

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this OCT 07 day of 2024 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 **BELVIEW CO., INC.**, with principal office at 98-A Don Jose St., Sta. Mesa Heights, Brgy., Siena, Quezon City, represented herein by its Operations Manager, **JOHN MARK M. BAUTISTA**, hereinafter referred to as the **Supplier**;

### WITNESSETH:

**WHEREAS**, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project: **Project 2024-19G: Supply and Delivery of Reference Books for the University Library 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 \_\_\_\_\_, 2024;

**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

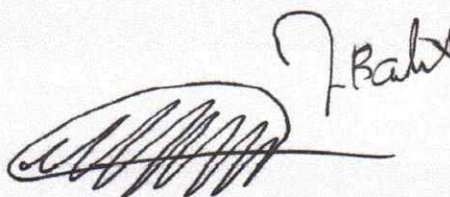
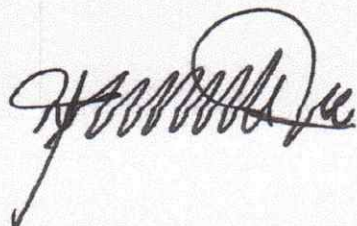
The total contract price is **One Hundred Eighteen Thousand Three Hundred Thirteen pesos & 81/100 only (Php118.313.81)**.

#### II. Expected date of Delivery of Goods and/or Performance of Services is Thirty (30) calendar days.

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:



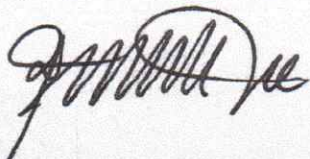
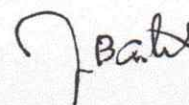


No	Item No.	Unit	Particulars	Qty	Unit Cost	Total Cost
1	1	Book	BOOK, Financial Accounting/ Mueller (c2023/PB)	1	4,534.75	4,534.75
2	5	Book	BOOK, 3G Handy Guide: Retail Manager,c2E/3GE-Learning (c2023)PB	1	4,360.15	4,360.15
3	45	Book	BOOK, Biochemistry,7E/Garrett (c2024/PB)	1	7,129.50	7,129.50
4	58	Book	BOOK, Classic Tailoring Techniques for Menswear: A Construction Guide,3E/Antoine (c2022/PB)	1	8,725.15	8,725.15
5	77	Book	BOOK, Design of Agricultural Machinery and Equipment/ Karthik (2024)	1	5,813.21	5,813.21
6	88	Book	BOOK, Employment Law for Human Resource Practice,7E/Walsh (c2024/PB)	1	8,511.75	8,511.75
7	92	Book	BOOK, Entrepreneurship: Theory,Process, Practice,12E/Kurato (c2024/PB)	1	8,511.75	8,511.75
8	129	Book	BOOK, Fundamentals of Python First Programming,3E/Lambert (c2024/PB)	1	8,511.75	8,511.75
9	167	Book	BOOK, Key Concepts in Hotel Management/Raga (c2023/HB)	1	6,256.50	6,256.50
10	168	Book	BOOK, Key Elements of Food Safety and Food Processing/Reema (c2023/HB)	1	6,256.50	6,256.50
11	183	Book	BOOK, Metaphysic: An Introduction/Mcneil (c2023/PB)	1	4,534.75	4,534.75
12	198	Book	BOOK, Photography and the Arts/ Hacking (c2022/PB)	1	3,734.50	3,734.50
13	210	Book	BOOK, Pricing Strategies: Harvesting Product Value,2E/ Schindler (2023/PB)	1	7,541.75	7,541.75
14	225	Book	BOOK, Research for Educators,3E./Howard (c2024/PB)	1	5,577.50	5,577.50
15	232	Book	BOOK, Room Service Management/Juyal (c2024/PB)	1	4,360.15	4,360.15
16	237	Book	BOOK, Small Business Management: Launching and Growing Entrepreneurial Ventures /Longenecker (2023)	1	8,511.75	8,511.75
17	238	Book	BOOK, Software Engineering,2E/Kung (c2024/PB)	1	4,801.50	4,801.50
18	250	Book	BOOK, Teaching the Language Arts: Forward Thinking in Today's Classrooms, 2E/ Johnson (2022)	1	6,280.75	6,280.75
19	266	Book	BOOK, Topology, 2E./3G E- Larning (c2023/PB)	1	4,360.15	4,360.15
			<b>GRAND TOTAL</b>		<b>118,313.81</b>	<b>118,313.81</b>

#### IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- 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;
- The Schedule of Requirements;
- The Technical Specifications;
- 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. 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 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

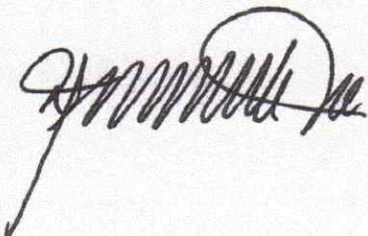
If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and 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.

  
J. Bala



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:


  
**JOHN MARK M. BAUTISTA**  
Operations Manager

ID No. 0138070

Issued on: 06/15/2011


Issued at: 11/30/2024

Signed in the presence of:

  
A N L Y N V S U . R E P R E S E N T A T I V E  
**CHIEF ADMINISTRATIVE OFFICER-FINANCE**

\_\_\_\_\_  
Supplier Representative

**Funds Available:**

  
**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV  
Cpt 11-022 / 11-1123



**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 **JOHN MARK M. BAUTISTA** of **BELVIEW 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 OCT 07 2024 day of \_\_\_\_\_ 2024 in BAYOMBONG NUEVA VIZCAYA, Philippines.

*Personally appeared before me :*

Notary Public

Doc. No: 169 ;  
Page No.: 34 ;  
Book No.: 07 ;  
Series of 2024.

*[Signature]*  
**JOHN MARK M. BAUTISTA**  
CEI : PRC ID No. 0138070 (CPA)  
Valid until : 11/30/2024

*[Signature]*  
ATTY. **LIZETTE AN R. GUIUNTAB**  
Notarial Commission No. 02-23 until 12-31-25  
Roll No. 75279 / July 23, 2020  
IBP O.R. No. 384767 / January 2, 2024  
PTR No. 2823963 / December 6, 2023 for 2024  
issued at Bayombong, Nueva Vizcaya  
MCLE Compliance No. VII-9012715 until April 14, 2025  
Don Domingo Maddela, Bayombong, Nueva Vizcaya