CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of _____ 2018 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. Andres Z. Taguiam, hereinafter referred to as the **Procuring Entity**;

and

The **CONSUMERS APPLIANCE TRADERS**, with principal office at 71B. Aquino Brgy. Quirino, Solano, Nueva Vizcaya, represented herein by its Manager, Mr. John B. Olfindo, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the **Project: 2018-05A Supply & Delivery of Office Supplies/ Appliances 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 November ___, 2018;

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 One Hundred Twenty Three Thousand Eight Hundred Thirty pesos only (Php1, 123,830.00).**

II. Expected date of Delivery of Goods and/or Performance of Services: Ninety (90) Working 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.

CAMPUSES:

BAYOMBONG CAMPUS
Tel. No.: (078) 321-2280; Telefax: (078) 321-2112

BAMBANG CAMPUS
Tel. No.: (078) 803-1060; Telefax: (078) 321-3037

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:

Item No.	Description	Unit of Meas.	Qty	Total Amount
	Bambang Campus			
1	Encore Stand Fan 16",plastic blade	UNIT	1	750.00
2	Zooey Dish Organizer 8681D	UNIT	3	2,850.00
3	Fujidenzo hot & cold water dispenser with 2 containers w/ content Model: FWD-1031 black, warranty: 1 year, with authorized service center in the area.(Consumers Appliance Service Traders)	UNIT	3	17,970.00
4	Wall clock, rikon	PC	1	500.00
7	Office Table (20 Inches X 38 Inches) Wood, G-Melina	UNIT	1	7,295.00
8	Office Table with Glass Pad(4ftx3ftx3ft)G-Melina	SET	2	17,590.00
9	Jampoo Office Table(L-Shape) Steel, main Table-1200wx700dx740h(mm) Side Table 1000x740mm,6 drawers,white	UNIT	1	14,450.00
10	JHP JIT-1200,(Junior Executive Table) H750XD600DW1200mm ,color Wenge	UNIT	1	3,995.00
11	JHP (JIT-EFV4) Steel Filing Cabinet, 4 Drawers-One Key, Smooth, Offwhite/Light Gray	UNIT	2	13,320.00
12	JHP (JIT-EFL4) Steel Filing Cabinet, 4 Drawers, Smooth, Offwhite/Light Gray	UNIT	1	8,870.00
13	JHP (JIT-EFV4) Steel Filing Cabinet, 4 Drawers-One Key, Smooth, Offwhite/Light Gray	UNIT	5	33,300.00
15	JAMPOO (JPCU-2/F) Steel filing Cabinet, lateral 2 drawers,smooth	UNIT	4	38,580.00
16	ZOOEY Excellent Chest drawers,5 layers	PC	1	1,750.00
17	Storage Box with Lid(Made of Cardboard) 16Lx11.5Wx11H, Hard Box	PC	8	2,800.00
18	JHP JIT-QV23 Visitors Chair w/o arm rest	UNIT	7	7,000.00
19	JHP (JIT-Q5A) Junior Executive Chair w/ Arm Rest (Small)	UNIT	2	4,590.00
20	(JIT EC/DC20) Swivel Chair w/ Arm rest (Computer chair)	UNIT	4	6,740.00
21	BIGASS FAN, POWERFOIL, Industrial Fan, Low speed, high volume 16feet w/ 5 blades (Note: Freight and Installation included) Warranty: 5yrs full warranty on whole unit (Motor;Control;Blade;Winglet), Fan Assembly and Mounting; Tools and equipment requirement, fan testing and commissioning Scaffoldings, 1 yr. installation warranty (electrical,juywire,mounting)	UNIT	1	578,000.00
22	FUJIDENZO IWAR-180G Airconditioner, inverter,2HP,window type with timer and remote control/. Warranty: 1 year warranty on parts and service, 5 years on compressor, with authorized service center in the area.(Consumers Appliance Service Center)	UNIT	5	200,000.00
23	HYUNDAI Airconditioner-Inverter (1HP-window type with timer and remote control. Warranty: 1 year warranty on parts and service, 5 years on compressor, with authorized service center in the area.(Consumers Appliance Service Center)	UNIT	2	54,000.00

24	SAMSUNG Smart TV, 65 Inches Model:UA65NU7100 Warranty:1 year warranty(with authorized service center in the area.(Consumers Appliance Service Center)	UNIT	1	75,000.00
	Bayombong Campus			
2	JHP (JIT-EFV4) Steel Filing Cabinet, 4 drawers-one key,smooth,offwhite/beige	UNIT	3	19,980.00
3	(JIT-EF3) lateral steel cabinet (3 drawers, smooth, light gray/offwhite)	UNIT	2	14,500.00

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:

ANDRES Z. TAGUIAM
University President

ID No. 13M - 0001
Issued on: 10-29-15
Issued at: NVSU

For the Supplier:

JOHN B. OLFINDO
Manager

ID No. N02-92-201899
Issued on: 3-29-2017
Issued at: MUNTINLUPA CITY

Signed in the presence of:

NVSU Representative

Supplier Representative

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 **ANDRES Z. TAGUIAM** of the Nueva Vizcaya State University, who presented to me his valid ID _____ issued by _____ as competent proof of identity, and **JOHN B. OLFINDO** of Consumers Appliance Traders 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 NOV 2 3 2018 day of _____ 2018 in BAYOMBONG, NUEVA VIZCAYA, Philippines.

ATTY. ROWENA A. ANTONIO-MARCOS
Notary Public for Nueva Vizcaya
Notarial Commission 10-17
Until December 31, 2019
PTR No. 2070933NV; 12/11/2017 Bay, NV
IBP Lifetime No. 889042; Roll No. 54809
MCLE CN V-0010621; 09/17/2015
National Road, Bayombong, Nueva Vizcaya
Notary Public

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