

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

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 Officer In Charge, Office of the President, **RUTH RAÑA-PADILLA**, hereinafter referred to as the **Procuring Entity**;

and

The **RCT GENERAL MERCHANDISE**, with principal office at 638 Attaban Street, Buntun, Tuguegarao City, Cagayan represented herein by its Proprietor, **MARY JANE N. PADILLA**, hereinafter referred to as the **Supplier**;

### WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2021-28: Supply and Delivery of Varsity Uniform for the University**;

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 NOV 17, 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 **Five Hundred Eight Thousand Two Hundred Fifty One Pesos only (Php508,251.00)**.

#### II. Expected date of Delivery of Goods and/or Performance of Services is Forty-Five (45) 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.



*Alpaan*  
*Quis*

### 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	STATEMENT OF COMPLIANCE
1	SPORTS UNIFORM, Varsity Round Neck T-Shirt without Collar Color: Cannery Yellow and Emerald Green, (assorted size)	573 pcs	Comply
2	SPORTS UNIFORM, Varsity Zip Front Hood Sweater (cotton), Zipper: heavy duty, Color: Cannery Yellow, (Assorted size) Print: Rubberize, flat, glossy	573 pcs	Comply

### 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,



*Manila*

*Orin*

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**

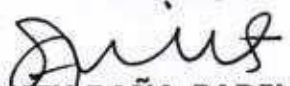
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

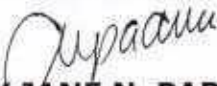
Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Supplier** any monies due to it.

**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**  
Officer In Charge, *o*  
Office of the President

For the Supplier:

  
**MARY JANE N. PADILLA**  
Proprietor

ID No. RIP - 0001

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


Issued at: NVSU

ID No. 0111 - 021245-5


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

Issued at: TUGUE GARRO CIM

  
Signed in the presence of:  
**ARLYNE ALMENDRA-GONZALES, CPA**  
~~DIRECTOR, FINANCIAL MANAGEMENT~~  
NVSU Representative

  
**ARNOLD PADILLA**  
Supplier Representative

**Funds Available:**

  
**LIZA B. 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 **RUTH RAÑA-PADILLA** of the Nueva Vizcaya State University, who presented to me her valid ID RRP-0601 issued by NVSU as competent proof of identity, and **MARY JANE N. PADILLA** of **RCT GENERAL MERCHANDISE**, who presented to me her valid ID 011-0301245-5 issued by TUGUEGARAO CITY 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 four (4) 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.

**NOV 17 2021**

WITNESS MY HAND AND SEAL on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 in ~~Bayombong Nueva Vizcaya~~ Philippines.

Doc. No: 423;  
Page No.: 86;  
Book No.: XXIV  
Series of 2021.

  
**ATTY. ARIEL IAN M. MADDELA**  
Notary Public  
Until December 31, 2021  
(PTR No. 2520360; 12-29-2020)  
(BP LIFETIME NO. 1006599; 04-20-2018)  
(ROLL NO. 54595; 05-04-2007)  
Bayombong, Nueva Vizcaya