

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 **LASE LABORATORY EQUIPMENT TRADING** with principal office at P6 Rizal, Santiago City, Isabela, Philippines represented herein by its Proprietress, **EVELYN LUGAGAY**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for **Project 2025-16G: Supply, Delivery and Installation of the Furniture and Fixtures of the Project "Upgrading of the Citrus Disease Diagnostic and Indexing Facility"**;

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 _____;

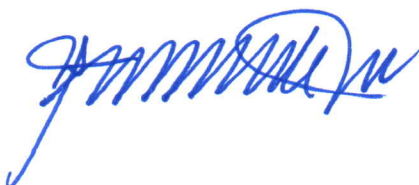
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Nine Hundred Ninety-Nine Thousand Two Hundred Pesos Only (Php999,200.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services is Sixty (60) calendar days.

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 goods/supplies materials for the completion of works at the unit Bid stated below:

No.	Item Description	Qty	Unit	Amount
1	<p>FURNITURE AND FIXTURES,</p> <p>1 Unit LABORATORY SIDE TABLE</p> <ul style="list-style-type: none"> • Dimension:2000mm(L)x650mm(W)x900mm(H) • Worktop: Durcon Solid phenolic resin electron beam cured and double-sided surface, heat/acid/chemical/stain Resistant with antibacterial properties; • At least 10 years guarantee scratch/impact/wear resistant; • Easy to clean suitable for contact with food. • With Chemical Resistant Rating of 0 (No Effect) to 1 (Excellent) according to SEFA 3 specially on reagent like Acetone, Ethyl ether, benzene, hydrofluoric acid, sulfuric acid, nitric acid, etc., and ASTM Test of worktop physical properties. • Thickness and Color: 20mm, Black, beveled edge. • Compliance: <ul style="list-style-type: none"> - UL Gold Greenguard; - ISO Certification 9001: 2015 & 9001: 14001; - Test result for Antimicrobial Properties; - NSF (National Sanitation Foundation) Certified; - SEFA 3 Chemical Resistant Test with rating of 0 (No Effect) to 1 (Excellent); - SEFA 3 ASTM Test for Physical Properties; - Formaldehyde emission Class E1; 0.4 mg/h m²; • Cabinets/Drawers: -Steel cold rolled sheets epoxy powder coated 40-60 μ in 200 °C, 10 steps anti-rust process, chemical, corrosion and chip resistant with drawers in full extension heavy duty rail guides, swing door, soft close buffer regressing hinges, adjustable shelving, recessed/integrated handles for safety and heavy-duty caster wheel. Customize in color. - 4 units fixed cabinet single swing door - 2 units apron cabinet single door • Accessories: <ul style="list-style-type: none"> a. 4-units 2 gang Electrical outlet universal 220VAC/15amp splash mounted. b. 100mm rubber vinyl base seal. <p>1 Unit LABORATORY SIDE TABLE</p> <ul style="list-style-type: none"> • Dimension:3700mm(L)x500mm(W)x900mm(H) • Worktop: Durcon Solid phenolic resin electron beam cured and double-sided surface; heat/acid/chemical/stain Resistant with antibacterial properties; • At least 10 years guarantee, scratch/impact/wear resistant, Easy to clean; • Suitable for contact with food; • With Chemical Resistant Rating of 0 (No Effect) to 1 (Excellent) according to SEFA 3 specially on reagent like Acetone, Ethyl ether, benzene, hydrofluoric acid, sulfuric acid, nitric acid, etc., and ASTM Test of worktop physical properties. • Thickness and Color: 20 mm, Black, beveled edge. • Compliance: <ul style="list-style-type: none"> - UL Gold Greenguard - ISO Certification 9001: 2015 & 9001: 14001 - Test result for Antimicrobial Properties - NSF (National Sanitation Foundation) Certified - SEFA 3 Chemical Resistant Test with rating of 0 (No 	1	lot	999,200.00

- Effect) to 1 (Excellent)
- SEFA 3 ASTM Test for Physical Properties
 - Formaldehyde emission Class E1; 0.4 mg/h m²
 - Cabinets/Drawers: Steel cold rolled sheets epoxy powder coated 40-60 μ in 200 °C, 10 steps anti-rust process, chemical, corrosion and chip resistant with drawers in full extension heavy duty rail guides, swing door, soft close buffer regressing hinges, adjustable shelving, recessed/integrated handles for safety and heavy-duty caster wheel. Customize in color. - 3 units fixed cabinet single swing door - 2 units apron cabinet single door
 - Accessories:
 - a. 3-units 2 gang Electrical outlet universal 220VAC/15amp splash mounted.
 - b. 100mm rubber vinyl base seal.

