

## CONTRACT OF AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

04 AUG 2021

This Contract is made and executed this \_\_\_ day of \_\_\_\_\_ 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 OIC, Office of the President, Ruth Raña-Padilla, hereinafter referred to as the **Procuring Entity**;

and

The **GUTENBERG PRINT PACK SOLUTIONS** with principal office at 2048 Mapulang Lupa, Valenzuela City, represented herein by its Manager, Mr. Scott Davis Lim Kho, hereinafter referred to as the **Supplier**;

### WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project: **2021-11A: Supply and Delivery of Machine Filled and Sealed Packs of Fish Cream Soup for Bayombong Campus – Negotiated Procurement**;

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 July 29, 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 Three Hundred Thousand pesos only (Php1,300,000.00)**.

#### II. Expected date of Delivery of Goods and/or Performance of Services is Sixty (60) calendar days.

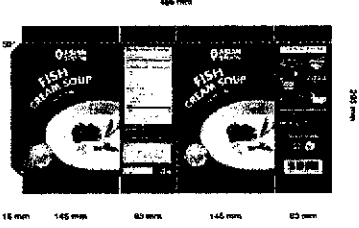

It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.

*Scott Davis*



### 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	Unit Cost	Total Cost
1	<p>PRODUCTION OF PACKAGING MATERIALS, MACHINE FILLING AND SEALING OF FISH CREAM SOUP POWDER PACK</p> <p>1. Manufacture of 80,000 pcs. Packaging materials as specified.</p> <p>2. Machine Filling and Sealing of 20grams packed sachet of fish cream soup powder.</p> <p><i>Packaging materials thickness: 120 microns, 2.25 x 6, OPP-matte finished/foil/TE, 2.25 x 6 inches, with box with sealing, label and complete packaging</i></p>	80,000	Pcs.	1,300,000.00	1,300,000.00
	<p>Specifications:</p> <p>For the Packaging</p> <ul style="list-style-type: none"> <li>- matte finished</li> <li>- three-sided sealing</li> <li>- sizes may adjust from 2.5" x 6" to 2.60" x 6.10"</li> <li>- materials: Vm/pet/pe</li> <li>- thickness: 120 microns</li> <li>- quantity: 80,000</li> <li>- LENGTH 148mm</li> <li>- WIDTH 83mm</li> <li>- HEIGHT 203mm</li> </ul> <p>For the design of the packaging</p> <ul style="list-style-type: none"> <li>-initial design will be provided by NVSU</li> <li>- lay outing of the design by the manufacturer (with max. 2 revisions, samples to be sent to NVSU for approval before final printing and production)</li> </ul> <p>For the Filling</p> <p>For the Sealing</p>				
					
					

Print

<p>The Bidder must provide and agrees the following terms:</p> <ol style="list-style-type: none"> <li>1. Machine – filling and packaging process trial run inclusive of free batch trial run.</li> <li>2. The facility used in packaging has “shelf-life testing stability” packaging to avoid hygroscopic accumulation which will affect the shelf life of the packed product.</li> <li>3. Could adjust with trial size of the product.</li> </ol> <p>Provision of Shelf-life stability testing while packaging the product.</p>				
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**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:

  
**RUTH RAÑA-PADILLA**  
OIC, Office of the President

ID No. RRP-001

Issued on: \_\_\_\_\_

Issued at: Nueva Vizcaya State University

For the Supplier:

  
**SCOTT DAVIS LIM KHO**  
General Manager


ID No. U01 04 002591

Issued on: APRIL 11 2018


Issued at: NVA DRC ROBINSONS WALLERIA DUTIAS

Signed in the presence of:

  
**ARLENE AL MENDRA GONZALEZ, CPA**  
**DIRECTOR, FINANCIAL MANAGEMENT SERVICES**  
NVSU Representative

  
Supplier Representative

**Funds Available:**

  
**LIZA B. PARAGUAS**  
NVSU Accountant IV  
P13M

**ACKNOWLEDGMENT**

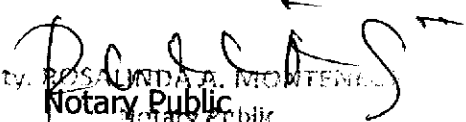
Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **RUTH RAÑA-PADILLA** of the Nueva Vizcaya State University, who presented to me his valid ID RRP-001 issued by NVSU as competent proof of identity, and **SCOTT DAVIS LIM KHO** of GUTENBERG PRINT PACK SOLUTIONS, who presented to me her valid ID No104002591 issued by LTO 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 04 AUG 2021 day of 2021 in QUEZON CITY, Philippines.

Doc. No: 281 ;  
Page No.: 5 ;  
Book No.: 761 ;  
Series of 2021.

  
Atty. ROSALINDA A. MONTENAL  
Notary Public  
Until December 31, 2021  
PTR No. 9290384 - 1/04/2021 - Q.C.  
BP No. AR4098326 - 1/04/2021  
Roll No. 68465  
MCE Compliance No. VI-00537  
Unit 312 Acce Bldg., 137 Malakas St  
Bgy. Central, Quezon City