

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this OCT 08 2024 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 **NEW CENTURY BOOKS & GENERAL MERCHANDISE** with principal office at Lot 36 Blk. 13, Azalea St., Niño De Maligaya Park, Brgy., 177, District 1, Caloocan City, represented herein by its Owner, **JONNALYN NAVA-CABASAL**, 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

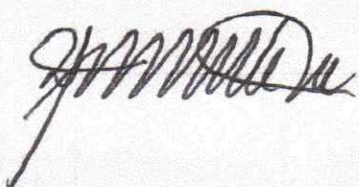
The total contract price is **Two Hundred Fifteen Thousand Eight Hundred Twelve pesos only (Php215,812.00)**.

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

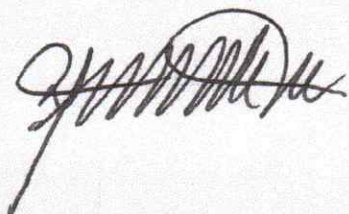
It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.

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	10	Book	BOOK, A Textbook of Environment Studies with Experiments PB (2024)/Gadi	1	3,624.00	3,624.00
2	12	Book	BOOK, A Textbook on Agricultural Extension and Rural Sociology. PB (2024)/Ameen	1	3,415.00	3,415.00
3	27	Book	BOOK, Animal Disease: Their Causes Anatomy and Treatment/Jackson Delgado 2023	1	6,990.00	6,990.00
4	35	Book	BOOK, Assessment of Children with Special Needs. PB (2023)/3G E-Learning	1	6,550.00	6,550.00
5	68	Book	BOOK, Computer Graphics Science/ Singh (2022)	1	6,990.00	6,990.00
6	69	Book	BOOK, Constructing Strong Foundations of Early Literacy. PB (2023)/Jones	1	4,745.00	4,745.00
7	83	Book	BOOK, Eco-Tourism and Environmental Management. HB (2023)/Malcolm	1	6,895.00	6,895.00
8	90	Book	BOOK, Engineering Economy 9th ed. PB (2024)/Blank	1	6,220.00	6,220.00
9	102	Book	BOOK, Examination of the Biology of Animal Stress/ Patricia Marques	1	9,890.00	9,890.00
10	104	Book	BOOK, Festival and Special Event Management. PB (2023)/3G E- Learning	1	6,295.00	6,295.00
11	108	Book	BOOK, Food Analysis, Theory & Practice 4th ed. PB (2023)/Pomeratz	1	3,690.00	3,690.00
12	121	Book	BOOK, Fundamentals of Cost Accounting 7th ed. PB (2023)/Lanen	1	5,945.00	5,945.00
13	122	Book	BOOK, Fundamentals of Entomology and Plant Pathology 3rd ed. PB (2023)/Pyenson	1	3,690.00	3,690.00
14	123	Book	BOOK, Fundamentals of Human Computer Interactions/Verma (2023)	1	6,990.00	6,990.00
15	128	Book	BOOK, Fundamentals of Programming. PB (2024)/Ahmad	1	6,995.00	6,995.00
16	144	Book	BOOK, Human Behavior & Organization. Hb(2023)/Sharma	1	6,395.00	6,395.00
17	152	Book	BOOK, Introduction to Artificial Intelligence/Saltan (2024)	1	7,190.00	7,190.00
18	172	Book	BOOK, Land and Environmental Management through Forestry/Raj et al (2023)	1	26,993.00	26,993.00
19	180	Book	BOOK, Marketing For Dummies/Mau Mcurting (2022)	1	3,990.00	3,990.00
20	184	Book	BOOK, Meteorology Today, An Introduction to Weather Climate, and The Environment 13th ed. PB (2023)/Ahrens	1	8,545.00	8,545.00
21	191	Book	BOOK, Nutrition and Metabolism in Sport and Exercise. HB (2024)/Collins	1	6,495.00	6,495.00
22	200	Book	BOOK, Phytoremediation: Green Solution to Pollution. HB (2024)/Pushkar	1	7,590.00	7,590.00
23	204	Book	BOOK, Plant Tissue Culture: Relevance To Propagation, Conservation and Crop Improvement. HB (2024)/Rami	1	7,955.00	7,955.00





No.	Item No.	Unit	Particulars	Qty	Unit Cost	Total Cost
24	213	Book	BOOK, Principles of Health and Safety and Food Safety Supervision in Hospitality Service 2nd ed. PB (2024)/Peixoto	1	6,925.00	6,925.00
25	223	Book	BOOK, Remote Sensing for Natural Ecosystem, Agriculture and Hydrology. HB (2022)/Uwera	1	6,595.00	6,595.00
26	236	Book	BOOK, Secure Data Mining/Padallan (2022)	1	8,490.00	8,490.00
27	243	Book	BOOK, Studying Language in Interaction. PB (2023)/Rhymes	1	4,150.00	4,150.00
28	268	Book	BOOK, Tourism Product Development 2nd ed. PB (2023)/3G E-Learning	1	6,295.00	6,295.00
29	276	Book	BOOK, Veterinary Hematology, Clinical Chemistry and Cytology/Thrall (2022)	1	12,290.00	12,290.00
30	277	Book	BOOK, Veterinary Laboratory Diagnosis/Singh (2023)	1	6,990.00	6,990.00
			GRAND TOTAL		215,812.00	215,812.00

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.

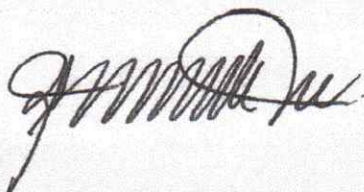
V. Warranty

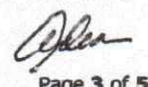
The **Supplier** warrants that the goods/materials supplied under this Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the **Procuring Entity** provides otherwise.

The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.

VI. 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

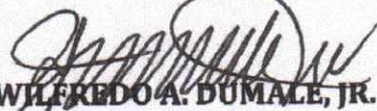
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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.

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:

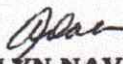

WILFREDO A. DUMALE, JR.
University President

ID No. WAD-0218

Issued on: Dec. 21, 2022

Issued at: Nueva Vizcaya State Univ.

For the Supplier:


JONNALYN NAVA-CABASAL
Owner

ID No. _____

Issued on: _____


Issued at: _____


ARL NAVEA GONZALES, CPA
CHIEF ADMINISTRATIVE OFFICER-FINANCE

Signed in the presence of:

Supplier Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV

096-11-022 / JF -10-1122

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 **JONNALYN NAVA-CABASAL** of **NEW CENTURY BOOKS & GENERAL MERCHANDISE** 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.

OCT 08 2024

QUEZON CITY

WITNESS MY HAND AND SEAL on this ____ day of _____ 2024 in _____, Philippines.

Notary Public

Doc. No: 11 ;
Page No.: 3 ;
Book No.: 11 ;
Series of 2024.

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2025
PTR No. 5565783 / January 4, 2024 Q.C.
IBP No. 399899 / Jan. 04, 2024 / Q.C.
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09/21/2121
Adm. Matter No. NP-021 (2024-2025)