

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of ____ 2025 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, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **PC ENTERPRISES** with the principal office at Gen. Santos St., Poblacion North, Solano, Nueva Vizcaya, 3709 Philippines represented herein by the Proprietress and General Manager, **CIELITA J. PASCUA**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for **Project 2025-03G: Supply and Delivery of Semi-Expendable Furniture and Fixture for the University**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid supplies/goods/services;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on _____, 2025;

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 **Nine Hundred Fifty-Eight Thousand Four Hundred Four Pesos only (Php958,404.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services is Sixty (60) calendar days.

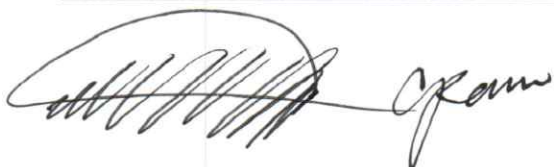
It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of goods/supplies materials for the completion of works at the unit Bid stated below:

NO.	Item Nos.	Item Description	Qty	Unit	Unit Cost	Amount
1	1	CABINET, Steel Cabinet with Glass Door, Adjustable Shelves, Heavy Duty (Beige) made from metal frames with glass, atleast gauge 20 thickness dimensions: 6ft (length) x 2ft (width) x 4ft (height), sliding door with dividers, with key locks	3	Unit	10,197.00	30,591.00
2	2	CABINET, 4 Drawer Vertical Cabinet Recessed Handle, Storage Cabinet, Cupboard, Steel Filing Cabinet (46W x 62D x 132Hcm (4 LAYER)) Light Gray	7	Unit	11,500.00	80,500.00
3	5	CABINET, Filing Cabinet, Steel, 3 Drawer Mobile Pedestal, W39*D54*H61CM, Gray	2	Unit	7,100.00	14,200.00
4	6	CABINET, Open 5-Layer metal Bookshelf/Cabinet for Thesis: Height:185cm, Depth: 40cm; Width: 90cm	4	Unit	10,070.00	40,280.00
5	7	CABINET, Steel, 3 Drawer Mobile Pedestal Cabinet 5 wheels on the bottom, the front wheels with brake Electrostatic powder coated, Gauge 20 Dimension: at least H60 x W39 x D50cm	4	Unit	7,854.00	31,416.00
6	8	CABINET, Steel, 4 drawer lateral, central lock, gauge 20 thickness, powder coated, 90cm x 45cm x 138cm WDH	14	Unit	12,695.00	177,730.00
7	9	CABINET, Steel, 4 drawer lateral, central lock, gauge 20 thickness, powder coated, 90cm x 45cm x 138cm WDH, color gray	7	Unit	12,695.00	88,865.00
8	10	CABINET, Steel, Vertical Filing Cabinet, 4 drawer vertical filing cabinet, Grey, SIZE 62 x 46 x 133 cm	7	Unit	10,663.00	74,641.00
9	11	CABINET, Swing Glass Door Steel Filing Cabinet Storage, All metal construction, swing glass door cabinet w/2 adjustable shelves, at least W90xD40xH185cm, Beige	4	Piece	11,331.00	45,324.00
10	12	CHAIR, 4 seater airport gang chair Size at least 232*76*60 cm Material: seat is 1.2mm metal paint arm and leg are 1.0mm metal chrome beam is 1.5mm metal paint Gross Weight 33 KG Weight-bearing up to 150KG per seat black	1	Unit	9,248.00	9,248.00
11	13	CHAIR, Ergodynamic Executive chair, High back, black, faux leather office chair Tilt lock function 350 mm base and PU casters Pneumatic height adjustment 360 degrees swivel function	2	Lot	7,424.00	14,848.00
12	14	CHAIR, Ergonomic Black Mesh Chair, Nylon base with PU casters, tilting syncho mechanism, Adjustable Armrest, 360 degrees Swivel Function black mesh backrest, White Frame, Pneumatic Height Adjustment (Black)	3	Unit	7,038.00	21,114.00
13	15	CHAIR, Ergonomic computer swivel chair, adjustable height, with armrest and headrest, gas-lift, reclining, high back, cushion fabric type, black color fabric, chrome base and ball casters,	2	Unit	4,400.00	8,800.00

