

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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 **AREVALO CONSTRUCTION SUPPLY AND GENERAL MERCHANDISE**, with principal office in Apanay, Alicia, Isabela, represented herein by its Proprietress, **MAGNOLIA S. AREVALO**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project: **2024-15G: Supply and Delivery of Personalized Merchandise**;

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 _____;

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 Ninety-Nine Thousand Fifty Pesos Only (Php1,099,050.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services: **Thirty (30) Calendar Days after the receipt of the final layout of items listed in the project.**

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	Unit	Qty	Unit Cost	Total
1	BAG, Native Bag, woven, with NVSU logo logo size 10x10 in., width 18.5 in, length 13.5 in, handle 8 in ,75pcs lemon yellow,75pcs white,75pcs green,75pcs brown	Piece	300	303.00	90,900.00
2	BAG, Tote Bag (size) with NVSU logo, print DTF/Sublimation, Bag Size 14X15in,Print Size 8X8in	Piece	100	80.50	8,050.00
3	BALLPEN, bamboo type, w/o case with laser engraved NVSU marking (NUEVA VIZCAYA STATE UNIVERSITY) Engraved Size 3inX0.25in(max)	Piece	100	36.00	3,600.00
4	BALLPEN, bamboo type, with case with laser engraved NVSU marking (NUEVA VIZCAYA STATE UNIVERSITY) Engraved Size 3in X 0.25in (max)	Piece	250	63.00	15,750.00
5	BOTTLE, Tumbler, Bamboo water bottle with NVSU logo, logo on cover/cap and NUEVA VIZCAYA STATE U text on the body, 500 ml, Engraved Size 6inX2.5in	Piece	400	426.00	170,400.00
6	ID LACE, NVSU ID lace, Size 1inch Lanyard Sublimation Print	Piece	4000	45.00	180,000.00
7	JACKET, NVSU Corporate Jacket with NVSU logo, Embroidered, size circle 2.5 in height, 2.5 in width, Black, Japan Twill, 220gsm,50 SMALL,50 MEDIUM,50 LARGE,50 XL	Piece	200	998.00	199,600.00
8	JACKET,NVSU Jacket with NVSU LOGO logo size circle 2.5 in height, 2.5 in width, cotton fabric, 220gsm,50 XS,100 SMALL, 100 MEDIUM,50 LARGE,50 XL	Piece	350	385.00	134,750.00
9	KEYCHAIN, with NVSU logo, Atleast 1.5" x 1.5", Fiber glass, Metal Chain	Piece	200	23.00	4,600.00
10	MUG,with NVSU logo,frosted,11oz, Sublimation print ,Front -3x3 in logo print-Back 2.6x3 in print	Piece	300	102.00	30,600.00
11	NOTEBOOK, with NVSU logo. logo size 4x4 in, spiral type,notebook size width 14cm,height 18cm,70 sheets,custom wooden notebook with decal sticker print	Book	500	83.00	41,500.00
12	SHIRT,T-shirt with colar, with NVSU logo embroidered, Cotton, white -25pcs XS,25 pcsS,25 pcs M,25pcs L,25pcs XL ,25 pcs 2XL, BLACK - 25 pcs XS, 25pcsS,25pcs M, 25pcs L,25 pcs XL,25 pcs 2XL, logo size circle, 2.5 inches height,2.5 inches width	Piece	300	337.00	101,100.00
13	SHIRT, T-shirt without colar, with NVSU mark, cotton, WHITE -25 XS,25 S,25 M,25 L, 25 XL,25 2XL. BLACK- 25 pcsXS,25pcs S,25pcs M,25pcs L,25pcs XL,25 pcs2XL,high quality cotton,DTF print,10in X 11(max)	Piece	300	197.00	59,100.00
14	UMBRELLA, folding, automatic with pouch and NVSU logo,print size 8x8in,fold size 10 in,75 pcs black,75 pcs green,75 pcs lemon yellow,75 navy blue	Piece	300	154.00	46,200.00
15	UMBRELLA, J-type with NVSU logo,print 8x8in,25pcs black,25 pcs white , 25 pcs green, 25pcs lemon yellow	Piece	100	129.00	12,900.00
TOTAL CONTRACT AMOUNT					1,099,050.00

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. Advance Payment and Terms of Payment

1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
2. The **Procuring Entity** is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations.
3. 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:


MAGNOLIA S. AREVALO
Proprietress
ID No. B81-14-003126

Issued on: 10-19-2022


Issued at: BAYOMBONG, NUEVA VIZCAYA

Signed in the presence of:


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


Supplier Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
CMT 12-027

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 **MAGNOLIA S. AREVALO** of Arevalo Construction Supply And General Merchandise who presented to me her valid ID B01-14-003126 issued by LAND TRANSPORTATION OFFICE 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 31 day of October 2024 in _____, Philippines.
BAYOMBONG, NUEVA VIZCAYA

Notary Public

Doc. No: 476 ;
Page No.: 97 ;
Book No.: XXXII ;
Series of 2024.


ATTY. ARIEL IAN M. MADDELA
NOTARY PUBLIC
VALID UNTIL DECEMBER 31, 2025
NOTARIAL COMMISSION NO. 05-23
PTR NO. 283157; DEC. 14, 2023
IBP LIFETIME NO. 19553
ROLL NO. 54595; 05-04-2007
BAYOMBONG, NUEVA VIZCAYA