

## CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FEB 05 2024

This Contract is made and executed this \_\_\_ day of \_\_\_\_ 2024 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 **DIGITAL MANUFACTURING SOLUTIONS, INC.**, with principal office at 131 Mezzanine Floor 7<sup>th</sup> Avenue, Caloocan City, Metro Manila, NCR, Philippines, represented herein by its Department Head, Ms. Angelique Ocampo, hereinafter referred to as the **Supplier**;

### WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2023-20G: Supply and Delivery of ANSYS Academic Research Package for the University (2<sup>nd</sup> Advertisement)**;

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 \_\_\_\_\_, 2024;

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 Nine Hundred Fifty Thousand pesos only (Php1,950,000.00)**.

#### 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

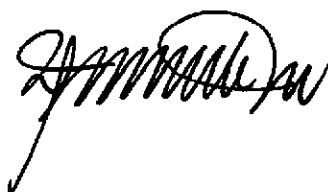
The **Supplier** accepted the aforesaid amount as payment of supplies materials for the completion of works at the unit Bid stated below:

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
1	LICENSING, Software Package: ANASYS FLUENT ANSYS Academic Research Package for NVSU – 5 concurrent ANSYS Academic Research CFD task up to 16 CPU cores parallel processing supported per task – problem size limit: limited by computer hardware and operating system – based upon the commercial ANSYS CFD – installation and configuration guides, for software license server and client computer provider – manuals provided online in compiled HTML and PDF formats (softcopy) – tasks floatable over a TCP/IP – based local area network – 4 years of software maintenance included (on perpetual license); renewable thereafter – installation assistance – 2 days of CFD Appreciation Workshops for NVSU faculty members	1	Unit	1,950,000.00	1,950,000.00
	<b>GRAND TOTAL</b>				<b>1,950,000.00</b>

### 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

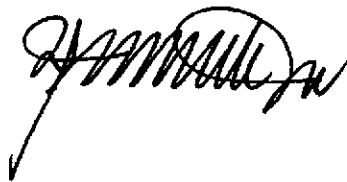
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and 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:


  
**ANGELIQUE OCAMPO**  
Department Head

ID No. P 49723048

Issued on: Feb. 22, 2020

Issued at: DFA Manila

Signed in the presence of:

  
**ARLYNE A. GONZALES, CPA**  
CHIEF ADMINISTRATIVE OFFICER-FINANCE  
NVSU Representative

  
Laila Dee Cano  
Supplier Representative

**Funds Available:**

**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of **QUEZON CITY** ) 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 **ANGELIQUE OCAMPO** of **DIGITAL MANUFACTURING SOLUTIONS, INC.**, who presented to me her valid ID PF748648 issued by DFA Manila 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.

**FEB 05 2024**

WITNESS MY HAND AND SEAL on this \_\_\_\_ day of \_\_\_\_\_ 2024 in QUEZON CITY, Philippines.

Notary Public

Doc. No: 399  
Page No.: 81  
Book No.: FM  
Series of 2024.



**ATTY. ROSALINDA ADRIANO MONTENEGRO**  
NOTARY PUBLIC IN QUEZON CITY  
My Commission expires on December 31, 2025  
Admin Matter No. NP 133 (2024-2025)  
PTR NO. 4028249-01/03/2024-Q.C  
IBP OR No. 263992-01/03/2024-QC Roll No. 68456  
MCLE Compliance No. VII-0021672 14 April 2025  
Unit 312 Bldg. 137 Malakas St. Brgy. Central, Quezon City