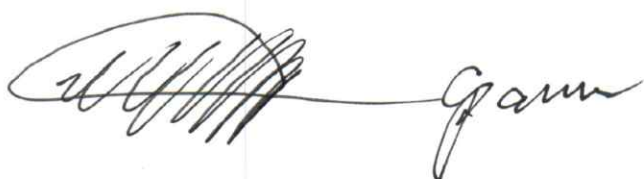



14	16	CHAIR, Ergonomic computer swivel chair, adjustable height, with armrest and headrest, gas-lift, reclining, high back, cushion fabric type, black color fabric, chrome base and ball casters,	3	Unit	5,900.00	17,700.00
15	17	CHAIR, Executive Chair, Beige, Chair Back Height: High Back Stool Height: Adjustable Chair Arms: Fixed Arms Chair Design: Armchair Dimension: 55W x 54D x 119Hcm (WDH)	2	Unit	9,800.00	19,600.00
16	18	CHAIR, foldable 76x38x38 cm materials: metal and plastic	7	Piece	700.00	4,900.00
17	19	CHAIR, Mesh Chair, 360deg swivel, Durable gas lift	10	Unit	3,601.00	36,010.00
18	20	CHAIR, Office Chair, Swivel Chair, Leather, Adjustable height pneumatic, Tilt mechanism, Reclining, chrome base, 360 degree rotation function, 150 kg maximum load, 90°-135° large angle reclining Ergonomic design, Thickened sponge seat cushion, durable, Soft and wear resistant, good breathability, firm and tensile SGS international certification gas pole	9	Unit	3,490.00	31,410.00
19	23	CHAIR, Visitor's Chair without armrest, mesh black back and fabric seat, and four-legged black coated metal leg. Dimension: Total Depth from Wall: 548 mm Highest Height: 791 mm Seat Width: 458 mm Seat Depth: 445 mm Backrest Width: 475 mm Backrest Height from Seat: 390 mm Floor to Seat (Minimum Height): 455 mm Base (Center to End): 550 mm	18	Piece	2,100.00	37,800.00
20	24	MONOBLOC CHAIR, mint green	9	Piece	440.00	3,960.00
21	25	MONOBLOC CHAIR, without armrest, virgin plastic (not recycled), color beige	55	Piece	440.00	24,200.00
22	26	MONOBLOC TABLE, plastic table, cross-leg, 24x38 in, beige	3	Piece	789.00	2,367.00
23	29	SALA SET, Sofa Sala Set Leather, Black and Gray color combination with glass center table. (1) 3-seater L68cmx W30cmx H30cm and (2) 1seater L30x W30x H30cm. with match 5 throw pillows	2	Set	30,000.00	60,000.00
24	37	TABLE, Denmark L-Type office desk with steel frame, laminated top office table with gooseneck handle side return & mobile pedestal 900*425*720mm 14000*700*750mm 66kg	3	Unit	19,000.00	57,000.00
25	42	TABLE, Table, executive/L-shaped table Steel Legs & Modesty, with steel drawers and mobile pedestal Dimension: main table: L140 x W70 x H75 cm side table: L90 x w42 x h72 cm Material: HPL Top / Steel Body and Drawers	1	Set	25,900.00	25,900.00
		GRAND TOTAL				958,404.00

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** provide 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.

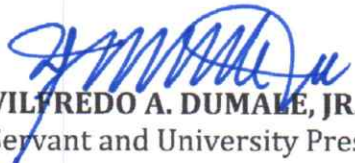
Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Supplier** any monies due to it.



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:

For the Supplier:


WILFREDO A. DUMALE, JR.
Public Servant and University President


CIELITA J. PASCUA
Proprietress and General Manager

ID No. WAD-0218


ID No. CTC 8426857

Issued on: Dec. 21, 2022

Issued on: 1-10-25


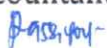
Issued at: Nueva Vizcaya State Univ.

Issued at: Sulana, Nueva Vizcaya


Signed in the presence of:
ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER-FINANCE
NVSU Representative


Supplier Representative

Funds Available:


LIZA B. 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 **CIELITA J. PASCUA** of **PC ENTERPRISES** 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, consists of six (06) 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.

Bayombong, Nueva Vizcaya

WITNESS MY HAND AND SEAL on this ____ day of _____ 2025 in _____ Philippines.

Notary Public

Doc. No: 311 ;
Page No.: 63 ;
Book No.: C11 ;
Series of 2025.

RODOLFO Q. AGBAYANI
Notary Public for Nueva Vizcaya
Notarial Commission No. 22-23
Until December 31, 2025
PTR No. 2960922/12-11-24/Bayombong, N.V.
IBP No. 510848/12-17-24/Pasig City
MCLE No. Vil-0011447/02-24-22
Dumlao Blvd., Salvacion, Bayombong, N.V.