

## CONTRACT AGREEMENT

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 Officer- In- Charge, **DR. DAISY R. PALOMPON** by virtue of CNU BOR No.\_\_\_\_, series of 2022 and hereinafter referred to as the "CNU",

**JETMED ENTERPRISE**, a corporation duly organized and existing under Philippine laws, with business address at Catotal Building, Unit 202 Km. 5 Mc Arthur Highway, Barangay Matina Crossing Talomo District, Davao City, represented by its Admin. Manager, **Ms. GLENDA G. MASANEGRA** hereinafter referred to as "**SUPPLIER**"

WHEREAS CNU invited Bids for certain laboratory equipment and ancillary services, particularly for the Procurement of Equipment, Simulation Models and related Medical Teaching Materials and Software for the College of Medicine Batch 2 and has accepted the Bid by the **SUPPLIER** for the supply of the following:

- a. Lot 9- Ten (10) Units Water Bath, Hot Duo Bid No. 21-09-533 with the Total Contract Price equivalent to Six Hundred Fifty Thousand Pesos (Php 650,000.00)

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised implementing rules and regulation of the Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - A. Philippine Bidding Documents (PBDs)
    - i. the Schedule of Requirements;
    - ii. the Technical Specifications;
    - iii. the General and special Conditions of Contract;
    - iv. Supplemental or Bid Bulletins if any
  - B. Winning Bidder Bids including the Eligibility requirements, Technical and Financial Proposal, and all other documents or statement submitted.

Bid form Including all the Documents/statements containing in the bidder's bidding envelopes, as annexes and all other documents submitted (e.g., Bidder's response to request and clarification on the Bid) including corrections to the bid if any, resulting from the Procuring Entity's bid evaluation.

- C. Performance Security;
- D. Notice of Award of contract and the Bidder's conform thereto;
- E. Purchase Order and
- F. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs;

### II. CONSIDERATION

- 2.1 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 **SIX HUNDRED FIFTY THOUSAND PESOS**

*Spamato*

*J*

*[Signature]*

*[Signature]*

(P650,000.00) upon complete delivery of the equipment subject of this agreement 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;

### III. DELIVERY PERIOD

- 3.1 The equipment shall be delivered to Cebu Normal University – Vicente Sotto Memorial Medical Center College of Medicine (CNU-VSMMC) Campus, B. Rodriguez St., Cebu City on or not later than sixty (60) days from receipt of the Notice to Proceed. Delivery shall be deemed completed upon receipt and acceptance of CNU or any of its authorized representative. Likewise, incidental services thereto shall be performed in the premises of CNU-VSMMC College of Medicine Building. Cost of delivery is deemed included in the Price;

### IV. INSPECTION AND ACCEPTANCE

- 4.1 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.
- 4.2 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.
- 4.3 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;
- 4.5 The Supplier agrees that any acceptance by CNU does not release the Supplier from any warranty or other obligations under this Contract.
- 4.6 Title to the Equipment 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.

### V. PERFORMANCE SECURITY

- 5.1 To guarantee faithful performance of this agreement, the **CONTRACTOR** shall post a performance security prior to the commencement of the work 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.
- 5.2 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 **CONTRACTOR** is in default in any of its obligations in this agreement.

### VI. MISCELLANEOUS PROVISIONS

- 6.1 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.
- 6.2 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.
- 6.3 Amendment - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto

6.4 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 caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

CEBU NORMAL UNIVERSITY **AUG 18 2022** JETMED ENTERPRISE

BY:  
DR. DAISY R. PALOMPON  
Officer-In-Charge

BY:  
Ms. GLENDA G. MASANEGRA  
Admin Manager

WITNESSES  
DR. MA. SOCORRO G. MANALOTO

JHONREX C. MERIDA

ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES)

**CEBU CITY** \_\_\_\_\_ S.S.

**AUG 18 2022**

BEFORE ME, A notary for in the **CEBU CITY**, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared the following person with their respective Government I.D., to wit;

<u>NAME</u>	<u>GOVERNMENT ID</u>	<u>EXPIRY DATE</u>
Dr. DAISY R. PALOMPON	_____	_____
Ms. GLENDA G. MASANEGRA	_____	_____

And they acknowledge to me that the same is their own free act and deed as well as the free and voluntary act of the corporation they represent.

This forgoing instrument is a Agreement, consisting of 3 pages, including this page on which the acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

**AUG 18 2022**

IN WITNESS WHEREOF, I have hereunto set my/our hand/s this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ City, Philippines

Doc. No.: 401;  
Page No.: 87;  
Book No.: 153  
Series of 2022

**ATTY. RAUL L. PALUAL**  
NOTARY PUBLIC  
UNTIL DEC 31/2022  
PTR NO. 5513529-1/3/2022  
ROLL NO. 44641  
NOTARIAL COMMISSION 0121  
LIFE TIME NO. 07936  
OFF. O JAKUSALEM ST. CEBU CITY  
BAYANIHAN 2LDC. PROV. OF CEBU  
MCLE COMPLIANCE No. V11005072