

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 16th day of April 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 principal office at Gen. Santos St., Poblacion North, Solano, Nueva Vizcaya, represented herein by its 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: **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 March 27, 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 One Hundred Eighty-Eight Thousand and Sixty -Pesos only (Php1,188,060.00).**

II. 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.



III. 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	4	CABLE, CAT6 UTP standard cable, 305m per box Fiberhome CAT6 UTP INDOOR GREY CAT.6 U/UTP PVC 24AWG (Box) GREY	Box	1	7,250.00	7,250.00
2	5	CABLE, CAT6 UTP standard cable, 305m per box Fiberhome CAT6 UTP INDOOR GREY CAT.6 U/UTP PVC 24AWG (Box) GREY	Box	2	7,250.00	14,500.00
3	11	CABLE ORGANIZER, Cable Organizer Bag, can fit multiple cables Material: Polyester Size: ~19CM*11CM*3.5CM	Bag	4	230.00	920.00
4	12	CAMERA, 18MP DSLR Camera +18-55 mm Lens with 128 GB Card + Case CANON EOS 1500D W/18-55 IS II Canon EOS 1500D DSLR Camera Kit with EF-S 18-55mm f/3.5-5.6.1 IS II Lens, 24.1MP APS C CMOS Sensor, DIGIC 4+ Image Processor, 1080p 30fps FHD Video, Wi-Fi & NFC, LCD Display & 9-Point Autofocus With bag & 128GB SD Card	Unit	1	34,990.00	34,990.00
5	17	CAMERA ACCESSORIES, Canon LP- E17 K&F Concept LP-E17 1250mAh Rechargeable Canon Camera Battery and Dual Slot Charger Kit with 2 Batteries, USB Type C for Canon EOS RP, Rebel, T8i, T7i, T6i, T6s, SL2, SL3, EOS M3, M5, M6 Mark II, 77D, 200D, 750D, 760D, 800D, 8000D KF28-0014	Unit	2	1,500.00	3,000.00
6	18	CAMERA ACCESSORIES, Durable Adjustable Triopo K268 Portable Camera Tripod Stand with 10kg Load Capacity, 360 Degree Panoramic Ball Head, 2-Angle Adjustment Camera Stand; made in Aluminum Alloy and Plastic; Working Height: Max. 62 in Load Capacity: Max.10kg Folded Length: 16 in Packing List: 1 * Wrench 1 * Strap 1 * User Manual 1 * Carrying Bag 1 * Tripod Stand	Set	1	1,590.00	1,590.00
7	20	CARD READER, UGREEN USB-C +USB-A To TF/SD 3.0 Card Reader Gray Type-C USB 3.0 Card slot: SD TF Micro SD Memory Card Reader with dual-interface Support Simultaneous Reading for PC Phone Tablet	Unit	3	250.00	750.00

8	26	DEVELOPER BLACK for Gestetner MP 2014AD	Piece	1	6,300.00	6,300.00
9	29	EXTERNAL HARD DRIVE, Seagate 1 TB, 2.5"HDD, USB 3.0 connectivity with USB 3.0 cable With at least read/write speed between 30-150 MB/s	Unit	9	2,350.00	21,150.00
10	30	EXTERNAL HARD DRIVE, Seagate 1 TB, USB 3.0 connectivity, compatible to all windows operating system With at least read/write speed between 30-150 MB/s	Unit	25	2,350.00	58,750.00
11	32	FLASH DRIVE, andisk 16GB, USB 3.0 With at least read speed 60-150 MB/s and write speed 10-45 MB/s	Piece	7	280.00	1,960.00
12	34	FLASH DRIVE, Sandisk 64GB, USB 3.0, Metal Case, Plug and Play With at least read speed 60 -150 MB/s and write speed 10-45 MB/s	Piece	60	390.00	23,400.00
13	36	HARD DRIVE, Solid State Drive (SSD) Sandisk 1TB Read: Up to 530MB/s Max ; Write: 480MB/s SATA Rev. 3.0 (6Gb/s)	Piece	8	2,900.00	23,200.00
14	37	HEADSET, JBL/Samsung Wireless; Bluetooth 5.2; Qualcomm QCC3040 chipset supporting aptX, AAC, and SBC codecs; and 14.2mm Bio-compound diaphragm drivers. At least 5 hours of battery life per charge and up to 25 hours total with the charging case. The earbuds take approximately 1.5 hours to charge, while the case requires about 2 hours; USB-C charging interface. Dual microphones with cVc 8.0 noise reduction and Environmental Noise Cancellation (ENC) for calls. Rated IPX4 for splash resistance. Bluetooth range of up to 10 meters.	Unit	16	1,850.00	29,600.00
15	41	LAPTOP, Core i5 12th gen or latest 8GB RAM 500GB SSD X1504VA-NJ1622WSM ASUS NOTEBOOK Vivobook 15 (Quiet Blue) Intel Core i5 1334U 15.6" FHD (1920 x 1080) LED 8GB DDR4 on board 512GB M.2 NVMe SSD UHD Graphics Windows 11 Home Microsoft Office Home 2024 + Microsoft 365 Basic, mouse bag 1yr warranty	Unit	20	36,900.00	738,000.00
16	45	MAINTENANCE BOX, for Epson L15150 Genuine	Box	4	1,840.00	7,360.00

