

## 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, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **PC ENTERPRISES**, with principal office at Gen. Santos St., Poblacion North, Solano, Nueva Vizcaya, represented herein by its 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 the project **2025-3E: Supply and Delivery of Various ICT 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 \_\_\_\_\_ 2025;

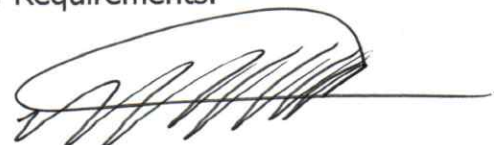
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

#### I. Contract Price

The total contract price is **One Million Five Hundred Twenty-Three Thousand and Fifty pesos only (Php1,523,050.00)**.

#### II. Expected date of Delivery of equipment is Sixty (60) 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.

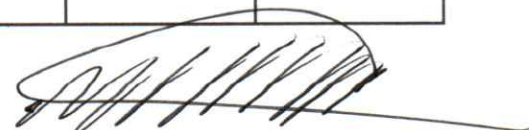


### III. Goods/Supplies

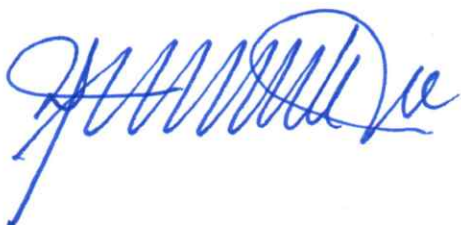
The **Supplier** accepted the aforesaid amount as payment of supplies materials for the complete of deliveries of goods and services, as follows:

No.	Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost
1	1.	<p>CAMERA, 24.2MP APS-C CMOS Sensor DIGIC X</p> <p>Image Processor UHD 4K 30p Video Recording Dual Pixel CMOS AF II with 651 Points Mirrorless Camera with 18-45mm Lens with the RF-S 18-45mm f/4.5-6.3 IS STM standard zoom lens.</p> <p>With manufacturer's warranty locally and internationally</p>	2	Unit	47,340.00	94,680.00
2	6.	<p>MULTIMEDIA PROJECTOR, 5500 lumens XGA</p> <p>resolution, gesture presenter, multi-pc projection,</p> <p>2xHDMI split screen, contrast ratio 15,000:1 Resolution</p> <p>1024x768 Type RGB liquid crystal shutter projection</p> <p>3LCD General Lamp life 5000 hours, resolution 1024 x 768 pixels, connectivity: LAN, USB, HDMI, Audio I/O,</p> <p>WLAN (optional) with projector screen</p> <p>With manufacturer's warranty</p>	1	Unit	79,000.00	79,000.00
3	7.	<p>PAPER SHREDDER, Heavy Duty Paper Shredder</p> <p>AUTO FEED: Place up to 230 sheets of paper into the auto feed chamber. Manual feed option ,8 sheets at once.</p> <p>MICRO-CUT: 3/32" x 5/8" size shreds.</p> <p>30 MINUTE RUN TIME: With an impressive run time and huge 16 gallon bin, you can shred longer without stopping. Just load your papers, press start, and walk away.</p> <p>With Solid Cutting Blade</p> <p>ULTRA-QUIET</p> <p>RELIABLE FEATURES: A cooling fan, induction motor, jam prevention features and bin full sensor make operation simple. Easily shred paper clips and staples. Shred credit cards through manual feeder.</p> <p>With manufacturer's warranty</p>	3	Unit	69,990.00	209,970.00





