightness: 800-900 nits                      Viewing angle: H 140, V 120                      Grey scale (bit): 14bit                      Display refresh rate: range from 1920Hz to 3840Hz                      Scan mode: 1/16 scan                      Power Consumption (max): 700watts/cabinet Power Consumption (ave): 230watts/cabinet                      Input Voltage: 220v +/- 10%                      Material: Aluminum                      LED cabinet weight: 7.8Kgs                      Ingress Protection: IP45                      Serviceable: Module front/Back service                      Storage Environment: Temperature: -40°C - 60°C; Humidity 10% - 85% RH                      Operating Environment: Temperature: -20°C - 90°C; Humidity 10% - 95% RH                      Lifespan: ≥100,000 hours MTBF: ≥10,000 hours                      Cabinet Pcs: 50pcs                      Source compatibility: CVBS, YC, YUV, RGB, DVI, SDI, HD-SDI, HDMI with High Strength Flightcase and sending cards</p> <p>1 Unit - VDWall LVP615S or its equivalent or higher Processor,                      Inputs: Num/type 2xVideo 1xYPbPr                      2xVGA (RGBHV) 1xDVI (VESA /CEA-861)                      1xHDMI (VESA /CEA-861) 1xDP (VESA)                      1xEXT( SDI ) Video system PAL/NTSC VGA format PC (VESA standard) ≤2048x1152_60Hz YPbPr format SD/HD (CEA -861) ≤1920x1080p_60Hz DVI format PC ≤(VESA standard) ≤2304x1152_60Hz Custom output format Width≤3840 ≤Height≤1920 HDMI format PC (VESA standard) ≤1920x1080_60Hz HDMI1.3 (CEA-861) DP format Display Port 1.1 (VESA standard) ≤1920x1080_60Hz SDI format SMPTE259M-C SMPTE 292M SMPTE 274M/296M SMPTE 424M/425M</p>	2	1,122,370.00	2,244,740.00



<p>480i_60Hz 576i_50Hz 720p,1080i,1080p</p> <p>2 Units - AVR SVC-10KVA, Range of Input Voltage: 140V - 250V Output Voltage: 110V and 220 V Accuracy of Voltage: 220V +/- 3% or 110V +/- 6% Over - Voltage Protection Value: 246V +/- ~4% Under Voltage Protection Value: 184V +/- ~4% Frequency: 50~60Hz Efficiency: ~90% Adjusting Time: 1.5 sec (when input voltage has a change of 10%) Long Time Delay: 5 + 2 mins Short Time Delay: 5 + 2 sec</p> <p>1 Unit - Logic AV or its equivalent or higher - HDMI SWITCHER, 4x1-4K HDMI SWITCHER This high-performance HDMI Switcher can switch any of four HDMI sources to one HDMI display. It supports resolution up to 4K2K@60Hz YCbCr 4:4:4 and HDCP 2.2.</p> <p>1 Unit - Micro Converter SDI to HDMI 3G with PSU, SDI 3G to HDMI converter with PSU</p> <p>4 Units - High-Speed HDMI Cable 0.90m (3ft) 4K@60Hz (4:4:4)</p> <p>1 unit - High-Speed HDMI Cable 1.80m (6ft) 4K@60Hz (4:4:4)</p> <p>1 lot - ACC 18RU AV Rack cabinet with castor wheels, customized complete PDU, and blank cover plates With a 1-year warranty, training, rental type, complete accessories, and installation (Structural Support and others). The Contractor must have an Authorized Distributorship Certificate on LED Wall System and have responsive after-sales support (web-based system if necessary)</p>			
		<b>Grand Total</b>	<b>2,244,740.00</b>

**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

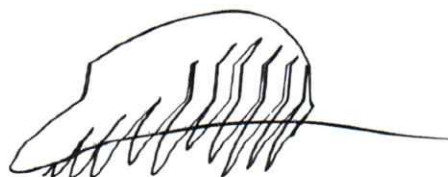
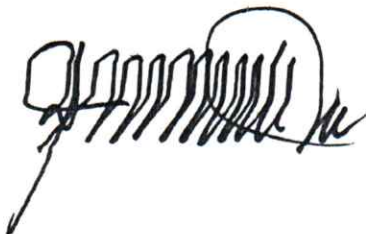
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and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

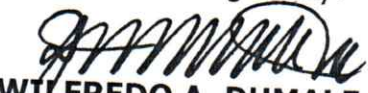
Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Supplier** any monies due to it.





**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:


  
**RHODORA R. CUAJAO**  
Proprietress


ID No. 07112024

Issued on: 07-11-24

Issued at: Tacloban City

Signed in the presence of:

  
**ARLYWE A. GONZALEZ, CPA**  
CHIEF ADMINISTRATIVE OFFICER - FINANCE

  
**Johnny B. Sanico**  
Supplier Representative

**Funds Available:**

  
**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV  
CAF 2024-08-001

## 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 **RHODORA R. CUAJAO** of, who presented to me her valid ID 07112024 issued by Jobz 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 \_\_\_\_\_ day of JUL 31 2024 in \_\_\_\_\_, Philippines.

**RODOLFO Q. AGBAYANI**  
Notary Public for Nueva Vizcaya  
Notarial Commission No. 22-23  
Until December 31, 2025  
PTR No. 2823911/12-07-23/Bayombong, N.V.  
TNP No. 327966/12-13-23/Pasig City  
MCLE No. VII-0011447/02-24-22  
Dumale Blvd., Salvacion, Bayombong, N.V.  
NOTARY PUBLIC

Doc. No: 010;  
Page No.: 02;  
Book No.: XCVI;  
Series of 2024.