

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 **FOREFRONT BOOK CO., INC.**, with principal office in 32 8th Street, Quezon City, Manila, represented herein by its Marketing Executive, **MYLENE PLATA**, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for project **2024-21G: Supply and Delivery of Reference Books for 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 _____;

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 **Two Hundred Seventy-One Thousand Two Hundred Ten Pesos Only (Php271,210.00)**.

II. Expected date of Delivery of Goods and/or Performance of Services: **Thirty (30) 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.

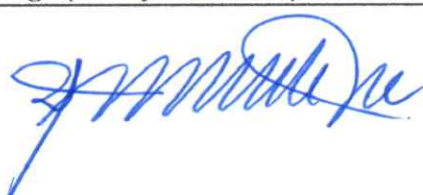


Mylene Plata

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	Qty	Unit Cost	Total Cost
1.5	BOOK, 5 Steps to a 5: AP Biology 2024 \1ed. by Anestis, Mark CY 2023	Piece	1	1,100.00	1,100.00
1.9	BOOK, AC/DC Hybrid Large-Scale Power Grid System Protection by Dong, Xinzhou CY 2023	Piece	1	11,450.00	11,450.00
1.15	BOOK, AP Physics C 2024 Elite Student Edition by Jacobs, Greg CY2023	Piece	1	1,650.00	1,650.00
1.17	BOOK, Art and Science of Language Teaching, The by Bryfonski, Lara CY 2024	Piece	1	3,450.00	3,450.00
1.27	BOOK, Being Ethnographic \3ed. by Madden, Raymond CY 2023	Piece	1	3,470.00	3,470.00
1.31	BOOK, Chemistry /15ed. by brown, Theodore E. CY2022	Piece	1	6,960.00	6,960.00
1.38	BOOK, Creative Writing Analysis \1ed. by Harper, Graeme CY 2023	Piece	1	3,940.00	3,940.00
1.39	BOOK, Critical Theory Today \4ed. by Tyson, Lois CY 2023	Piece	1	4,270.00	4,270.00
1.46	BOOK, Deep Learning by Tuffery, Stephane CY2023	Piece	1	8,150.00	8,150.00
1.53	BOOK, Electric Power and Energy Distribution Systems by Pahwa, Anil CY 2023	Piece	1	11,450.00	11,450.00
1.54	BOOK, Electrical Installation Work \10ed. by Scaddan, Brian CY 2023	Piece	1	4,780.00	4,780.00
1.55	BOOK, Electrical Principles \5ed. by Phillips, Peter CY 2023	Piece	1	7,860.00	7,860.00
1.56	BOOK, Electromagnetic Theory by Basu, Prabir K. by Basu, Prabir K. CY 2023	Piece	1	11,450.00	11,450.00
1.59	BOOK, Engineering Fundamentals \7ed. by Moaveni, Saeed CY 2023	Piece	1	8,260.00	8,260.00
1.62	BOOK, Environmental Governance for Sustainable Development by Nabhi, Uma CY 2023	Piece	1	4,620.00	4,620.00
1.64	BOOK, Essential Circuit Analysis Using Proteus by Asadi, Farzin CY 2023	Piece	1	9,850.00	9,850.00
1.65	BOOK, Essential Tagalog Phrasebook & Dictionary by Perdon, Renato CY 2023	Piece	1	810.00	810.00
1.68	BOOK, Finite Element and Finite Volume Methods for Heat Transfer by Reddy, J.N. CY 2023	Piece	1	8,860.00	8,860.00
1.90	BOOK, Grounded Theory \3ed. by Birks, Melanie CY 2023	Piece	1	3,250.00	3,250.00
1.105	BOOK, Inquiry into Life \17ed. by Mader, Sylvia S. CY 2023	Piece	1	4,950.00	4,950.00
1.109	BOOK, Introduction to Documentation Studies by Lund, Niels Windfields CY 2024	Piece	1	6,250.00	6,250.00
1.112	BOOK, Introduction to Literature, Criticism and Theory, An \6ed. by Bennett, Andrew CY 2023	Piece	1	2,500.00	2,500.00
1.127	BOOK, Learning Deep Learning \1ed. by Ekman, Magnus CY 2023	Piece	1	5,320.00	5,320.00
1.130	BOOK, Living World, The \11ed. by Johnson, George B. CY 2024	Piece	1	5,470.00	5,470.00
1.132	BOOK, Managing Disaster Risks to Cultural Heritage \1ed. by Rouhani, Bijan CY2024	Piece	1	4,150.00	4,150.00