17	55	MULTIMEDIA PROJECTOR, 3600 Lumens, WXGA Epson EB-W51 Projector with Tripod 1024 x 768 resolution, 15,000:1 ratio, RGB liquid crystal shutter projection system, Connectivity: USB Type A: 1 (for USB Memory, USB Document Camera, for Wireless LAN Unit, Firmware Update) USB Type B: 1 (for USB Display, Mouse, K/B, Control, Firmware Update), D-Sub, HDMI with Projector Screen	Unit	4	39,500.00	158,000.00
18	56	NETWORK ACCESSORIES, 10G SFP+ RJ45 Copper TL-SM5310-T "10GBASE-T RJ45 SFP+ Module SPEC: 10Gbps RJ45 Copper Transceiver, Plug and Play with SFP+ Slot, Support DDM (Temperature and Voltage), Up to 30 m Distance (Cat6a or above)" Module 10GBase-T SFP+ Copper RJ45 30m 10000M SFP Transceiver compatible for unifi network	Piece	3	2,500.00	7,500.00
19	57	NETWORK ACCESSORIES, Fiberhome CAT6 UTP INDOOR GREY CAT.6 U/UTP PVC 24AWG (Box) GREY CAT6 UTP standard cable, 305m per box 23 AWG high density polyethylene insulation, ISO/IEC 118001, EIA-568-B.2	Box	3	7,500.00	22,500.00
20	58	NETWORK ACCESSORIES, Network Tool Lan Cable Tester for RJ45, RJ11, Telephone Wire Lan Tester Networking Repair Tools 9 Volts	Piece	3	250.00	750.00
21	61	NETWORK SWITCH HUB, 8-Port TL-SG1008 "8-Port Gigabit Switch PORT: 8× Gigabit RJ45 Ports SPEC: 1U 13-inch Rack-mountable Steel Case FEATURE: Plug and Play"	Unit	2	2,400.00	4,800.00
22	62	NETWORK SWITCH HUB, Layer 2, TL-SG3428 "JetStream™ 24-Port Gigabit L2+ Managed Switch with 4 SFP Slots PORT: 24× Gigabit RJ45 Ports, 4× Gigabit SFP Slots, RJ45/Micro-USB Console Port SPEC: 1U 19-inch Rack-mountable Steel Case FEATURE: Integration with JetStream™ SDN Controller, Static Routing, OAM, 802.1Q VLAN, QinQ, STP/RSTP/MSTP, IGMP Snooping, 802.1p/DSCP QoS, ACL, 802.1x, Radius/Tacacs+ Authentication, LACP, CLI, SNMP, Dual Image/Configuration, IPv6	Unit	1	11,990.00	11,990.00
23	71	RJ45, CAT6 8-pin connector pass through @100pc	Box	6	485.00	2,910.00
24	74	SD CARD, Sandisk 128 GB 200 MB/s w/ U3 marking, capable of writing at the speed required for 4K video	Piece	1	490.00	490.00

25	77	SPEAKER, SHIVTECH Dual-way counter INTERCOM, Window Intercom System, Safe and Zero touch Communication Solution, SHIV-8808 Inter Com Dual-Way System for Office Window, high sensitive microphone, knob voice adjustment, durable, w/ 1 dual way counter interphone, 1 external speaker, 1 charger, 1 english manual, high quality	Set	1	2,500.00	2,500.00
26	82	TRIPOD, Professional Video Camcorder Tripod Stand, heavy duty, multi angle locks, w/ quick release plate Material: aluminum Load Capacity: at least 8Kg Max Length: at least 1500 mm	Piece	1	3,900.00	3,900.00
		GRAND TOTAL				1,188,060.00

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. 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.





Page 5 of 7

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.

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

ID No. WAD-0218

Issued on: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:


CIELITA J. PASCUA
Owner/Manager

ID No. CTC 8426857


Issued on: 1-10-25

Issued at: Solano, Nueva Vizcaya

Signed in the presence of:

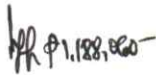


NVSU Representative



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 10th day of April Bayombong, Nueva Vizcaya 2025 in _____, Philippines.

Notary Public

Doc. No.: 121;
Page No.: 25;
Book No.: CIV;
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. VII-0011447/02-24-22
Dumiao Blvd., Salvacion, Bayombong, N.V.