1 Unit LABORATORY SIDE TABLE WITH SINK

- Dimension: 5500mm(L)x1000mm(W)x900mm(H)
- Worktop: Durcon Solid phenolic resin electron beam cured and double-sided surface;
- Heat/acid/chemical/stain Resistant with antibacterial properties;
- at least 10 years guarantee scratch/impact/wear resistant;
- Easy to clean suitable for contact with food.
- Thickness and Color: 20mm, Black, bevelled edge.
- Compliance:
 - UL Gold Greenguard
 - ISO Certification 9001:2015 & 9001: 14001
 - Test result for Antimicrobial Properties
 - NSF (National Sanitation Foundation) Certified
 - SEFA 3 Chemical Resistant Test with rating of 0 (No Effect) to 1 (Excellent)
 - SEFA 3 ASTM Test for Physical Properties
 - Formaldehyde emission Class E1; 0.4 mg/h m²
- Cabinets: Steel cold rolled sheets epoxy powder coated 40-60 μ in 200 °C, 10 steps anti-rust process, chemical, corrosion and chip resistant with drawers in full extension heavy duty rail guides, swing door, soft close buffer regressing hinges, adjustable shelving, recessed/integrated handles for safety and base with heavy duty levelling glider adjuster. Customize in color.
 - 4 units single swing doors with drawers
 - 2 units apron drawer
 - 1 unit sink base double swing doors
- Accessories:
 - a. 8 units 2 gang electrical outlet universal socket 15amps 220vac, retractable.;
 - b. 2 units SS304 sink bowl 600mm(L)x400mm(W) seamless and hairline finish complete with traps and piping.;
 - c. 2 units laboratory gooseneck faucet with ceramic valve, serrated nozzle and complete fittings.;

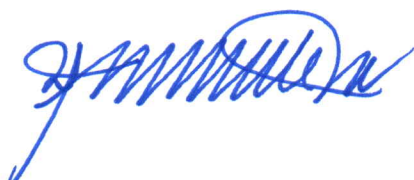
Operating temperature: 30°C to 150°C;
 Chemical resistance: Extremely rare alternations.;

Salt spray test: No alternations.;

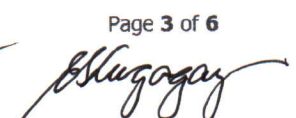
Kesternich test: No variation (DIN 50018).;

Connection: G3/8, G1/2, G3/4, standard UNI ISO 228/1.;

Oliveshaped nozzle: DIN 12898
- d. 2 units pegboard racks High density PP, Single sided with drainage hole in the middle of the bottom tray and 48 detachable drip stick with locking function, convenient to use, wall mounted/desktop, grey in color




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	e. 100 mm rubber vinyl seal. INCLUSION: Emergency Shower and Eyewash Station <ul style="list-style-type: none"> • free installation from water source to sink 			
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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** provide otherwise.

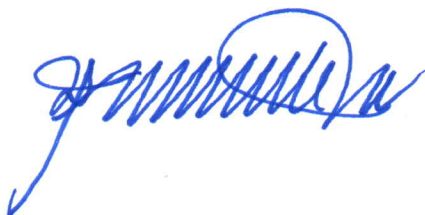
The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.

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

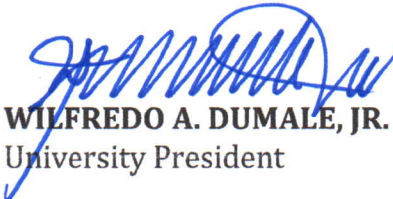
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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:


WILFREDO A. DUMALE, JR.
University President

ID No. WAD-0218

Issued on: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:


EVELYN LUGAGAY
Proprietress

ID No. D 12-05-001331

Issued on: DRIVER'S LICENCE

Issued at: _____


Signed in the presence of:

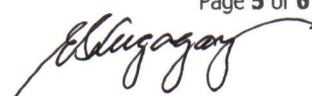


NVSU Representative

Supplier Representative

Funds Available: ₱999,200


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
11-2020-01-11829 12142



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 **EVELYN LUGAGAY** of **LASE LABORATORY EQUIPMENT TRADING** who presented to me her valid ID 012-05-001731 issued by LTV driver license 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.

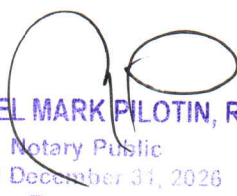
The foregoing instrument, consists of six (06) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

AUG 19 2025

WITNESS MY HAND AND SEAL on this ____ day of _____ 2025 in SANTIAGO CITY, Philippines.

Notary Public

Doc. No: 114;
Page No.: 29;
Book No.: 7;
Series of 2025.


ATTY. ARIEL MARK PILOTIN, RMEÉ
Notary Public
Until December 31, 2026
Dubinan East, Santiago City
Roll of Attorney's No. 88978
MCLE No. VIII-0016315/Until 4/14/2025
PTR No. 9206767/Jan. 3 2025/Santiago City
IBP No. 448641/Mar. 24, 2024/CY 2025
TIN 316-513-896



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