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1.134	BOOK, Manufacturing Engineering & Technology in SI Units, GE \8ed. by Kalpakjian, Serope CY 2023	Piece	1	7,340.00	7,340.00
1.135	BOOK, Material Science and Engineering in Food Product Development by Lai, W. HB/CY2023	Piece	1	14,300.00	14,300.00
1.148	BOOK, Power Electronics, A First Course \2ed. By Mohan, Ned CY 2023	Piece	1	10,200.00	10,200.00
1.149	BOOK, Power System Analysis and Design, SI Edition \7ed. by Glover, Duncan CY 2023	Piece	1	8,270.00	8,270.00
1.150	BOOK, Power System Relaying \5ed. by Horowitz, Stanley H. CY 2023	Piece	1	10,550.00	10,550.00
1.151	BOOK, Practical Guide to Theoretical Frameworks for Social Science by Bingham, Andrea J. CY2023	Piece	1	4,920.00	4,920.00
1.155	BOOK, Principles of Macroeconomics \10ed. By Mankiw, Gregory N. CY 2023	Piece	1	8,250.00	8,250.00
1.156	BOOK, Programming Languages Build, Prove, and Compare by Ramsey, Norman CY 2023	Piece	1	7,530.00	7,530.00
1.157	BOOK, Qualitative Data Analysis by Stevens, Peter A. J. CY 2023	Piece	1	3,250.00	3,250.00
1.161	BOOK, Resilient Power Electronic Systems by Kaboli, Shahriyar CY2023	Piece	1	11,450.00	11,450.00
1.164	BOOK, Role of the Learner in Task- Based Language Teaching, The \1e by Lambert, Craig CY 2023	Piece	1	3,830.00	3,830.00
1.170	BOOK, Semiconductor Microchips and Fabrication by Lian, Yaguang CY 2023	Piece	1	11,000.00	11,000.00
1.175	BOOK, Sociology in Modules \6ed. by Schaefer, Richard T. CY 2023	Piece	1	5,100.00	5,100.00
1.181	BOOK, Sustainable Energy by Celik, Serdar CY 2023	Piece	1	7,970.00	7,970.00
1.183	BOOK, Teachers of Multiple Languages by Ku, Eric K. CY 2023	Piece	1	2,970.00	2,970.00
1.191	BOOK, Ted Lasso and Philosophy: No Question Is into Touch by Baggett, Marybeth CY 2024	Piece	1	1,800.00	1,800.00
1.211	BOOK, Using Social Research for Social Justice \1ed. by Rawsthorne, Margot CY 2024	Piece	1	3,990.00	3,990.00
1.214	BOOK, Wireless Security Architecture by Minella, Jennifer CY 2023	Piece	1	4,220.00	4,220.00
GRAND TOTAL					271,210.00

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.




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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.



Supplier Page 4 of 6

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.

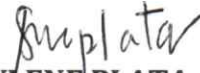
University President

ID No. WAD-0218

Issued on: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:



MYLENE PLATA

Marketing Executive

ID No. _____

Issued on: _____

Issued at: _____


Signed in the presence of:



ARLYNE A. GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER - FINANCE



Supplier Representative



CHRISTIAN PANLILIO

Funds Available:

hll ₱291,200

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 **MYLENE PLATA** of Forefront Book Co., 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 six (6) 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 11 DEC 2024 2024 in ~~BAYOMBONG, NUEVA VIZCAYA~~, Philippines.

Notary Public

Doc. No: 106 ;
Page No.: 23 ;
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. 2833157; DEC. 14, 2023
IBP LIFETIME NO. 19553
ROLL NO. 54595; 05-04-2007
BAYOMBONG, NUEVA VIZCAYA