



Republic of the Philippines  
**NUOVA ECIIJA 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)

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

**NOTICE OF AWARD**

**3 August 2018**

**ASPEN MULTI SYSTEM CORP**  
191 Averilla St., San Juan City 1500  
Metro Manila

ATTN: Ms. ELIZABETH CALAG  
Account Executive

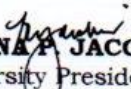
Dear Ms. Calag:

We are pleased to inform you that your Bid, dated 31 July 2018 for the project **COMPLETE SET OF CLINICAL SKILLS MANEQUIN** with a contract price equivalent to **ONE MILLION FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (Php 1, 450, 000.00)** 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. FELICIANA P. JACOBA, Ed. D**  
University President



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

**NOTICE TO PROCEED**

**7 August 2018**

**ASPEN MULTI SYSTEM CORP**  
191 Averilla St., San Juan City 1500  
Metro Manila

ATTN: Ms. ELIZABETH CALAG  
Account Executive

Dear Ms. Calag:

Notice is hereby given to **ASPEN MULTI SYSTEM CORP** that work may commence on the project **COMPLETE SET CLINICAL SKILLS MANEQUIN** with a contract price equivalent to **ONE MILLION FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (Php 1, 450, 000.00) Philippine Currency**, to be installed in the laboratory of the College of Nursing, 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. FELICIANO P. JACOBA, Ed. D**  
University President

I acknowledge receipt of this notice on 8-29-18

## 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-

**ASPEN MULTI - SYSTEM CORPORATION**, a corporation engaged in the sales, distribution and delivery of medical and laboratory equipment, represented by MS. ELIZABETH L. CALAG, also of legal age, Filipino and with office address at #191 Averilla Street, San Juan City 1500, Metro Manila, hereinafter referred to as the PARTY OF THE SECOND PART.

- WITNESSETH -

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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 delivery **ONE (1) COMPLETE SET OF CLINICAL SKILLS MANEQUIN** at the College of Nursing, NEUST Gen. Tinio Street Campus, Cabanatuan City;
  2. That the PARTY OF THE SECOND PART shall provide the PARTY OF THE FIRST PART, the supply and delivery of **ONE (1) COMPLETE SET OF CLINICAL SKILLS MANEQUIN** at the various campuses of

3. That the PARTY OF THE FIRST PART shall pay the PARTY OF THE SECOND PART the amount of **ONE MILLION FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (Php 1, 450, 000.00)** for the supply and delivery of the project **ONE (1) COMPLETE SET OF CLINICAL SKILLS MANEQUIN** at the College of Nursing, NEUST Gen. Tinio Street, Cabanatuan City;
4. 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 form and the price schedule submitted by the bidder;
  - b. Technical specifications as provided by the College of Nursing;
  - 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

*Handwritten signature*

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 AUG 28 2018 day of August 2018, in the City of Cabanatuan.

NUEVA ECIJA UNIVERSITY OF  
SCIENCE AND TECHNOLOGY  
Cabanatuan City

ASPEN MULTI- SYSTEM  
#191 Averilla St. San Juan  
City, M.M.

BY:

BY:

**DR.FELICIANA P. JACOBA**  
University President  
NEUST ID No. 166

*Elizabeth L. Calag*  
**MS. ELIZABETH L. CALAG**  
Authorized Representative  
I.D. No. \_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

*Jean M. Sevilla*  
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**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. 361  
Page No. 74  
Book No. 4  
Series of 2018

**ATTY. CARLITO R. INTON**

~~Notary Public~~

~~Notary Public~~  
Notary Public since December 11, 2019

File No. active Mar 16, 2018

PTR No. CEN 101562 01-01-18

IDP R. No. 1165077 01-03-18

Both Iss. in Cabanatuan City

MCLE Compliance No. V-0011755

Roll of Attorney's No. 30412

