CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of _____ 2023 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. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **EHSON Publishing** with principal office at #10 San Agustin East, Agoo, La Union represented herein by its Manager, **PAULATTE SISON-BENAOE**, hereinafter referred to as the **Supplier;**

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2023-12G: Supply, Delivery & Lay Outing of Yearbook and Pictures for Graduating Class 2023 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 _____ 2023;

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 Eight Hundred Twelve Thousand Eight Hundred Eighty pesos only (Php 1,812,880.00)**.

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:

1. Delivery of pictures within NINETY (90) CALENDAR DAYS after the graduation day.
2. Delivery of yearbooks within NINETY (90) CALENDAR DAYS after final proofreading.

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	Qty	Unit of Measurement	Unit Cost	Total Cost
1	**PICTORIAL**	860	Pax	1,054.00	906,440
	PICTORIALS, PICTURE WITH FRAME-1 pc S8R, (8"x12") academic regalia without cap * 1pc Inclusive of black frame, black matting (Width: 10 inches, Length: 14 inches) * 1 pc 4R, academic regalia with cap * 1 pc 4R, Filipinana (male - barong; female - panuelo) * 1 pc 4R, creative (props to be provided by graduating student) * 1 pc 2R, academic regalia without cap -1 pc 2R, Filipinana /Barong * 1 pc 2R, creative (props to be provided by graduating student) * 1 pc DVD (for e-copies of pictures and Same-Day-Edit - SDE) per graduate Provide toga/academic regalia during pictorial for Undergraduate student per course/color: CTED (BSED and BEED)- Light Blue CAS (AB English) - White CAS (BSPA) - Violet CAS (BSBIO) - Green CAS (BSCOOP) - Yellow COE (All programs) - Maroon CIT (BSIT) - Red CIT (BSHM) - Fuchsia Pink CIT (BSINTE & BSCS) - Royal Blue Provide light makeup and hair style * Group Picture 4R copy per course * 2 DVD copies Graduation Video Coverage for SAS office file * 15 4R copies for the graduating class officers and 1 4R copy for the SAS Office -1 pc eco bag per graduate (medium) Frame should be delivered individually sealed, complete and properly sorted Full video coverage during baccalaureate mass/graduation Inclusions: * Video shoot for the candidates for graduation 3 cam set-up * 1 video mixer (8-inputs) * 2 video live streaming console (for Zoom and/or Facebook webcast) -5 studio video transmitter * 3 video tripods * 1 LED Wall (12' x 9') Internet connection provided by the supplier -Output: Same-day edit (SDE) of the ceremonies (to be shown after graduation)				

Item No.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
2	**YEARBOOK**	860	Pieces	1,054.00	906,440
	YEARBOOK, Full-color print cover and insert, Hardbound cover KK 130 and pasteboard #20 Laminated with 3D Spot UV, Smythe sewn, Inside pages – Full color Matte 80 or C2S 80, 300-350 actual pages, 8.5"x11" landscape layout size printing, 2 pictures per page layout for Graduate School Inclusive of layout design (1 Academic Regalia w/ cap, 1 Filipiniana (male - barong; female - panuelo), 3 pictures per page layout for Undergraduate, Inclusive of layout design (1 Academic Regalia w/ cap, 1 Filipiniana (male - barong; female - panuelo), Individually packed & Sealed, 1 pc Eco bag, 30 pcs Complimentary copies (for the university)				
	Grand Total				**1,812,880.00**

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: December 21, 2022
Issued at: NVSU

For the Supplier:

PAULATTE SISON-BENAOE
Proprietress

ID No. 0949164 PRC ID
Issued on:
Issued at: MANILA, PHILS

Signed in the presence of:

ARLYNE ALMENDRA – GONZALES, CPA
NVSU Representative

Isaac Benaoe
Supplier Representative

Funds Available:

₱1,812,880.-

LIZA A. 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 **PAULATTE SISON-BENAOE** of EHSON Publishing, who presented to me her valid ID 09491604 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 7th day of June 2023 in _____, Philippines.

Notary Public

Doc. No: 290;
Page No.: 59;
Book No.: CIII;
Series of 2023.

ATTY. JESUS SERVANDO S. MABUTAS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ROLL NO: 55725/05-05-08
IBP NO: 270163/01-05-23
PTR NO: 3786732/01-05-23
AGOO, LA UNION