

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 **RED GUTZ TRADING**, with principal office at Unit 207, JOCFER Building, Commonwealth Ave., Quezon City, represented herein by its Authorized Representative, **JOSEPH N. NOVA**, 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 **One Million Forty Thousand Three Hundred Seventy-Three pesos only (Php1,040,373.00).**

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	1	<p>LABORATORY EQUIPMENT, Spectrum Analyzer – With built-in Signal Synthesizer Technical Specifications 9KHz to 2.1 GHz -161 dBm/Hz displayed average noise level -98 dBm / Hz at 10KHz offset phase noise Built-in switchable preamplifier 1 Hz minimum RBW All digital IF technology 256 5mm (1024 x 600) display 0 to +50 °C operating temperature USB host: USB-A 2.0+ USB LAN: 10/100 Base, RJ45 Source: 100-240 VAC, 60Hz Internal storage: 256MB EMC: EN 61326-1:2013 Electrical Safety: EN 61010-1:2010 With manufacturer's warranty With ISO 17025 Certification</p>	1	Unit	201,957.00	201,957.00
2	2	<p>LABORATORY EQUIPMENT, Conveyor Belt Kit for Intelligent Robotic Arm - General Specs: Payload: 500 g Effective Delivering Distance: 600 mm Maximum Speed: 120 mm/s Maximum Acceleration 1100 mm/s² Net Weight: 4.2 Kg Weight: (Including Packing) 5.34 Kg Dimension: 700 mm x 215 mm x 60 mm Distance Measuring Sensor Unit Specs: Measurable Range: 20 ~ 150 mm Signal Analog Output Input: 4.5 ~ 5.5 V Color Recognizing Sensor Unit Specs: Input: 3 ~ V Detectable: Non-glowing object White LED: Embedded, on/off controllable With suppliers' warranty</p>	1	Set	88,539.00	88,539.00
3	4	<p>LABORATORY EQUIPMENT, Intelligent Robotics Arm Educational Version General Specs: Number of Axis: 4 Payload: 500 g Max. Reach: 320mm Position:</p>	2	Set	223,772.00	447,544.00

		Repeatability (Control): 0.2 mm Communication: USB / Wi-Fi / Bluetooth Power Supply: 100V - 240V, 50/60 HZ? Power In: 12V / 6.5A DC Consumption: 78W MaxWorking Temperature: -10° - 60° C Axis Movement (Range and Speed): Axis: Range / Max Speed (250 g workload) Joint 1: (Base) -120° ~+120° / 320° / s Joint 2: (Rear Arm) - 5°~+90°320°/ s Joint 3: (Forearm) - 15°~+90°320° / s Joint 4: (Rotation Servo) - 140°~+140°480° / s End Effectors: 1 set 3D Printer Kit Maximum Print Size: 150mm×150 mm×150mm 3D Printing Material: PLA Resolution: 0.1 mm 1 set Laser Engraver Power Consumption: 500 mw Type: 405 nm (Blue Laser) Power: 12 V, TTL trigger (With PWM Driver) 1 set Pen Holder Pen Diameter: 10 mm 1 set Vacuum Suction Cup Suction Cup Diameter: 20 mm Pressure: -35 Kpa 1 sets Gripper Range: 27.5 mm Drive Type: Pneumatic Force: 8N With suppliers' warranty				
4	5	LABORATORY EQUIPMENT, Linear Rail Kit for Intelligent Robotic Arm - General Specs: Payload: 5 kg Effective Travel Distance: 1000 mm Maximum: Speed 150 mm/s Maximum Acceleration: 150 mm/s ² Repeat Positioning Accuracy: 0.01 mm Absolute Positioning Accuracy: 0.25 mm Net Weight: 4.7 kg Weight: 7.23 kg Dimension: (Length x Width x Height) 1320 mm x 120 mm x 55 mm With suppliers' warranty	1	Set	143,983.00	143,983.00
5	9	LABORATORY EQUIPMENT, Vision System Kit for Intelligent Robotic Arm - General Specs: Focus: 60mm	1	Set	158,350.00	158,350.00

	Lens Diameter: Focal Length: 1:14 Maximal Length size: 8.8mm x 6.6mm Aperture: F1.4-F16C Aperture and Focus Point Control: Manual With HD Color Industrial Camera Sensor Size: 1/2 CMOS Effective Pixel: at least 3Million Shutter Type: Curtain Exposure Exposure Control: Manual & Auto With USB data interface With White Auxiliary Light Source Luminous Color: White Illumination: 40000 lux Output Voltage 12V DC Output Power: 5-35W Operating Distance: 35- 110mm With suppliers' warranty				
	GRAND TOTAL				1,040,373.00

IV.Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- 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;
- The Schedule of Requirements;
- The Technical Specifications;
- The General Conditions of Contract;
- The Special Conditions of Contract
- The Performance Security; and
- 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.

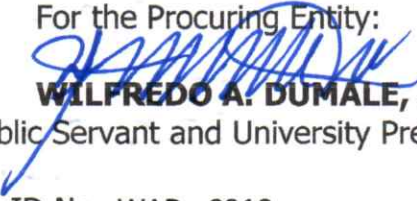
VIII. Settlement of Disputes


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:

JOSEPH N. NOVA
Authorized Representative
ID No. _____
Issued on: _____
Issued at: _____

Signed in the presence of:




NVSU Representative



Supplier Representative

Funds Available: P1,040,323


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
TF-2025-08-1106

ACKNOWLEDGMENT

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

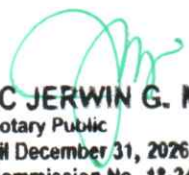
BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and **JOSEPH N. NOVA** of **RED GUTZ TRADING**, who presented to 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 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.

WITNESS MY HAND AND SEAL on this 19 AUG 2025 day of _____ 2025 in BAYOMBONG, Philippines.

Notary Public

Doc. No: 107 ;
Page No.: 35 ;
Book No.: 07 ;
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; 05-18-22
MCLE COMPLIANCE No. ADMITTED in 2022
Bayombong, Nueva Vizcaya

