

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, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **FOREFRONT BOOK CO., INC.** with principal office at 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 the project **2025-11G: Procurement of Online Subscription of Books for the University Library**;

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 Seventy-Nine Thousand Pesos Only (Php1,079,000.00)**.

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.



III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the completion of works/delivery.

NO.	Item Description	Qty	Unit	Amount
1	<p>SUBSCRIPTION, Online subscription for books through consortia – Bayombong and Bambang Campuses</p> <p>Consortium Perpetual Access</p> <ul style="list-style-type: none">• Access is limited to the 10 member schools of the consortium for 12 months• Unlimited access to the platform.• 3 months full access to over 20,000 Wiley eBook titles and for selected titles by each member of the consortium for the next 9 months• Up to 10 concurrent users per title.• Each user can borrow up to 10 titles.• Borrowing period of 2-5 days per title.• Available for both online and offline access.• Perpetual access to the eBooks. <p>Features:</p> <ul style="list-style-type: none">• Enhanced Reader Features<ul style="list-style-type: none">- Quick search and key concepts- Make highlights and notes with the ability to bookmark- Built in Wikipedia Search- Translate to different languages with text to speech• Online and Offline via Mobile App• Support for MARC Records• Usage Report• Post-Sale & Tech Support <p>Terms and Conditions:</p> <ul style="list-style-type: none">-Guaranteed perpetual access for the eBooks	1	lot	1,079,000.00
Grand Total				1,079,000.00

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.

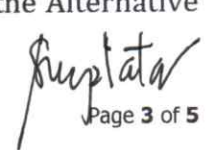
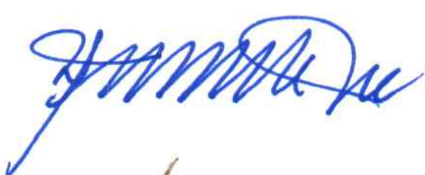
VII. Liquidated Damages

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.


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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:



MYLENE PLATA
Marketing Executive
ID No. 99-108

Issued on: AUGUST 1999

Issued at: QUEZON CITY

Signed in the presence of:


NVSU Representative


CHRISTIAN A. PANLILIO
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 **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 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 ____ day of 27 MAY 2025 2025 in BAYOMBONG, NUEVA VIZCAYA, Philippines.

Notary Public

Doc. No: 354 ;
Page No.: 72 ;
Book No.: 6 ;
Series of 2025.


ATTY. MAC JERWIN G. MARI
Notary Public
Valid Until December 31, 2026
Notarial Commission No. 18-24
PTR No. 2962378; December 23, 2024
IBP No. 503392; January 9, 2025
ROLL No. 80098; 05-18-22
MCLE COMPLIANCE No. ADMITTED in 2022
Bayombong, Nueva Vizcaya