



Republic of the Philippines  
**NUEVA VIZCAYA STATE UNIVERSITY**

3700 Bayombong, Nueva Vizcaya

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**CONTRACT OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract is made and executed this \_\_\_\_ day of \_\_\_\_\_ 2018 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. Taguam, 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, Ms. Paulatte Benaoc, hereinafter referred to as the **Supplier**;

**WITNESSETH:**

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the **Project: 2019-19 Supply, Delivery and Lay-outing of Pictures and Yearbooks of the Graduating Class 2019 for 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 June 03, 2019;

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 Eighty Nine Thousand Nine Hundred Ninety Seven pesos (1,289,997.00)**.

**Note:** Contract amount may vary depending on the actual number of graduates.

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

- 1. Ninety (90) calendar days after the graduation day-delivery of pictures and submission of the first draft of yearbook for proofreading, and**

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**CAMPUSES:**

**BAYOMBONG CAMPUS**  
Telefax: (078) 321-2112

**BAMBANG CAMPUS**  
Telefax: (078) 392-1605



## 2. Ninety (90) calendar days after the final proofreading-delivery of yearbooks

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 Price	Total Cost
1	<b>PICTURE</b> Specifications: 1 pc Picture with frame 40x30cm thick, with matting 1 pc picture 8x12 with cap 1 pc picture 5r with cap 1 pc picture 5r w/o cap 1 pc picture 5r while receiving diploma 1 pc picture 5r with parents 4 pcs picture wallet size with cap 4 pcs picture wallet size w/o cap 1 pc CD (containing the SDE & pictures)  INCLUSION: Full Make-up Service Group pictures 7x2, all departments (students & faculty) Full video coverage during baccalaureate mass & graduation full live feed, 2 projectors Full HD (1080x1920) *2 copies for the school *15 copies for the graduating class officers *5 Group pictures graduating class officers Free toga/academic regalia during pictorial (by course) 1 pc Eco bag (10"x16")  Output: Same-day edit (SDE) of the graduation ceremonies (to be shown after graduation)  Note; Pictures of the graduates with and w/o cap shall contain the University Logo, Name of the graduate and the Course	900 package	598.50	538,650.00
2	<b>YEARBOOK</b> Specifications : Free Layout (Landscape) 350-400 pages 3 photos per page Full color print (cover and insert) 8.5"x11" Hardbound cover-chipboard #20 , smyth sewing, thermal lamination with 3D spot UV Interior pages glossy 80lbs/120gsm 30 pcs complimentary copies for the University *Limitless sending of hard copies for proofreading by the end-user until approved for printing	900 pcs	834.83	751,347.00

### 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:

  
**ANDRES Z. TAGUIAM**  
University President

ID No. BM - 0001

Issued on: 10-27-15

Issued at: NVSU

For the Supplier:

  
**PAULATTE BENA OE**  
Manager

ID No. PRC - 0949164

Issued on: 11-22-2007

Issued at: Manila

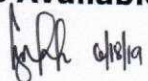
  
**ARKLYNE ALMENDRA-GONZALES, CPA**  
FINANCIAL MANAGEMENT OFFICER


NVSU Representative

Signed in the presence of:

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

**Funds Available:** \$ 1,289,997

  
**LIZA A. PARAGUAS**

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 **ANDRES Z. TAGUIAM** of the Nueva Vizcaya State University, who presented to me his valid ID BM-001 issued by NVSU as competent proof of identity, and **PAULATTE BENAEO** of Ehson Publishing, who presented to me her valid ID PRC-094912 issued by 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 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 12<sup>th</sup> day of June 2019 in Agoo, CA, Philippines.

Doc. No: 118;  
Page No.: 25;  
Book No.: XCIII;  
Series of 2019.

Notary Public  
**ATTY. JESUS BERVANDO S. MABUTAS**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2019  
ROLL NO. 56725/05-05-08  
IBR NO. 058907/12-28-18. PASIG CITY  
PTR NO. 8287914/01-03-19  
AGOO, LA UNION