4	9	<p>PHOTOCOPIER, Colored A3 Copier, Printer, Scanner with Smart Operation Panel 10.1 inches And Automatic Reverse Document Feeder Continuous output speed: 20 ppm Memory: Standard: 2 GB HDD: 320 GB (standard/maximum) ARDF Capacity: 100 sheets Power source: 220-240V 50/60 Hz Dimension (W x D x H): 587 x 685 x 913 mm Recommended paper size: B6 to SRA3 Scanning Speed: 80 ipm (ARDF) SD card port slot, USB port slot Multiple copying: Up to 999 copies Multiple copying: Up to 999 copies Resolution: 600 dpi Zoom: From 25 % to 400% in 1% step Print resolution: 1,200 x 1,200 dpi Network Interface (Standard): Ethernet 10 base-T/100base-TX/1000 base-T, USB Host I/F Type A, USB Device I/F Type B Scanning Speed: 80 ipm (ARDF) Resolution: 1,200 dpi (maximum) Compression method: TIFF (MH, MR, MMR, JBIG2), Grayscale File formats: Single Page TIFF, Single page JPEG, Single Page High compression PDF, Single page PDF-A, Multi page TIFF, Multi page PDF, Multi page High compression PDF, Multi Page PDF-A Scan modes: Email, Folder, USB, SD Card After sales service: Lifetime free service. With manufacturer's warranty</p>	1	Unit	313,000.00	313,000.00
5	20.	<p>SERVER, 2x Intel Xeon Silver 4314 2.4G, 16C/32T, 24MB Cache, Turbo, HT DDR4 Memory: 128GB RDIMM, 3200MT/s, Network connectivity: Quad Port 1GbE, 10Gne SFP+ Hard Drive: 2x 512GB M.2 NVME, Drive bays 8x 2.5" hot-swap SATA Power supply: 2x 860W redundant platinum level Cooling system: 6x 4cm heavy duty fans with speed control Form Factor: 1U Rackmount with Rail kit Expansion slot: 2x PCIe 4.0, M.2 NVME supports IPMI, Keyboard and Mouse Warranty: 3yr With latest Windows Server Software</p>	1	Unit	495,000.00	495,000.00





6	21.	SMART BOARD, 75" Smart Interactive White Board; 4K Ultra HD display, Wireless sharing from multiple devices, such as phones, computers, and tablets, Supports being written on with a stylus, Supports Office software, and playing videos and audio files, Wired and wireless network support, with 4K camera; Android/Chrome-based OS; 8GB memory and 32 GB storage or latest available, Hyper Touch with Advance IR Simultaneous Touch point; 15watts front facing speaker, with stand at least: 64" (W) x 69.5" (H) x 69.5" (D); with Open Pluggable Specification (OPS) intel i5 8GIGRAM; 500GB SSD With manufacturer's warranty	1	Unit	290,000.00	290,000.00
7	22.	TELEVISION, Smart TV 65-inch QLED/OLED/QNED 4K 3840x2160, Dolby sound, HDR 10, DTS Virtual X, Tizen/WEB OS operating system, screen sharing, audio 10Wx2, connectivity: HDMI USB WIFI LAN Bluetooth, remote control with wall bracket and installation, 2years warranty	1	Unit	41,400.00	41,400.00
		<i>Note:</i> 1. Brand name must be 10 years in the market locally and internationally 2. License of Windows OS and MS Office must be procured at the official supplier of NVSU				
		<b>GRAND TOTAL</b>				<b>1,523,050.00</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

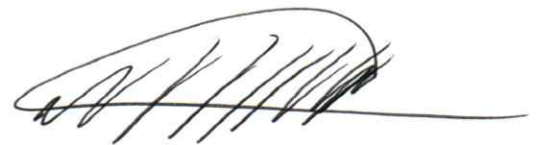
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and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

For the Supplier:

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

  
**CIELITA J. PASCUA**  
General Manager

ID No. WAD - 0218

ID No. CTC 842687

Issued on: December 21, 2022

Issued on: 1-10-23

Issued at: NVSU

Issued at: Sulana, Nva Viz

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, 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 FEB 03 2025 2025 in  
Philippines.

**BAYOMBONG**  
**NUEVA VIZCAYA**

Notary Public

Doc. No: 421 ;  
Page No.: 85 ;  
Book No.: C ;  
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.