

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of _____ 2026 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 **JEST TRADING**, with principal office at 50C Cenacle Drive, Brgy. Culiati, Quezon City, Metro Manila, represented herein by its Manager, **LOUIE LITO F. MALIT**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the **Project 2026-02E: Supply, Delivery, and Installation of Outdoor LED Wall Display for the University**;

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 _____ 2026;

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 **Three Million Three Hundred Thousand Pesos only (Php 3,300,000.00)**.

II. Expected date of Delivery of equipment is Thirty (30) calendar days after the receipt of Notice to Proceed.

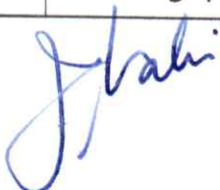
It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the complete of deliveries of goods and services at the unit Bid stated below:

Item No.	Item Description	Qty.	Unit Cost	Total Bid Amount
1.	<p>MONITOR, P4 OUTDOOR LED WALL DISPLAY 2.88mX3.84m, 216pcs - module 320mmx160mm refresh rate 3840hz, 12 pcs - 960mmx960mm Steel Cabinet Outdoor IP65, 48pcs - LED Power Supply (5V60A), 24pcs - LED display receiving card, 48sets - Power and signal cable, 1pc - Video processor compatible for receiving card, *with spare modules for P4 Outdoor Module (8), PSU LED (4) and receiving card (4),</p> <p>2pcs - Active 2-way speaker, 2 channel amplifiers of 1400W, 130dB max SPL, 1 inch compression driver 1.75-inch v.c. FIRPHASE technology, innovative DSP processing, 15inch woofer 2.5inch v.c, 90deg x 60deg, wide dispersion constant directivity horn, i/o XLR sensitivity input - 2dBU/+4dBU, mic input sensitivity - 32dBU, crossover freq. 1600Hz, protection thermal, RMS, controls volume, boost, mic/line, total power 1400W peak 700RMS, cooling convection, connection VDE, CE compliant, color black,</p> <p>1pc - sound mixer 12 -Channel Mixing Console, max. 6 mic / 12 line inputs (4 mono + 3 stereo), +48V phantom power, 2GROUP Buses + 1 Stereo Bus, High-grade effects: SPX with 24 programs, 24-bit / 192kHz 2in / 2out USB Audio functions, XLR balanced, Metal chassis outputs, 1lot - 28" diameter Signage logo stainless 1.5mm thickness with backlight, 1lot - Network accessories for remote access (100-300meters) 27 pcs - 24" diameter signage name stainless 1.5mm thickness with backlight - Freestanding concrete structure including power distribution 15KVA</p>	2	1,650,000.00	3,300,000.00





	AVR, Installation and Configuration, 2-year warranty with complete delivery, accessories, installation & configuration.			
Grand Total				3,300,000.00

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:

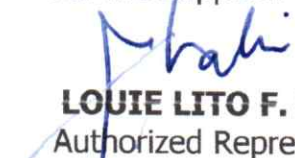

WILFREDO A. DUMALE, JR.
University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:


LOUIE LITO F. MALIT
Authorized Representative

ID No. NDI-20-033134

Issued on: March 14, 2025

Issued at: San Juan

Signed in the presence of:


SARAH ISRAELITA M. SASUN
NVSU Representative


Gabriel M. Larraquel
Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV

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 **LOUIE LITO F. MALIT** of, 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 _____ day of APR 08 2026 in _____, Philippines.

Notary Public

Doc. No: 408 ;
Page No.: 83 ;
Book No.: 01 ;
Series of 2026.

ATTY. MAE ANNE M. DIMAANO
Notary Public for Quezon City
Adm. Matter NP-101 (2026-2027)
Commission Expires on December 31, 2027
Roll of Attorneys 66262 | June 22, 2016 | Quezon City
IBP Lifetime 15009 | Quezon City
PTR No. 8357122 | January 13, 2026
MCLE Compliance VIII-0016885
December 4, 2024 until April 14, 2028
mvrdiraano@yahoo.com | 09773587939