

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 11th day of April 2023 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 R.O. Bldg., Mabini St., Brgy. Quezon, Solano, Nueva Vizcaya, represented herein by its Manager, Ms. Cielita J. Pascua, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project: **2023-08G: Supply and Delivery of Consumables for Both Campuses**;

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 March 28, 2023;

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 Twenty-Two Thousand One Hundred Forty-Five pesos only (Php1,022,145.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services is Thirty (30) 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 supplies materials for the completion of works at the unit Bid stated below:

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF MEASUREMENT	UNIT COST	TOTAL COST
1	3	DRUM CARTRIDGE, Original CT351075 Drum Unit Fuji Xerox DocuCentre S2011 S2110 S2320 S2520	3	Unit	12,950.00	38,850.00
2	5	INK CARTRIDGE, Epson Ink Cart, Standard T-9731 Black	1	Cart	10,690.00	10,690.00
3	6	INK CARTRIDGE, HP Laserjet, CF283A	1	Cart	4,455.00	4,455.00
4	8	INK, Brother J-200 LC539XL-BK Black with LC535XL-C, LC535XL-Y, LC535XL-M Genuine	1	Set	290.00	290.00
5	9	INK, Epson 001 127 ml, Black, Genuine	30	Bottle	660.00	19,800.00
6	10	INK, Epson 001, 70 ml, Cyan, Genuine	26	Bottle	400.00	10,400.00
7	11	INK, Epson 001, 70 ml, Magenta, Genuine	25	Bottle	400.00	10,000.00
8	12	INK, Epson 001, 70 ml, Yellow, Genuine	24	Bottle	400.00	9,600.00
9	13	INK, Epson 003 65ml, Black, Genuine	658	Bottle	310.00	203,980.00
10	14	INK, Epson 003 65ml, Cyan, Genuine	256	Bottle	310.00	79,360.00
11	15	INK, Epson 003 65ml, Magenta, Genuine	255	Bottle	273.53	69,750.00
12	16	INK, Epson 003 65ml, Yellow, Genuine	246	Bottle	310.00	76,260.00
13	17	INK, Epson 003, CMYK colored ink set, Genuine	60	Set	1,300.00	78,000.00
14	18	INK, Epson 664, Black, 70ml, Genuine	245	Bottle	350.00	85,750.00
15	19	INK, Epson 664, CMYK colored ink set, Genuine	29	Set	1,450.00	42,050.00
16	20	INK, Epson 664, Cyan, 70ml, Genuine	67	Bottle	350.00	23,450.00
17	21	INK, Epson 664, Magenta, 70ml, Genuine	65	Bottle	350.00	22,750.00
18	22	INK, Epson 664, Yellow, 70ml, Genuine	64	Bottle	350.00	22,400.00
19	23	INK, Epson 774, 140 ml, Black	16	Bottle	600.00	9,600.00
20	25	INK, INK(CPI10, GESTETNER)GENUINE	3	Piece	2,290.00	6,870.00
21	26	INK, INK,(DX2430, GESTETNER)GENUINE	2	Piece	2,290.00	4,580.00
22	27	INK, Set - Brother BTD60BK Black with BT5000C, BT5000Y, BT5000M Genuine	4	Set	1,845.00	7,380.00
23	31	TONER CARTRIDGE, Fuji Xerox DocuCentre s2110	15	Piece	5,990.00	89,850.00

24	32	TONER CARTRIDGE, FUJI XEROX, SC2020, BLACK, genuine	1	Tube	7,590.00	7,590.00
25	33	TONER CARTRIDGE, FUJI XEROX, SC2020, CYAN, genuine	1	Tube	7,590.00	7,590.00
26	34	TONER CARTRIDGE, FUJI XEROX, SC2020, MAGENTA, genuine	1	Tube	7,590.00	7,590.00
27	35	TONER CARTRIDGE, FUJI XEROX, SC2020, YELLOW, genuine	1	Tube	7,590.00	7,590.00
28	40	TONER CARTRIDGE, HP 56A, black	4	Tube	3,800.00	15,200.00
29	41	TONER CARTRIDGE, IM C2500, Black	1	Piece	4,890.00	4,890.00
30	42	TONER CARTRIDGE, M2701, Gestetner, genuine	2	Cart	3,990.00	7,980.00
31	43	TONER CARTRIDGE, MP 2014H (MP2014 AD) M2701	2	Box	3,800.00	7,600.00
32	44	TONER CARTRIDGE, MP C2503S, Cyan	1	Piece	10,000.00	10,000.00
33	45	TONER CARTRIDGE, MP C2503S, Magenta	1	Piece	10,000.00	10,000.00
34	46	TONER CARTRIDGE, MP C2503S, Yellow	1	Piece	10,000.00	10,000.00
		GRAND TOTAL				1,022,145.00

IV. Scope of Contract

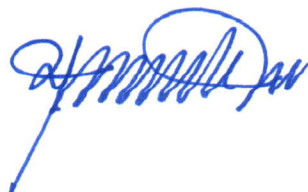
The following documents shall be deemed to form, be read and construed as part of this Contract:

- (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: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:



CIELITA J. PASCUA
Manager

ID No. B01-09-001859

Issued on: 3-16-23

Issued at: LTO - Bay. N.V

Signed in the presence of:


ARKLYNE PARAGUANAS
NVSU Representative
ADMINISTRATIVE OFFICER-FINANCE


Supplier Representative

Funds Available:

Php 2,145
LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV

ACKNOWLEDGMENT

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

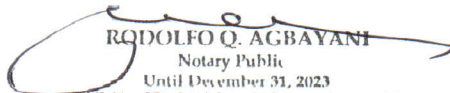
BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and **CIELITA J. PASCUA** of PC ENTERPRISES, who presented to me 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 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 1st day of April **Bayombong, Nueva Vizcaya** 2023 in _____, Philippines.

Notary Public

Doc. No: 112 ;
Page No.: 23 ;
Book No.: LXXV(1)
Series of 2023.


RODOLFO Q. AGBAYANI
Notary Public
Until December 31, 2023
PTR No. 2706584/12-16-22/Bayombong, N.V.
IBP No. 254483/12-28-22/Pasig City
TIN No. 114-890-339-000
MCLE No. VII-0011447/02-24-22