



Republic of the Philippines  
**NUOVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY**  
Gen. Tinio St., Cabanatuan City  
Telefax No. (044) 463-0226  
Website: [www.neust.edu.ph](http://www.neust.edu.ph)

**BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES**

**NOTICE OF AWARD**

**1 June 2018**

**MASANGKAY COMPUTER CENTER**  
1133E Masangkay St., Sta. Cruz  
Manila

ATTN: Ms. Desiree L. Ordinario  
Account Executive

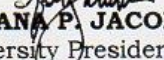
Dear Ms. Ordinario:

We are pleased to inform you that your Bid, dated 30 May 2018 for the project **ICT EQUIPMENTS (85 DESKTOP COMPUTERS AND 6 LAPTOP COMPUTERS)** with a contract price equivalent to **TWO MILLION SEVEN HUNDRED TEN THOUSAND NINE HUNDRED EIGHTY PESOS ONLY ( Php 2, 710, 980.00)** as corrected and modified in accordance with the Instruction to Bidders as recommended by the Bids and Awards Committee, a copy of which is hereto attached, is hereby accepted.

You are hereby required to immediately provide from the receipt of this Notice of Award the performance security in the form and the amount stipulated in the Bid Documents. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of your bid security.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one (1) copy and return the other to the Nueva Ecija University of Science and Technology, Cabanatuan City.

Very truly yours,

  
**ENGR. FELICIANO P. JACOBA, Ed. D**  
University President

I acknowledge receipt of this notice on 6-01-18  
Name of Bidder: Masangkay Computer Center  
Authorized Signature: Desiree L. Ordinario



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**BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES**

**NOTICE TO PROCEED**

**6 June 2018**

**MASANGKAY COMPUTER CENTER**  
1133E Masangkay St., Sta. Cruz  
Manila

ATTN: Ms. Desiree L. Ordinario  
Account Executive

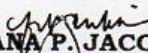
Dear Ms. Ordinario:

Notice is hereby given to **MASANGKAY COMPUTER CENTER** that work may commence on the project **ICT EQUIPMENTS (85 DESKTOP COMPUTERS AND 6 LAPTOP COMPUTERS)** with a contract price equivalent to **TWO MILLION SEVEN HUNDRED TEN THOUSAND NINE HUNDRED EIGHTY PESOS ONLY (Php 2, 710, 980.00)** to be delivered at the Sumacab campus of the Nueva Ecija University of Science and Technology.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one (1) copy and return the other to the Nueva Ecija University of Science and Technology, Cabanatuan City.

Very truly yours,

  
**ENGR. FELICIANA P. JACOBA, Ed. D**  
University President

I acknowledge receipt of this notice on \_\_\_\_\_  
Name of Bidder: Masangkay Computer Center  
Authorized Signature: Desiree Ordinario

## CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF SERVICE is entered into by and between:

The **NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY**, Cabanatuan City, represented by its President, DR. FELICIANA P. JACOBA of legal age, married, Filipino and a resident of Gen. Tinio St., Cabanatuan City hereinafter referred to as the PARTY OF THE FIRST PART;

-And-

**MASANGKAY COMPUTER CENTER** an entity engaged in the development, market promotion, sales and distribution of computer hardware and gadgets represented by its account executive DESIREE L. ORDINARIO, also of legal age, Filipino and with office/business address at 1133E Masangkay St., Sta. Cruz, Manila, hereinafter referred to as the PARTY OF THE SECOND PART.

### WITNESSETH

1. That the PARTY OF THE FIRST PART is in need of the services of the PARTY OF THE SECOND PART which shall undertake the supply and delivery of the project **ICT EQUIPMENTS (85 DESKTOP COMPUTERS AND 6 LAPTOP COMPUTERS)**;
2. That the PARTY OF THE SECOND PART shall provide the PARTY OF THE FIRST PART, the supply and delivery of **ICT EQUIPMENTS (85 DESKTOP COMPUTERS AND 6 LAPTOP COMPUTERS)**;
3. That the PARTY OF THE FIRST PART shall pay the PARTY OF THE SECOND PART the amount of **TWO MILLION SEVEN HUNDRED TEN**

**THOUSAND NINE HUNDRED EIGHTY PESOS ONLY (Php 2, 710, 980.00) for the supply and delivery of ICT EQUIPMENTS 2018;**

4. That the PARTY OF THE SECOND PART shall immediately perform its obligation within thirty (30) calendar days from the time of the receipt of the Notice to Proceed as indicated in the Invitation to Bid;
5. That the following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
  - a. The bid forms or quotation and the price schedule submitted by the bidder;
  - b. The Technical Specifications;
  - c. The General and Special Conditions of the Contract;
  - d. The notice of award; and
  - e. The notice to proceed
6. That the PARTY OF THE FIRST PART shall have the right to withhold payment to the PARTY OF THE SECOND PART and/or to proceed against or collect from the performance security, at the option of the PARTY OF THE FIRST PART to cover the liability of the PARTY OF THE SECOND PART in case of any breach of any of its obligations under this Agreement; provided that this shall be without prejudice to other courses of action that the PARTY OF THE FIRST PART may take against then PARTY OF THE SECOND PART under the circumstances;
7. The PARTY OF THE FIRST PART reserves the right to withdraw the award from the PARTY OF THE SECOND PART should it become apparent after the award that the latter does not possess sufficient technical knowledge, expertise and capacity to comply with its obligations;
8. That the PARTY OF THE SECOND PART guarantees the PARTY OF THE FIRST PART the exclusive right to refund any payment made by the latter to the former in the event that the specifications required by

the PARTY OF THE FIRST PART and agreed upon by both parties are not complied with;

9. That all actions arising from breach or violation of any of the provisions of this Contract shall be filed solely and exclusively in the proper court of the City of Cabanatuan and to the exclusion of all others.

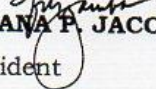
**IN WITNESS WHEREOF**, we have hereto and hereunto set our hands this 4th day of June 2018, in the City of Cabanatuan.


NUEVA ECIJA UNIVERSITY OF  
SCIENCE AND TECHNOLOGY  
Cabanatuan City

MASANGKAY COMPUTER  
CENTER  
Sta. Cruz, Manila

BY:

BY:

  
**ENGR. FELICIANO P. JACOBA, Ed. D**  
University President  
NEUST ID No. 166

  
**MS. DESIREE L. ORDINARIO**  
Account Executive  
I.D. No. CRN-0004-1561052-2

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
Province of Nueva Ecija )  
CITY OF CABANATUAN ) SS.

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**BEFORE ME**, a Notary Public for and in the City of Cabanatuan, personally appeared the above-named parties, with their Identification Numbers indicated below their names, are known to me and known to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page and acknowledged to me that the same is of their own free will and voluntary act and deed.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

Doc. No. 82  
Page No. 18  
Book No. 111  
Series of 2018

*Ruben M. Ilagan*  
ATTY. RUBEN M. ILAGAN  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2018  
PTR No. CBN-1014058/1-03-18  
IBP No. 1065077/01-05-18  
CABANATUAN CITY  
SCROLL No. 7865/01-21-19E1