



Republic of the Philippines
NUEVA VIZCAYA STATE UNIVERSITY

3700 Bayombong, Nueva Vizcaya

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 11 day of Feb, 2021 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. Andres Z. Taguiam, hereinafter referred to as the **Procuring Entity**;

and

The **EHSO PUBLISHING** with principal office at #10 San Agustin East, Agoo, La Union, represented herein by its Manager, Ms. Paulatte Benaoc, hereinafter referred to as the **Supplier**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for **Project 2021-10; Supply, Delivery and Lay-outing of Pictures and Yearbook of the Graduating Class 2020 for Bayombong 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 February 10, 2021;

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 TWO HUNDRED SIXTY NINE THOUSAND SIX HUNDRED THIRTY NINE PESOS & 40/100 only (Php1,269,639.40), Philippine currency.**

Note: Contract amount may vary depending on the actual number of graduates who will avail the picture package.

II. Expected date of Delivery of Goods and/or Performance of Services:

The Supplier shall be bound by the following time schedules:

2. ONE HUNDRED (130) calendar days of proofreading period for end-user and supplier.
3. Delivery of yearbooks within NINETY (90) calendar days after the final proofreading.

It is 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	Qty	Unit of Measurement	Unit Cost	Total Cost
1	PICTURE WITH FRAME	722	Package	920.45	664,564.90
	Graduate's Picture Package				
	Composition:				
	1 pc S8R (8"x12"), academic regalia with cap				
	1 pc S8R (8"x12"), academic regalia without cap, with frame				
	1 pc S8R, Filipiniana (male – 8 pcs barong, sizes: Small- XXL, female – 5 pcs panuelo)				
	1 pc 4R, creative (props to be provided by graduating student)				
	1 pc 4R, academic regalia with cap				
	1 pc 4R, academic regalia without cap				
	1 pc 4R, Filipiniana				
	1 pc 4R, creative (props to be provided by graduating student)				
	1 pc Eco bag (16"x14")				
	Inclusive of black frame, black matting				
	DVD (for e-copies of pictures and virtual graduation video)				
	Freebies:				
	Use of academic regalia for undergraduates:				
	toga - 5 pcs; hood - 3 pcs per color; cap - 2 pcs per colors of hood and tassel				
	Colors of hood and tassel (samples readily available):				
	1. Green				
	2. Pink				
	3. Maroon				
	4. Pale Yellow				
	5. Golden Yellow				
	6. Violet				
	7. Orange				
	8. Light Blue				

	Hair and make-up touch up/retouch services (hair and make-up tools to be provided by the graduate)				
	VIRTUAL GRADUATION VIDEO SET-UP WEBCAST				
	Apparatus/ Equipment for Set-up (9ft x 12ft LED screen)				
	3 units Camera Set-up (Multi cam)				
	1 unit Video Mixer (8 inputs)				
	2 units Video Livestreaming Console (for Zoom and/or Facebook webcast)				
	5 units Studio Video Light				
	2 units Wireless Video Transmitter				
	3 units Video Tripod				
	1 unit Laptop Playback				
	1 unit TV Monitor (32 inches)				
	2 units Video Recorder Full HD 1080P				
	4 units Wireless Communication Set-up				
	AUDIO RECORDER (noise cancelling)				
	1 pc. Wireless lapel				
	1 pc. Transmitter				
	1 pc. Receiver				
	1 pc. Lapel mic				
2	Yearbook- Printing & Lay-outing	795	Books	761.10	605,074.50
	Full-color print cover and insert				
	Hardbound cover				
	Chipboard #20 with Spot UV printing				
	Cover lamination: Thermal matte lamination with 3d heavy duty spot UV glossy				
	Smythesewn				
	Glossy paper				
	Substance Matte 80 or C2s 80				
	300-350 pages				
	8.5"x11" portrait layout size printing				
	3 pictures per page layout				
	Inclusive of layout design				
	30 pcs Complimentary				

Note:

- The quantity may vary depending on the actual number of graduates who will avail the picture package.
- Pictures of the graduates with and without cap shall contain the University logo, name of the student and the course.
- At least two (2) hair and make-up artists shall be provided by the supplier, who shall be on standby during the pictorial for touch-up/retouch, using the hairstyling and make-up tools brought by each graduate.
- Alcohol, sanitizer, disinfecting/sanitizing spray/steamer shall be provided by the supplier.
- Virtual Graduation Video Setup Webcast (Apparatus/Equipment for Set-up is (9ft x 12ft LED screen)
- Yearbook Printing & Lay-outing – Limitless sending of hard copies via courier for proofreading by the end-user until approved for printing.

IV. NVSU Graduation Pictorial COVID-19 Safety Protocols and VIRTUAL GRADUATION GUIDELINES shall be strictly observed and shall be considered as part of this contract. Refer to Annex 1 & 2.

V. 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.

VI. 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.

VII. 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

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Vizcaya) S.S.
Municipality of Bayombong)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **ANDRES Z. TAGUIAM** of the Nueva Vizcaya State University, who presented to me his valid ID C2T-0001 issued by Nueva Vizcaya State Univ as competent proof of identity, and **PAULATTE BENAEOE** of EHSOON Publishing, who presented to me her valid ID 0949164 issued by PRC Manila 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 11 day of FEB 2021 in Agoo, Uu, Philippines.

Doc. No: 275 ;
Page No.: 50 ;
Book No.: XIII ;
Series of 2021.

Notary Public
ATTY. JESUS SERVANDO S. MABUTAS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ROLL NO. 55725/05-05-18
IBP NO. 121232/12-30-20
PTR NO. 2776601-01-04-01
AGOO, LA UNION

VIII. 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.

IX. Settlement of Disputes

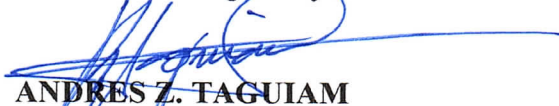

If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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:


ANDRES Z. TAGUIAM
University President 

ID No. A25 - 0001

Issued on: 10-27-15

Issued at: NVSU

For the Supplier:


PAULATTE BENAEO
Manager

ID No. 0949164

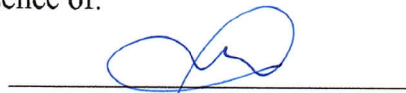
Issued on: 11/22/2007

Issued at: PRC - Manila

Signed in the presence of:



NVSU Representative



Supplier Representative

Funds Available:


LIZA B PARAGUAS
NVSU Accountant IV

 TF-05-404