

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 **TARLAC MAC ENTERPRISES, INC.** with principal office at MacArthur Highway, San Nicolas, Tarlac City, represented herein by its President, Aileen U. Chan, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project: **Project 2025-02G: Supply and Delivery of Various Semi-Expendable Office Equipment for the University (2nd Advertisement)**;

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 _____;

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 **Five Hundred Sixty-Eight Thousand Two Hundred Twenty-One Pesos only (Php568,221.00).**

Expected date of Delivery of Goods and/or Performance of Services

The Supplier shall be bound by the following time schedules:

1. Delivery of various semi-expendable office equipment for the University within thirty (30) calendar days upon 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.



II. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of various semi-expendable office equipment for the University for the completion of works/delivery at the unit Bid stated below:

No.	Item No.	Particulars	Unit	Qty	Unit Cost	Total Cost
1	1	AVR, Ports: 3 x 220 volts - 500 watts Safety Standards: FCC, CB, CCC, TUV, CS , C-stick, EMI, EMC, S-Intertek, CPT-AB15 SECURE 500W, METAL BLACK AVR	Piece	21	285.00	5,985.00
2	33	FLASH DRIVE, 32GB Dual USB 3.0 OTG to Type B micro USB With at least read speed 60 -150 MB/s and write speed 10-45 MB/s SANDISK ULTRA, DUAL DRIVE m3.0, 32GB	Unit	10	315.00	3,150.00
3	39	KEYBOARD, Type: USB Quiet typing Spill-resistant design Plug-and-play USB connection Adjustable tilt legs <ul style="list-style-type: none"> Spill-resistant design tested under limited conditions (maximum of 60 ml liquid spillage). Do not immerse the keyboard in liquid 10-key Number pad Caps lock indicator light Num lock indicator light Up to 10 million keystrokes (excludes number lock key) Key type: Deep profile Sustainability <ul style="list-style-type: none"> Black plastics: 51% post-consumer recycled material. Excludes plastic in packaging Product carbon footprint: 4.02 kg CO2e	Unit	33	410.00	13,530.00
4	53	MOUSE, 1,000 DPI Mouse Type: Optical Wired Connector Type: USB 2 buttons plus scrolling wheel optical mouse Model: OP-720/OP-720S <ul style="list-style-type: none"> Type: Wired Ergonomic Design: Symmetric Sensor: Optical Resolution: 1200 DPI Buttons No.: 3 Port USB or PS2 Cable Length: 150 cm Net Weight: 86 g (w/ cable) System Requirements: Windows XP/Vista 7/8/8,1/10 	Unit	53	175.00	9,275.00

5	66	<p>PRINTER, Ink Tank All-in-One (Print, Scan, Copy), print resolution 5760x1440dpi. A4 Up to 33ppm/15ppm print. Up to 10.0ipm / 5.0ipm B/W Print Speed ISO 24734. print method on- demand inkjet piezoelectric, copy 600x600dpi ISO 29183, scan 1200 x 2400 dpi CIS sensor, USB 2.0, WiFi, WiFi-Direct</p> <p>EPSON, INK TANK SYSTEM PRINTERS, ECOTANK L3250</p>	Unit	21	10,455.00	219,555.00
6	75	<p>SPEAKER, 12" portable, with active portable amplifier, power output: 250 watts, Bluetooth, 2 pcs wireless microphone, LCD display, 5 band equalizer, 12VCD/220 VAC, rechargeable battery, guitar input/mic2 input, USB/SD port, FM Radio, Aux line in/line output, remote control, unit dimension at least (L x W x H):34x37x60cm.</p> <p>KONZERT, PA-12, PORTABLE TROLLEY SPEAKER</p>	Unit	1	7,600.00	7,600.00
7	76	<p>SPEAKER, desktop computer multimedia mini speakers Interface: 3.5mm Audio,USB2.0</p> <p>High Quality Stereo Sound</p> <p>Mini desktop speaker built-in 2*3W balanced stereo speakers, ensure the sound clear, louder and lower distortion, and you enjoy the music or game without distracting distortion, interference or noise. Compared to the same-priced and higher-priced computer speakers, the sound quality of our PC speakers is reliable, better bang for your buck.</p> <p>Brilliant RGB Lighting</p> <p>Colorful atmosphere LED lights adding a cool effect. Very suitable for music, games, movies, etc., Note: you cannot sync it up to other RGB or hold it on a specific color, More than 80% of customers said RGB lighting is cool.</p> <p>Volume Control</p> <p>On/Off switch and volume control using a simple knob on the front of the desktop speakers, So you can adjust the speakers easily and well. No more complicated operations, just use the knob to control all. At the same time, you can also adjust the output volume by adjusting the volume control on the pc after connecting it to your computer.</p> <p>Plug and Play</p> <p>Simply insert the USB cable into your device's USB port for power no drivers needed and the plug into your device's 3.5mm speaker cable, and the speakers are good to go. In-line volume control for easily adjusting the volume</p> <p>Extensive Compatibility</p>	Set	17	314.00	5,338.00





