

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 **CONSUMERS APPLIANCE CENTER**, with principal office in **Solano, Nueva Vizcaya** represented herein by its Authorized Representative, **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 **2025-2E: Supply and Delivery of Various Office Equipment and Appliances 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 _____ 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 **Four Million Three Hundred Thirteen Thousand Eight Hundred Eighty pesos only (Php4,313,880.00).**

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 of deliveries of goods and services, as follows:

No.	Item No.	Item Description	Qty	Unit of Measurement	Unit Cost	Total Cost
1	1	AIRCON, 2.5 HP split type, full DC inverter, at least EER14, cooling capacity 23,940, R410 refrigerant, nano titanium and photocatalyst filter, dehumidification device, with complete installation and accessories With manufacturer's warranty	40	units	77,800.00	3,112,000.00
2	2	AIRCON, 2.5 HP window type, full DC inverter, at least EER 11, R32 refrigerant, multi-stage filtration, remote control, self-diagnostic, smart controller, blue fin corrosion prevention With manufacturer's warranty	4	unit	49,500.00	198,000.00
3	4	AIRCON, Cabinet Type Aircon, 6.0 HP (5 TR) HD Premium Inverter Floor Standing Aircon R32, HD Premium Inverter - R32 Refrigerant Up to 60% Energy Savings Gold Fin Condenser High EER Clean Air Filter Remote Control LCD Display Self-Cleaning Follow Me Technology Eco Mode Sleep Mode Dimension: 1825: 540: 410 mm (HWD)	3	unit	148,000.00	444,000.00

		With manufacturer's warranty				
4	5	<p>AIRCON, INVERTER AIRCON 2.0 SPLIT TYPE AIR CONDITIONER, Product details Inverter 2.0-2.5Hp Manufacturer Authorized Installer Required Otherwise Warranty is Void 5 years compressor warranty & 1 year on other parts. Rated Running Current (kW: 5.6(1.40- 6.21)COP (W/W): 3.78 Power Source (V/Ph/Hz): 220- 240/1/60 Sound Pressure Level (Indoor): 32 dB Dimensions (Indoor H x W x D): 310x 1124x 237mmDimensions (Outdoor H x W x D): 645 x 855 x328 mm Unit Weight (Indoor): 14kgs. Unit Weight (Outdoor): 41 kgs. For complete installation and accessories With manufacturer's warranty</p>	2	unit	55,500.00	111,000.00
5	6	<p>AIRCON, Split Type DC Inverter Aircon 1.5 hp with installation Input Power; 230v 60Hz Refrigerant: R410 With manufacturer's warranty</p>	2	unit	52,500.00	105,000.00
6	7	<p>AIRCON, Split Type DC Inverter Aircon 3 hp with installation Input Power; 230v 60Hz Refrigerant: R410 With manufacturer's warranty</p>	3	unit	78,900.00	236,700.00

7	10	LABORATORY EQUIPMENT, SIDE BY SIDE REFRIGERATOR, DIMENSIONS & WEIGHT Packing Weight (kg) 90- 100kl Product Weight (kg) 75- 90kl Product Dimension (WxHxD, mm) 900-950 x 630-650 x 1700-1900 Compressor Type Inverter Compressor Door Basket Transparent 3-5 Color- any 21-27 Cu. Ft. Side by Side Storage Volume Total (L) 600-700 With manufacturer's warranty	2	unit	53,590.00	107,180.00
		Grand Total				4,313,880.00

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.
Public Servant and University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:


JOHN B. OLFINDO
Authorized Representative

ID No. 2-92-20/809

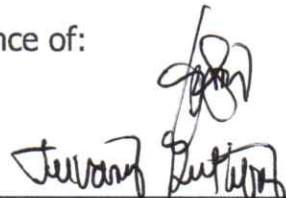
Issued on: March 29, 2024

Issued at: Bayanog Kultura Center

Signed in the presence of:



NVSU Representative



Supplier Representative

Funds Available:

liza paraguas
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 **MR. JOHN B. OLFINDO** of **CONSUMERS APPLIANCE TRADERS**, 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 seven (7) 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 MAR 10 2025 in _____, Philippines.

Notary Public

Doc. No: 382;
Page No.: 88;
Book No.: CCXVII;
Series of 2025.

EPIFANIO DO GALIMA III
Notarial Commission No. 25-23
Notary Public Until 12-31-2025
Pub. South, Solano, Nva. Vizcaya
Roll of Attorney's No. 57855
ISP License 1085882, 1/4/18
PTR No. 280204, 12/19/2024

