

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 principal office at General Santos Street, Poblacion North, Solano, Nueva Vizcaya represented herein by its Proprietress **CIELITA JUNIO 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 - 15G: Supply and Delivery ICT Office Equipment and Peripherals of the SALUN-AT Project**;

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;

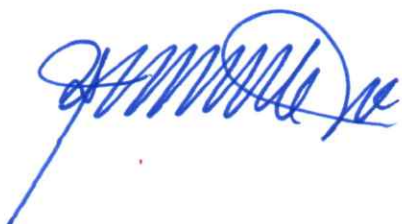
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Four Hundred Forty Six Thousand Ninety Pesos (Php 446,090.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services is Thirty (30) calendar days. The project awarded by lot.

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 at the unit Bid stated below:

No.	Particulars	Qty	Unit	Total Bid
1	CABLE, HDMI Fiber Optic Cable, 25 meters, 4K @60Hz, gold-plated, PVC jacket, supports 18Gbps bandwidth, durable and high quality	2	Unit	6,400.00
2	CABLE, HDMI, 4K, at least 10Gbps speed, 15m	4	Piece	3,560.00
3	CABLE ADAPTER, HDMI Splitter Amplifier Duplicator Up to 30M Transmission 4 Way 1x4 Hub 1 in 4 out 3D 1080p 4K Ultra HD 4 PORT 2 PORT Split 1 HDMI signal to 4 HDMI Digital Displays at the same time Maintains 480P, 576P, 720P, 1080i, 1080P and 840 x 2160 Resolutions	3	Unit	1,950.00
4	EXTERNAL HARD DRIVE, Portable, SSD, 1 Terabyte with Type-C to USB 3.2 Connector and Speed Up to 520MB/s Interface: USB 3.2 Connector: USB-C Operating	4	Unit	27,600.00
5	FLASH DRIVE, 128gb, USB 3.2 Gen 1, original, heavy duty	2	Piece	1,700.00
6	LAPTOP, Core i7 12th gen or latest 16GB RAM 500GB SSD 15.6 LED monitor 4GB GPU pre-installed Win10 and MS Office mouse and bag 1yr warranty (for Graphics Design and Planning Development use)	2	Unit	165,980.00
7	MICROPHONE, Wireless Microphone System Clip-on Microphone, Transmission Type: 2.4G, Poplar Pattern: Omnidirectional, Frequency Response: 20Hz-16kHz, Signal-to-noise Ratio: 80dB	4	Unit	27,600.00
8	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, USB2.0, Ethernet, WiFi, WiFi-Direct	2	Unit	23,000.00





9	<p>ROUTER, Router Dual Band Gigabit Wi-Fi 6 Speed Router Standards</p> <ul style="list-style-type: none"> - Wi-Fi 6 - IEEE 802.11ax/ac/n/a 5 GHz - IEEE 802.11ax/n/b/g 2.4 GHz <p>WiFi Speeds</p> <ul style="list-style-type: none"> - AX1800 - 5 GHz: 1201 Mbps (802.11ax) 2.4 GHz: 574 Mbps (802.11ax) 	2	Unit	7,800.00
10	<p>SD CARD, Micro SD Card Product Type: Micro SD Card Capacity : 512GB Read Speed: 170 MB/S Write Speed: 90 MB/S UHS-I A2 Rating U3 for UHS speed class V30 for video speed class.</p>	4	Piece	18,000.00
11	<p>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</p>	2	Unit	57,800.00
12	<p>TELEVISION, Smart TV 65-inch Quantum 4K 3840x2160, Dolby sound, HDR 10, DTS Virtual X, Videa operating system, screen sharing, audio 10Wx2, connectivity: HDMI USB WIFI LAN Bluetooth, remote control with wall bracket, 2years warranty</p>	2	Unit	91,800.00
13	<p>TWO-WAY RADIO, Radio 10km High-power walkie talkie long range U/V Dual Band Two Way Radio 200 Channel Original 1.6 inch screen display LED strong flashlight IP54 waterproof, shockproof, and fall resistant Dual frequency, dual display, dual standby High capacity lithium battery 5500mAh, standby for up to 48 hours CTCSSSDCS encoding and decoding function FM radio function Intercom host x 1 Battery x 1 Original charger (set) x 1 Original factory antenna x 1 Dedicated back clip x 1 Hanging rope x 1 English instruction manual x 1 Type: Lithium battery</p>	3	Unit	12,900.00
GRAND TOTAL				446,090.00

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.
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

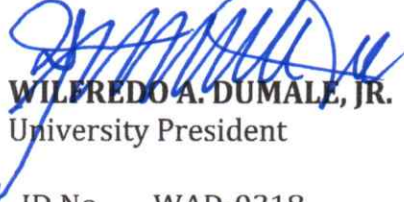
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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 JUNIO PASCUA
Proprietress


ID No. CTC 08426857

Issued on: 1-10-25

Issued at: Solano, Nva. Viz.


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

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 JUNIO 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 six (6) 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: 388 ;
Page No.: 78 ;
Book No.: CV ;
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
Dumlao Blvd., Salvacion, Bayombong, N.V.