

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this MAY 03 2024 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 **WISEMAN'S BOOKS TRADING, INC.**, with principal office at 171 Tandang Sora, Avenue, Brgy., Tandang Sora, Quezon City, Metro Manila, NCR, represented herein by its Sales Marketing Coordinator, **AIDA F. MARCELO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project: **Project 2024-09G: Supply and Delivery of Reference Books for the University Library - Bambang Campus**;

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 Hundred Twenty-Four Thousand Thirty-Three pesos only (Php124,033.00)**.

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.	Unit	Particulars	Qty	Unit Cost	Total Cost
1	1	Piece	BOOK, 3GE Collection on Computer Science: Meta learning by 3G Learning c2023	1	7,598.00	7,598.00
2	2	Piece	BOOK, 3GE Collection on Mathematics by 3G Learning c2022	1	6,995.00	6,995.00
3	7	Piece	BOOK, A Visual Reference to Guest Service by 3G Learning c2023	1	4,998.00	4,998.00
4	8	Piece	BOOK, A Visual Reference to Room Service Management by 3G Learning c2023	1	4,998.00	4,998.00
5	13	Piece	BOOK, Algorithms for VLSI Designs Automation by McKenzie c2022	1	7,998.00	7,998.00
6	51	Piece	BOOK, Disaster and Risk Reduction Management 2 nd ed. by Mogol c2022	1	398.00	398.00
7	56	Piece	BOOK, Encyclopedia of Medicinal plants ed. by Rami, Esha c2022	1	6,995.00	6,995.00
8	57	Piece	BOOK, Encyclopedia of Plants and flowers by Gautan c2023	1	6,995.00	6,995.00
9	61	Piece	BOOK, Environmental and Atmospheric chemistry by Devi c2021	1	8,598.00	8,598.00
10	66	Piece	BOOK, Exploring Data and Business Management: How Information Helps in Supervision by Tiwari c2023	1	6,995.00	6,995.00
11	71	Piece	BOOK, Food, Agriculture and environment by Kumar c2022	1	7,998.00	7,998.00
12	74	Piece	BOOK, Front Office Operations by Bajao c2022	1	698.00	698.00
13	75	Piece	BOOK, Fundamentals in Lodging Operations Lab. Manual by Bajao c2020 or latest	1	450.00	450.00
14	76	Piece	BOOK, Fundamentals of Accounting and Inventory management in Hospitality and Tourism Business by Bajao c2021	1	498.00	498.00
15	81	Piece	BOOK, General Management Skills for Hotel Managers 3 rd ed. by 3G Learning c2023	1	7,598.00	7,598.00
16	99	Piece	BOOK, Introduction to Computer Programming and Web Designing by 3G Learning c2023	1	7,598.00	7,598.00
17	108	Piece	BOOK, Learning Modules for Research writing by 3G Lacaba c2022	3	298.00	894.00
18	111	Piece	BOOK, Management Information System by Sharma c2023	1	8,598.00	8,598.00
19	112	Piece	BOOK, Management of Lodi c2023 Housekeeping operations by	1	2,498.00	2,498.00
20	116	Piece	BOOK, Micro perspective of tourism and hospitality by Bajao c2022	1	298.00	298.00
21	118	Piece	BOOK, Multicultural Diversity in workplace for the Tourism professional by Bajao c2022	1	298.00	298.00
22	123	Piece	BOOK, Operations management in Hospitality and Tourism Business by Bajao c2021	1	498.00	498.00
23	151	Piece	BOOK, Programming Logic and Design by 3G E-learning c2023	1	7,598.00	7,598.00
24	153	Piece	BOOK, Quality Service Management Tourism and Hospitality by Bajao c2022	1	350.00	350.00
25	168	Piece	BOOK, Stereochemistry of organic chemistry by Balyan c2023	1	8,598.00	8,598.00

26	183	Piece	BOOK, Tourism Development Policy and Planning by 3G E-learning c2022	1	6,995.00	6,995.00
GRAND TOTAL BID						124,033.00

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.

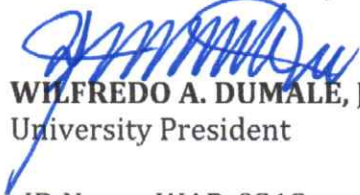



Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

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:


AIDA F. MARCELO
Sales Marketing Coordinator


ID No. 01808

Issued on: January 31, 2023

Issued at: Quezon City


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

Witnessed in the presence of:


Aida F. Marcelo
Supplier Representative

Funds Available:


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 **AIDA F. MARCELO** of **WISEMAN'S BOOKS TRADING, INC.**, 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.

MAY 03 2024

WITNESS MY HAND AND SEAL on this ____ day of _____ 2024 in _____, Philippines.

Notary Public

Doc. No: 479;
Page No.: 057;
Book No.: I;
Series of 2024.

ATTY. ALEJO Y. SEDICO
NOTARY PUBLIC FOR IN QUEZON CITY
Until December 31, 2024
Roll of Attorney No. 38198
ISP No. 391161 1/03/2024-QC
PTR No. 5572406D 1/03/2024-QC
MCLE VII 0031066 - until 04/14/2025
Pasillo D11 and E13, Munez Bldg. Edsa, Quezon City