

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, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **NOVEAULAB ASIA CORPORATION**, with principal office at Unit SS 105 DSL Building, #380 Del Monte Ave., Quezon City, represented herein by its Authorized Representative, **RAIZA JEAN C. DEMETILLO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the **Project 2025 - 9E: Supply, Delivery, and Installation of Machinery and Laboratory Equipment of NVSU Engineering Programs**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid equipment;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on July 21, 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

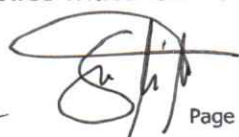
The total contract price is **Seven Hundred Fifty-Eight Thousand Four Hundred Ninety-Nine pesos only (Php758,499.00)**.

II. Expected date of Delivery of equipment is 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 complete deliveries of goods and services, as follows:



No.	Line-Item No.	Item Description	Qty	Unit of Measurement	Unit Cost	Total Cost
1	10	<p>MACHINERY AND EQUIPMENT, Automatic Bomb Calorimeter Calorific Value Test Meter Machine Instrument Heat capacity: About 10500 J / K Oxygen bomb capacity: 300ml Oxygen charging pressure: 2.8 ~ 3.2 MPa Pressure resistance: water pressure 20MPa Weight: 2.5 kg Overall dimension: 650 * 450 * 500 mm (550-650) Temperature range: 0 ~ 40 0C Response time: < 4 S Resolution: 0.0001 Linearity: < 0.08% per 5 oC temperature rise range Temperature measurement error: ± 0.003 Power supply voltage: AC220V ± 10% Humidity: up to 80% Power: 30W Ignition voltage: AC24 V Ignition time: 5S</p> <p>With suppliers' warranty With ISO 17025 Certification</p>	1	Unit	228,922.50	228,922.50
2	16	<p>MACHINERY AND EQUIPMENT, Moisture Analyzer (multi-crop): Input voltage: 230 V AC 50 Hz Weighing capacity (Max): Maximum humidity: 80% Maximum operating temperature: 400 °C Maximum ambient temperature: 5 0C Minimum humidity: 5% Readability (moisture): 0.050% Tare range: 200g With suppliers' warranty With ISO 17025 Certification</p>	1	Unit	110,208.00	110,208.00
3	18	<p>MACHINERY AND EQUIPMENT, NIR Spectrometer price analyzer (portable spectrometer) " Wavelength Range: 350-950 Stray light: 0.3% Spectral bandwidth (FWHM): 2nm CCT range: 1,000K~ 100,000K Frequency range: 25-1KHz Chromaticity coordinate accuracy: ±0.0025 Application: Agricultural Light source Frequency sampling rate: 1-10KHz With suppliers' warranty With ISO 17025 Certification</p>	1	Unit	214,722.50	214,722.50
4	21	<p>MACHINERY AND EQUIPMENT, Water Activity Meter " Measurement range: 0.1 to: 0.98 Aw (5°C - 45°C) Measuring principle: Electrolytic (surface IR and NTC) Measurement accuracy: AW ±0.01 (±15) precision: ±0.003</p>	1	Unit	204,646.00	204,646.00

		aw within the adjustment range (±0.1°C) Resolution: 0.001aw (0.1°C) Accuracy: ±0.010aw within calibration range (±0.15°C) With suppliers' warranty With ISO 17025 Certification				
		GRAND TOTAL				758,499.00

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. 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.
Public Servant and University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:



RAIZA JEAN C. DEMETILLO
Authorized Representative

ID No. _____

Issued on: _____

Issued at: _____

Signed in the presence of:



NVSU Representative

Supplier Representative

Funds Available: P958,499


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
JF 2022-04-187

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 **RAIZA JEAN C. DEMETILLO** of **NOVEAULAB ASIA CORPORATION**, 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 19 AUG 2025 day of _____ 2025 in **BAYOMBONG** _____, Philippines.

Notary Public

Doc. No: 169 ;
Page No.: 35 ;
Book No.: 09 ;
Series of 2025.


ATTY. MAC JERWIN G. MARI
Notary Public
Valid Until December 31, 2026
Notarial Commission No. 18-24
PTR No. 2962378; December 23, 2024
IBP No. 503392; January 9, 2025
ROLL No. 80098; 06-18-22
MCLE COMPLIANCE No. ADMITTED in 2022
Bayombong, Nueva Vizcaya

