

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this AUG 01 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 **DIGITAL MANUFACTURING SOLUTIONS INC.**, with principal office at 131 Mezzanine Floor, 7th Ave., Grace Park, Caloocan City, represented herein by its Manager, **ANGELIQUE OCAMPO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2024 - 4E: Supply and Delivery of Various Laboratory Equipment for the University (3rd 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 **Thee Million Three Hundred Thousand Pesos (Php3,300,000.00).**

II. Expected date of Delivery of equipment is Ninety (90) calendar days after the receipt of Notice to Proceed.

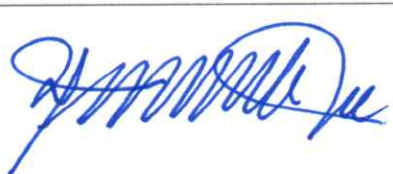
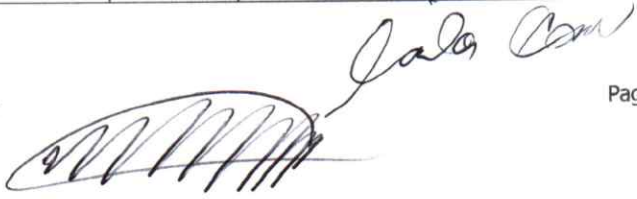
It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



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
37.	<p>LABORATORY EQUIPMENT, Laser Cutting and Engraving Machine Work surface area: at least 1290 x 990 mm Dimension: 1850 x 1500 x 1100 mm or equivalent Cutting speed: at least 30000 mm/min Engraving Speed: at least 60000 mm/min Laser Type: CO2 Laser Tube Laser power included: 100 watts Focus lens: 2.0 standard Resolution ratio: 0.025 mm Repositioning accuracy: +/-10% Operating humidity: 5%-80% Graphic format supported: BMP, GIF, JPEG, UNITX, (remove) TGA, TIFF, PLT, CDR, DWG, DXF Software compatibility: CorelDraw, Photoshop, AutoCAD, Tajima, CAM/CAD (to verify) Cooling method: Water cooling (Chiller included) Materials compatibility: Acrylic, Wood, Fabric, Cardboard, Paper, Synthetic Granite, Natural Granite, Leather, Foam board, Glass Extendable size: Front and back of laser machine can be opened suitable for length material process Power requirements: 220V, 50HZ/60HZ Package inclusion: 1 unit spare lens 2 units spare mirror 1 unit rotary 1 unit air compressor 1 unit chiller Other inclusions: Certificate of distributorship: attached Certificate of</p>	1	1,000,000.00	1,000,000.00

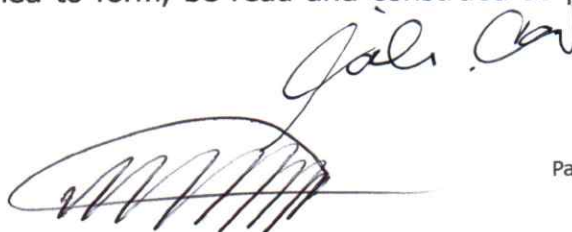
	<p>Authority to sell issued by the Manufacturer or Philippine Distributor/Reseller.</p> <p>Training Availability: Attached training certificate provided by manufacturer's certified trainer.</p> <p>Training and Installation: 2 days onsite training and installation for at least 2 personnel</p> <p>Warranty: 12 months warranty for parts and service</p> <p>After Sale Support: Attached after sales support certificate issued by the manufacturer that the supplier has the capability to do after sales after sales support after the warranty.</p> <p>Attached certification of parts availability issued by the manufacturer for the project.</p> <p>Delivery Lead Time: Onsite Delivery, installation and commissioning and project within location with product quality certification or its equivalent. With Manufacturer's warranty.</p>			
58.	<p>SHREDDER, Filament Making System Item: Plastic Shredder Dimensions: At least 950 x 750 x 1320 mm Dimensions of top hopper opening: At least 120 x 114 mm Weight: 85 kg Voltage: 220V-240V/50-60Hz Total shredding blades: 14 blades (Combination of 2, 3 and 7 teeth blades are possible) Shredder Capacity: Small PET bottle, Medium PET-bottle, PP bottle caps, etc.</p> <p>Certification: CE Certified Features: Smart Control, Material specific settings Can be converted into 2in1 (Shredder and Granulator) Item: Filament Maker Color: Black powder coated aluminum Temp. Peek Point: 450°C</p>	1	2,300,000.00	2,300,000.00

Carl's Cow

<p>Heating Zones: 4 Independent Controllable</p> <p>Swappable Extruder Design: Yes</p> <p>Mixing screw: High-flow screw</p> <p>Extrusion Data Analysis: Real-time</p> <p>Extrusion Direction: Vertical</p> <p>Compatible Materials: PLA, ABS, UNIT, PS, PETG, TPU, TPE, PPS, PVA, Bio PE, NEW PET, PA (6,12, PACKAGE INCLUSION: 66), PEEK, UNIT, PS, PEKK, PAEK, PEI, PSU, PES, PTFE, PVD+, and many more</p> <p>1x Spool</p> <p>1x Pouch PLA - 1200g</p> <p>1x Pouch cleaning 350g</p> <p>1x Spool Holder</p> <p>Other Inclusions:</p> <p>Certificate of Distributorship:</p> <p>Certificate of authority to sell issued by the manufacturer or its Philippine Distributor/Reseller.</p> <p>Training and Installation: 3 days onsite training and installation for at least 5 personnel. Attached training certificate</p> <p>Warranty: 12 months warranty for parts and service.</p> <p>After Sale Support: After-Sales Support certificate issued by the manufacturer that the supplier has the capability to do after sales support after warranty.</p> <p>Parts availability certificate issued by the manufacturer for the project.</p> <p>Delivery: Onsite delivery, installation, and commissioning at Project Location</p> <p>Delivery Lead Time: 90 Days</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty</p>			
Grand Total			3,300,000.00

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.



Jair C. ...

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:


ANGELIQUE OCAMPO
Department Head

ID No. _____

Issued on: _____

Issued at: _____

Signed in the presence of:



NVSU Representative, CPA
CHIEF ADMINISTRATIVE OFFICER-FINANCE



Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV

018-0218-09-010

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of Bayombong) s.s.
QUEZON CITY

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 **ANGELIQUE OCAMPO** of, who presented to me her 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 AUG 01 2024 2024 in QUEZON CITY, Philippines.

Doc. No: 43 ;
Page No.: 10 ;
Book No.: 2-X ;
Series of 2024.

Rosalinda M. Antonecero
ATTY. ROSALINDA M. ANTONECERO
NOTARY PUBLIC IN QUEZON CITY
My Commission expires on December 31, 2025
Notary Public
Admin Matter No. NP 133 (2024-2025)
PTR NO. 4028249-01/03/2024-Q.C
IBP OR No. 263982-01/03/2024-QC Roll No. 68456
MCLE Compliance No. VII-0021672 14 April 2025
Unit 312 Bldg. 137 Malakas St. Brgy. Central, Quezon City