		This multimedia speakers is USB powered and 3.5mm audio input, 3.5mm audio interface suitable for most music players, smartphone, PC, laptop, desktop computer or tablet, MP3 player or other device, just plug into your device to listen to your music. USB power supply, can be directly plugged into the computer USB port to take power, can also connect most of the 5V charger power supply				
8	80	TABLET, Octa-core processor, at least 10" ,Full HD Display, 8GB RAM, 256GB Internal Storage, Android 13 or latest, Wi-Fi 6, Bluetooth 5.2, USB Type-C, at least 8000 MAH Redmi Pad Pro 5G	Unit	2	18,999.00	37,998.00
9	81	TELEVISION, Smart TV 55 inches 4K UHD LED resolution of 3840 x 2160, HDR, dynamic crystal color, 60Hz refresh rate, crystal processor, Motion Xcelerator, screen share, connectivity Bluetooth 3xHDMI2.0 USB WiFi LAN with wall bracket 55" Crystal UHD DU7000 4K Tizen OS Smart TV	Unit	6	22,300.00	133,800.00
10	83	UPS, 1500VA Input Voltage230VAC Voltage range 145-295 VAC Frequency Range 50 or 60 Hz (auto-sensing) AVR automatically increases output voltage 20 to 40% above input voltage if -15% to -399 SECURE 1500VA UPS	Unit	17	3,115.00	52,955.00
11	84	UPS, 650VA, 230V, 50-60Hz, AVR, with Surge Protection Outlets, Output Voltage: 230V, 50-60Hz, 5A, Visual (LED) and Audible Alarms, Maintenance Free Battery, Capacity: 12V / 7AH / 1, with built in AVR with 1year warranty APC, Essential Series for HOME PROTECTION, APC Easy UPS BVX650I-PH	Unit	30	2,395.00	71,850.00
12	85	UPS, 650VA, 230V, 50-60Hz, AVR, with Surge Protection Outlets, Output Voltage: 230V, 50-60Hz, 5A, Visual (LED) and Audible Alarms, Maintenance Free Battery, Capacity: 12V / 7AH / 1, with built in AVR with 1year warranty APC, Essential Series for HOME PROTECTION, APC Easy UPS BVX650I-PH	Unit	3	2,395.00	7,185.00
		GRAND TOTAL				568,221.00

III. 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.

IV. 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.

V. Advance Payment and Terms of Payment

1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
2. The **Procuring Entity** is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations.
3. 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.

VI. 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.



VII. 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: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:


AILEEN U. CHAN
President

ID No. B06-19-001698

Issued on: 03-09-24

Issued at: San Isidro, Is. .

 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. **SANTIAGO 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 **AILEEN U. CHAN** of **TARLAC MAC ENTERPRISES, INC.** who presented to me her valid ID BDG-19-001696 issued by LTO 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 8th day of April 2025 in _____, Philippines.

Notary Public

Doc. No: 428
Page No.: 89;
Book No.: 8;
Series of 2025.


ATTY. ARIEL MARK PILOTIN, RMEE
Notary Public
Until December 31, 2026
Dubinan East, Santiago City
Roll of Attorney's No. 86970
MCLE No. VIII-0016315/Until 4-14-2028
PTR No. 9206767/Jan. 3 2025/Santiago City
IBP No. 448641/Mar. 24, 2024/CY 2025
TIN 316-513-896