

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 05 MAY 2025 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 **PROVERBS' ENTERPRISES** with principal office at km314 National Highway, Brgy., Capirpiriwan, Cordon, Isabela, represented herein by its Manager/Owner, **TEODULO G. FULGENCIO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the **Project 2025-06G: Supply and Delivery of Chairs and Tables for Classroom Modernization of 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 **Four Million Nine Hundred Forty-Two Thousand Eight Hundred Ninety-Five Pesos Only (Php4,942,895.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services: 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 completion of works/delivery.

NO.	Item Description	Qty	Unit	Unit Cost	Total Cost
1	CHAIR, Classroom stool chairs all wooden made of solid Gmelina wood with two coatings of clear topcoat varnish 111 units * It should not have any signs of weevil and termite infestation	1	lot	200,00.00	194,139.00
2	CHAIR, Study Chair, left-handed, made of plastic monobloc, Color: Brown W: approximate 24 inches, L: 30 inches including arm H: 30 inches -With PS quality mark -With 1-year warranty, chairs can withstand at least 200 kilos of load	160	piece	1,305.00	208,800.00
3	CHAIR, Study Chair, right-handed, made of plastic monobloc, Color: Brown W: approximate 24 inches, L: 30 inches including arm H: 30 inches -With PS quality mark -With 1-year warranty, chairs can withstand at least 200 kilos of load	2000	piece	1,304.18	2,608,356.00
4	CHAIR, Study armchairs, color: Granite Beige, Material: Plastic, Chair Back Height: High Back, Chair Design: Armchair, Number of Seats: 1, Length: approx. 46.5cm, Dimension: approx. (L x W x H)46.5cm x 47cm x 79.5cm (100 pcs chairs for left-handed and 907 pcs chairs for right-handed) -With PS quality mark -With 1-year warranty, chairs can withstand at least 200 kilos of load	1007	piece	1,600.00	1,611,200.00
5	TABLE, Podium Stand/Lecture Table Stainless-Steel material Frame: Full stainless steel 1.0 mm BA Mirror Dimensions: 115 x 45 cm Table Width: 50 cm Accessories: Adjuster, Frame, Column, & Stainless Accents	20	piece	16,020.00	320,400.00
GRAND TOTAL					4,942,895.00

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 delivered product should not show any signs of termite or weevil infestation.

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.
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

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of Bayombong) s.s.

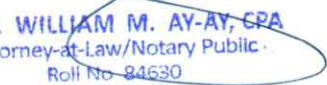
BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.**, of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and **TEODULO G. FULGENCIO** of **PROVERBS' ENTERPRISES** who presented to me his 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 five (5) 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 05 MAY 2025 day of _____ 2025 in _____, Philippines.

Notary Public

Doc. No.: 268;
Page No.: 54;
Book No.: 111;
Series of 2025.


ATTY. WILLIAM M. AY-AY, CPA
Attorney-at-Law/Notary Public
Roll No. 84630
PTP No. 7010107/01-02-2025/Quezon City
*IBP No. 482121/12-10-2024/Quezon City
MCLE Compliance VIII-0027229 valid until April 14, 2028
Admin Matter No. NP-197/2025-2026

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.
Public Servant and University President
ID No. WAD-0218
Issued on: Dec. 21, 2022
Issued at: Nueva Vizcaya State Univ.

For the Supplier:


TEODULO G. FULGENCIO
Manager/Owner
ID No. _____
Issued on: _____
Issued at: _____



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

Signed in the presence of:



Supplier Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV