

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF
SCIENCE LABORATORY EQUIPMENT OF CNU**

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement executed by and between:

CEBU NORMAL UNIVERSITY, a higher education institution duly organized and existing under the laws of the Philippines created by virtue of Republic Act 8688 or otherwise known as "The CNU Charter", with principal office address at Osmeña Blvd., Cebu City, and represented herein by its President, **DR. JOSELITO B. GUTIERREZ** and hereinafter referred to as the "**CNU**",

-and-

TECHSOURCE COMPUTING SOLUTIONS, INC., a corporation duly organized and existing under Philippine laws, with business address at 11 Floor Apple One Equicom Tower Mindanao Avenue cor. Biliran Road Cebu Business Park, Cebu City Philippines, represented by its Account Manager, **KHAMILLE JALYSA S. BACONGALLO**, hereinafter referred to as "**SUPPLIER**"

WITNESSETH

WHEREAS, Cebu Normal University posted an Invitation to Bid for the Procurement of Upgrading of Science Laboratory Equipment of CNU with a total Approved Budget for the Contract of Two Million Pesos (Php 2,000,000.00) in the PhilGEPS, in the CNU website and in a conspicuous place within the premises of Cebu Normal University;

WHEREAS, the **SUPPLIER** participated in the procurement process, submitted its bid, declared Lowest Calculated Bid and Post-Qualified and was thereby awarded the contract, subject to the terms and conditions stipulated herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

I. INTRODUCTION AND INTEGRAL DOCUMENTS

The **SUPPLIER** agrees to provide laboratory equipment in accordance with the terms and conditions of this Contract and its Annexes, if any. The following documents form an integral part of this Contract:

Philippine Bidding Documents
Bid Form
Technical Specifications
Accepted Notice of Award (NOA) and Notice to Proceed (NTP)

II. EQUIPMENT SUPPLIED

2.1 The Supplier agrees to supply to CNU the laboratory equipment in strict accordance with the specifications, and at the price stated for each item outlined below:

LOT 3-SOFTWARE for PHYSICS LABORATORY (Center for Computational and Experimental Physics) Bid No. 21-08-422

Item No.	Quantity	Description	Amount of Bid (in Pesos)
1	1 Unit	Matlab Software (Campus Wide License)	2,000,000.00

2.2 For equipment that requires further acts of installation and training by the SUPPLIER, the SUPPLIER agrees to include installation, training of operator and/or staff and other incidental services such as but not limited to the following:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied equipment;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied equipment;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied equipment;
- (d) performance, supervision, maintenance and/or repair of the supplied equipment, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of CNU's personnel on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied equipment



III. DELIVERY PERIOD

3.1 The equipment shall be delivered to Cebu Normal University Main Campus, Osmena Blvd., Cebu City on or not later than sixty (60) days from receipt of the Notice to Proceed.

3.2 Delivery shall be deemed completed upon receipt and acceptance of CNU or any of its authorized representative for equipment and other laboratory materials that require installation, training and other incidental services, delivery shall be deemed completed upon the receipt and acceptance of CNU and any of its authorized personnel. Likewise, incidental services thereto shall be performed in the premises of CNU. Cost of delivery is deemed included in the Price;

IV. FEES AND PROGRESSIVE PAYMENT

4.1 For and in consideration of all the foregoing equipment and incidental services, as well as compliance by the SUPPLIER of all the terms and condition of this Contract, CNU shall pay a total amount of Two Million Pesos (Php 2,000,000.00) inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax),



fees, duties and such other imposts or levies which may be required by the government, both national and local.

V. INSPECTION AND ACCEPTANCE

5.1 Where any annexed Technical Specifications state that inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.

5.2 CNU or its representative shall have the right to inspect and/or test the goods at no extra cost to CNU at the premises of the latter, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

6.3 CNU shall have thirty (30) calendar days, except in instances wherein installation cannot be immediately held, after proper receipt of the equipment procured to inspect them and either accept or reject them as non-conforming with this Contract. Based on an inspection of a valid sample, CNU may reject the entire equipment. All rejected equipment will be returned to the Supplier, transportation charges collect, or held by CNU for disposition at Supplier's risk and expense;

6.5 The Supplier agrees that any acceptance by CNU does not release the Supplier from any warranty or other obligations under this Contract.

6.6 Title to the Goods shall pass to CNU when they are delivered and accepted by CNU. Risk of loss, injury, or destruction of the equipment shall be borne by the Supplier until title passes to CNU

VI. PERFORMANCE SECURITY

6.1 To guarantee faithful performance of this agreement, the **SUPPLIER** shall post a performance security upon signing this agreement in the form of cash, manager's check, bank draft/guarantee, surety bond in accordance with the following schedule:

- a) If Cash, manager's check- five (5%) percent of the contract price;
- b) If Surety bond - thirty (**30%**) percent of the contract price.

6.2 The performance security shall be posted in favor of the **CNU** and shall guarantee the payment of the amount of the security as penalty in the event it is established that the **SUPPLIER** is in default in any of its obligations in this agreement.

VII. MISCELLANEOUS PROVISIONS

7.1 Governing Law and Language – The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of R.A. 9184 otherwise known as the “Government Procurement Reform Act” and other applicable laws, rules and regulations.

7.1.1 Binding Effect/Assignment of Rights – This Contract shall be binding upon the SUPPLIER, its partners, successors-in interest, its legal representatives and assigns. Foregoing notwithstanding, the SUPPLIER shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this Contract without the written approval of CNU.

7.1.2 Amendment - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.

7.1.3 Severability - If any provision of this Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Contract Agreement this

JUN 10 2022 2022 at ANGELES CITY

CEBU NORMAL UNIVERSITY



DR. JOSELITO B. GUTIERREZ
President

TECHSOURCE COMPUTING SOLUTIONS,
INC



KHAMILLE JALYSSA S. BACONGALLO
Account Manager

Signed in the presence of:



DR. JOSEPH ELVIR C. TUBILAN
Dean, College of Arts and Sciences



LYRA DIANNE S. VERGARA
ROSA G. DAYRIT



Dr. REYNALDO B. INOCIAN
Vice- President for Academic Affairs

Republic of the Philippines)
ANGELES CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a notary public for and in the ANGELES CITY this ___ day of
JUN 10 2022, personally appeared:

NAME

Government Issued I.D.

~~DR. JOSELITO B. GUTIERREZ~~

KHAMILLE JALYSA S. BACONGALLO

DL No. C10-18-006007 2022-07-19

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their own free voluntary act and deed as well as the free and voluntary act and deed of the corporation/SUC represented herein.



This instrument consisting of five (5) pages including this page whereon the acknowledgment clause is written, signed by the parties together with their instrumental witnesses on each and every page hereof, sealed with notarial seal, refers to a Contract Agreement.

WITNESS MY HAND AND SEAL, on the date, year and place above written.

Doc. No. 1318 ;
Page No. 06 ;
Book No. XLIV ;
Series of 2022.

MYLENE A. YTURRALDE-CHAN, REB

LAWYER-NOTARY PUBLIC

Commission PI.R. No. 2 AC-1750462

Until December 01.03.2022; Angeles City

Place of Commission: Angeles City, Pampanga

Roll of Attorneys No. 51097

RP Lifetime No. 05365; 05.16.2005; Pampanga

PI.R. No. AC-1468333; 01.03.2020; Angeles City

ACLE Compliance No. VI-0009954

Date of Compliance: 07.03.2018

Insurance Bldg., McArthur Highway

Sto. Domingo, Angeles City 2008

chan.law@gmail.com

