

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, Office of the President, **Dr. Filomena T. Dayagbil** by virtue of CNU BOR No. 079, series of 2023 and hereinafter referred to as "**CNU**",

-and-

MICRODATA SYSTEMS AND MANAGEMENT, INC. a corporation duly organized and existing under Philippine laws, with business address at Crystal Building, Plaridel Street, Barangay Looc, Mandaue City, Cebu represented by its Senior Account Manager, **MR. RAY MONTECILLO** hereinafter referred to as the "**Second Party**"

Collectively referred to as the "**Parties**"

WHEREAS, CNU invited Bids for:

Procurement of One Lot Wireless Controller for Aruba 300 Series with Bid No. 23-01-048

WHEREAS, the Second Party participated in the procurement process, submitted its bid, was declared as the Lowest Calculated Bid, 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, as well as compliance by the Second Party of all the terms and conditions of this Contract, CNU shall pay a total amount of

Eight Hundred Twenty-Two Thousand Eight Hundred Pesos & 00/100 (Php 822,800.00)

upon complete delivery of the goods 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.

2.2 Pursuant to the guidelines for a progress payment under 9.1.1.3 of COA Circular 2012-01, the Second Party may submit a Statement of Work Accomplished (SWA) or progress billing and a corresponding request for payment for work accomplished. The statement of work accomplished shall be subject to validation by the Inspectorate team of the University.

III. DELIVERY PERIOD

3.1 The goods shall be delivered to Cebu Normal University, Osmeña Blvd., Cebu City on or not later than 30 calendar 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 Cebu Normal University. 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 Second Party shall facilitate such inspections and provide the required assistance.

4.3 Based on an inspection of a valid sample, CNU may reject the entire equipment. All rejected goods will be returned to the Second Party. Transportation charges collected, or held by CNU for disposition will be at the Supplier's risk and expense;

4.4 The Second Party agrees that any acceptance by CNU does not release the Second Party from any warranty or other obligations under this Contract. The failure of CNU to insist upon a strict performance of any of the terms, conditions, and covenants hereof, shall not be deemed a relinquishment or waiver of any right or remedy that CNU may have, nor shall it be construed to be a waiver of any subsequent breach or default of the terms and conditions herein contained, which shall be deemed in full force and effect.

4.5 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 Second Party shall post a performance security prior to the commencement of the work in the form of cash, manager's check, bank draft/guarantee, and 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 a penalty in the event it is established that the Second Party 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 Second Party, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the Second Party 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 Entirety – All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference.

6.5 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 APR 27 2023 day of CEBU CITY at CEBU CITY.

CEBU NORMAL UNIVERSITY

DR. FILOMENA T. DAYAGBIL
Office-In-Charge
Office of the University President

**MICRODATA SYSTEMS AND
MANAGEMENT, INC.**

MR. RAY MONTECILLO
Senior Account Manager,

WITNESSES

J. EDWIN ARONILLO

JOHANN R. TROCIO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CEBU CITY S.S.

CEBU

APR 27 2023

BEFORE ME, a notary for in the _____, Philippines, this _____ day of _____ 2022, personally appeared the following person with their respective Government I.D., to wit:


NAME	GOVERNMENT ID	EXPIRY DATE
DR. FILOMENA T. DAYAGBIL		
MR. RAY MONTECILLO		

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 foregoing instrument is an Agreement, consisting of 4 pages, including this page on which the acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my/our hand/s this APR 27 2023 at _____
_____ CEBU CITY Philippines.

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ATTY. CERFRANZ A. BONIEL
NOTARY PUBLIC FOR THE CITY OF CEBU
COMMISSION NO. 00722 VALID UNTIL DEC. 31, 2023
ATTORNEY ROLL NO. 75527
IBP NO. 201693 FEB. 11, 2022 for 2023 CEBU PROVINCE
PTR NO. 2291059 DEC. 22, 2022 for 2023 CEBU CITY
MCLE COMPLIANCE NO. VII-ON PROCESS