NUEVA ECIJA UNIVER Gen. Tir

Republic of the Philippines UEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY

Gen. Tinio St., Cabanatuan City Telefax No. (044) 463-0226 Website: www.neust.edu.ph

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES NOTICE OF AWARD

31 July 2018

NUJNUJ FOODSCORP.

#039 Gen. Luna St., Cabanatuan City

ATTN: Mr. Raymundo M. Cruz Jr. President

Dear Mr. Cruz:

We are pleased to inform you that your Bid, dated 31 July 2018 for the project <u>CATERING SERVICES FOR THE MONTH OF AUGUST</u> 2018 with a contract price equivalent to **ONE MILLION NINETY NINE THOUSAND PESOS ONLY (Php 1, 099, 000.00) Philippine Currency,** 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. FELICIANA P. JACOBA, Ed. D. University President

I acknowledge receipt of this notice on ______Name of Bidder: NUNU FOODS CORPORATION Authorized Signature: _______

Republic of the Philippines NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY Gen. Tinio St., Cabanatuan City

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BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES

NOTICE TO PROCEED

1 August 2018

NUJNUJ FOODSCORPORATION

039 Gen. Luna Street Cabanatuan City

ATTN: MR. RAYMUNDO M. CRUZ, JR. President

Dear Mr. CRUZ:

Notice is hereby given to NUJNUJ FOOD CORPORATION that work may commence on the project CATERING SERVICES FOR MONTH OF AUGUST 2018 with a contract price equivalent to ONE MILLION NINETY NINE THOUSAND PESOS ONLY (Php 1, 099, 000.00) to be held among the various campuses 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

Name of Bidder: NUJNUJ FOOD CORPORATION
Authorized Signature:

CONTRACT OF SERVICE

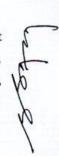
KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF SERVICE is entered into by and between:

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

-And-

NUJNUJ FOODS CORPORATION, a corporation engaged in restaurant and catering services represented by its President, MR. RAYMUNDO M. CRUZ, JR., also of legal age, Filipino and with office address at 039 Gen. Luna Street, Cabanatuan City, hereinafter referred to as the PARTY OF THE SECOND PART.



- WITNESSETH-

- That the PARTY OF THE FIRST PART is in need of the services of the PARTY OF THE SECOND PART which shall undertake the project CATERING SERVICES FOR SK TRAINING at the various campuses of NEUST;
- That the PARTY OF THE SECOND PART shall provide the PARTY OF THE FIRST PART, the supply and delivery of CATERING SERVICES FOR THE SK TRAINING at the various campuses of NEUST;
- That the PARTY OF THE FIRST PART shall pay the PARTY OF THE SECOND PART the amount of ONE MILLION NINETY NINE THOUSAND PESOS ONLY (Php 1, 099, 000.00) for the supply and

delivery of the project CATERING SERVICES FOR THE MONTH OF AUGUST 2018 at the NEUST Sumacab Campus;

- That the PARTY OF THE SECOND PART shall immediately perform its obligation 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 Food Menu and Schedule of Servings;
 - 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 _____ day of ______ 2018, in the City of Cabanatuan.

NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY Cabanatuan City

BY:

ENGR. FELICIANA P. JACOBA, Ed. D.

University President NEUST ID No. 166 NUJNUJ FOOS CORP. 039 Gen. Luna Street Cabanatuan Cit

BY:

MR. RAYMUNDO M. CRUZ, JR.

President

I.D. No. CTC NO. 9151661

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIP	PPINES)
Province of Nueva Ecija	j
CITY OF CABANATUAN) SS.
X	

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.

Page No. ST

Book No. V

Series of 2018

ATTY. RUBEN M. ILAGAN

NOTARY PUBLIC UNTIL DECEMBER 31, 2018

PTR No. CBN-1014068/1-03-18 IBP No. 1065099/01-05-18

CABANATUAN CITY

SCROLL No. 7865/01-21-1951