

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 5th day of April 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 **FAYE AND SAM GENERAL MERCHANDISE** with principal office at San Fernando City, Pampanga, represented herein by its Manager, **EMPERATRIZ G. MUSNI**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2024-5E: Supply and Delivery of Various Home Economic Equipment 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 March 26 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 **One Million Thirty-Six Thousand pesos only (Php1,036,000.00)**.

II. Expected date of Delivery of equipment is Thirty (30) calendar days starting seven 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>COFFEE MAKER, Commercial coffee maker semi-automatic professional Italian espresso machine with dual system multi-boiler high pressure milk froth for home or shop use</p> <p>Dimension: 400-500*300-400*450mm-500mm, Power: 2950w 220-240V/60Hz ULKA pumps with 10-20 BAR pressure visible real-time Two independent systems: one instant heating boiler for extraction and one 800-1500ml water storage boiler for steam</p> <p>Extraction, hot water outflow and steam working independently</p> <p>Automatic 1 cup, 2 cups extraction and manual extraction, precise flow control gauge inside</p> <p>Removable 1.7L big water tank, big cup warming area on the top</p> <p>Professional 58mm stainless steel 2-shots portafilter,</p> <p>2-cups stainless steel filter with 400+ holes</p> <p>4 holes steam jet nozzle with 360 rotating design PID precise temperature control, pre-soaking technology</p> <p>Maximum 100-150cups/hour coffee making</p> <p>With one-year warranty</p> | 2 | 52,000.00 | 104,000.00 |
| 2 | <p>DEHYDRATOR, ELECTRIC FOOD DEHYDRATOR</p> <p>Material Stainless Steel</p> <p>Color Stainless Wattage 2000 watts 220-240V/60Hz</p> <p>Temperature Range 160 Degrees Fahrenheit</p> <p>ELECTRIC PRESERVER</p> <p>20-TIERED DRYER TRAYS</p> <p>TEMPERATURE CONTROL: Uses electronic probe 86-212-degree Fahrenheit</p> <p>TOUCH-CONTROL DISPLAY</p> | 1 | 56,000.00 | 56,000.00 |



| | | | | |
|---|---|---|------------|------------|
| | HIGH HEAT CIRCULATION With one-year warranty | | | |
| 3 | DEHYDRATOR , Food Dehydrator, 12 Trays Materials Stainless Steel Color Stainless Temperature Control Range: 20 C-90C; No of grids: 12 layers; Grid size: 290 x 290mm; Product size: 430*315*460mm; Rated: 220V/ 60Hz; Product Power consumption: 0.3 kWh/h With one-year warranty | 2 | 98,000.00 | 196,000.00 |
| 4 | OVEN, Commercial Oven Stainless Steel, 220-380 V/60HZ, 4 liters capacity Power source: Gas Two decks-4 trays, Dimension 1330 x 890 x 1430, Heavy Duty Anti-Scalding Handle With one-year warranty | 2 | 190,000.00 | 380,000.00 |
| 5 | INDUSTRIAL OVEN Heavy duty commercial bakery oven 4 tray capacity (included in the package) gas fed with digital display with timer, non-sticky, app control, triple glass door, with mechanical control options made from stainless steel with high quality heating elements safe glass protection for exceeding temperature dimension: 133cm x 89cm x 143cm With one-year warranty | 2 | 83,000.00 | 166,000.00 |
| 6 | Laboratory Oven Capacity: 108 L Temp Range: 50-200-degree Celsius Temp Precision: 0.1 degree Celsius With one-year warranty | 1 | 82,000.00 | 82,000.00 |
| 7 | REFRIGERATOR , Cake cabinet display refrigerator Cake cabinet display refrigerator 900x510x760mm Cake cabinet, freezer, fresh fruit freezing storage, vertical refrigerated display stainless steel with glass cover used for displaying cakes and other baked products full tempered glass temperature range 2-10 degrees Celsius front and rear sliding glass | 1 | 52,000.00 | 52,000.00 |

| | | | | |
|--|--|--|--|---------------------|
| | Double glazed glass to lock temperatures to prevent air leakage 3D cool air circulation system warm white LED bulbs, softer light makes food look more appetizing. Weight: 75KG With one-year warranty | | | |
| | GRAND TOTAL | | | 1,036,000.00 |

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.

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

For the Supplier:


EMPERATRIZ G. MUSNI
Manager

ID No. WAD - 0218

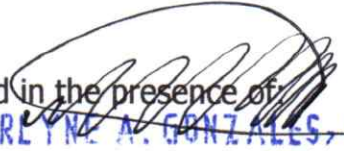
Issued on: December 21, 2022

Issued at: NVSU

ID No. _____

Issued on: _____

Issued at: _____

Signed in the presence of:

ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER - FINANCE
NVSU Representative

Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV

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 **EMPERATRIZ G. MUSNI** 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 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 APR 05 2024 2024 in Bayombong, Philippines.

Doc. No: 361 ;
Page No.: 73 ;
Book No.: 13 ;
Series of 2024.

Magguel
ATTY. ROSEMARY C. MAGQUILAT
NOTARY PUBLIC
ROLL NUMBER: 69225, 5/30/2017
IBP OR No: 378201, 12/28/2023
PTR No: 2824227, 12/28/2023
MCLE Compliance VI-0011405
Valid until 2025
Bayombong, Nueva Vizcaya