

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement was 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 otherwise known as "The CNU Charter", with principal office address at Osmeña Blvd., Cebu City, and represented herein by President, Dr. Daniel A. Ariaso, Sr., hereinafter referred to as "**CNU/First Party**",

-and-

ASPEN MULTI-SYSTEM CORP., a corporation duly organized and existing under Philippine laws, with office address at Unit D5 Lui Guin Condo, Manila East Road, El Monteverde Subd., Brgy. San Juan, Taytay, Rizal, represented by its Authorized Representative, RHODORA PAGILAGAN hereinafter referred to as the "**SUPPLIER**",

Collectively referred as the Parties.

WITNESSETH

WHEREAS, CNU needs the supply of Infant Simulator and Simulation Learning Management System for the College of Medicine with Bid No. 23-07-566 and 23-06-525 ✓

WHEREAS, Bids and Awards Committee (BAC) Resolution No. 55, series of 2023 recommends the procurement of the items through Public Bidding Mode of Procurement of the Revised Implementing Rules and Regulation of Republic Act No. 9184, otherwise known as The Government Procurement Reform Act was approved;

WHEREAS, in the request for quotation/invitation to bid, the Supplier submitted the lowest and most advantageous bid to CNU 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. ITEM DESCRIPTION

Lot 1 - One Unit Infant Simulator with Basinet in the amount of Seven Million Four Hundred Ninety Four Thousand Pesos (P 7,494,000.00)

Lot 2 - One Lot Simulation Learning Management System with Debriefing, Recording, Assessment and OSCE Capabilities in the amount of Fifteen Million Nine Hundred Ninety Four Thousand (P 15,994,000.00)

II. INTEGRAL DOCUMENTS

The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as an integral part of this Agreement, viz.:

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a. Philippine Bidding Documents (PBDs);

- i. Schedule of Requirements;
- ii. Technical Specifications;
- iii. General and Special Conditions of Contract; and
- iv. Supplemental or Bid Bulletins, if any

b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the First Party's bid evaluation;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's conforme thereto;

e. Purchase Order; and

f. Other contract documents that may be required by existing laws and/or the First Party concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

III. FEES AND BILLING SCHEDULE

For and in consideration of all the foregoing services, as well as compliance by the Supplier of all the terms and condition of this Contract, CNU shall pay a total amount of **Twenty Three Million Four Hundred Eighty-Eight Thousand Pesos (P 23,488,000.00)** 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.

IV. DELIVERY, INSPECTION, AND ACCEPTANCE

The goods shall be delivered to Cebu Normal University, Osmeña Blvd., Cebu City on or before thirty (30) days upon the Supplier's receipt of the Purchase Order. Likewise, incidental services thereto shall be performed in the premises of Cebu Normal University.

Delivery shall be deemed completed upon receipt and acceptance of CNU or any of its authorized representative. Cost of delivery is deemed included in the Price.

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 the required assistance.

The Supplier agrees that any acceptance by CNU does not release them 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

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breach or default of the terms and conditions herein contained, which shall be deemed in full force and effect.

V. WARRANTY

The supplier warrants that the items are free from defect in design, materials, and workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery and shall covers the repair or replacement of parts and mechanism that are attributable to manufacturing. If a defect occurs and is verified, the supplier will either repair or replace the product, or refund the purchase price, at the CNU's discretion.

VI. PERFORMANCE SECURITY

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.

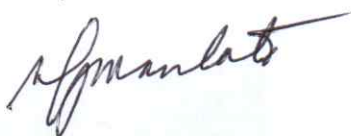
The performance security shall be posted in favor of the CNU and shall guarantee the payment of the amount of the security as a penalty in the event it is established that the Second Party is in default in any of its obligations in this agreement.

VII. LIQUIDATED DAMAGES

When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions for due causes, if any, the supplier shall be liable for damages for the delay and shall pay the First Party liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the First Party concerned. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the First Party concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the First Party concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

VIII. GROUNDS FOR TERMINATION OF THE CONTRACT. The First Party, upon the observance of Item IV, Annex "I" of the RA 9184 IRR shall terminate the contract on the following grounds:

- a) Pursuant to Sec. 68 of the 2016 revised IRR, the First Party may terminate the contract when outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the First Party pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;(a)
- b) Pursuant to Sec. 68 of the 2016 revised IRR, the First Party may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%)

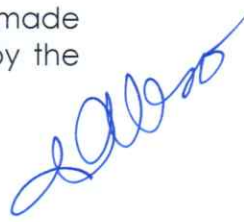
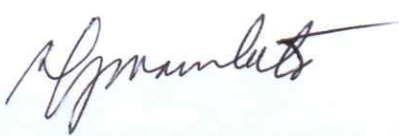


of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or **(a)**

- c) The First Party shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- d) The First Party may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- e) The First Party shall terminate the contract if the Supplier/Contractor/Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier/Contractor/Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the First Party and/or the Supplier/Contractor/Consultant.
- f) The First Party may terminate the contract in case it is determined prima facie that the Supplier/Contractor/Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
 - 1. Corrupt, fraudulent, collusive and coercive practices;
 - 2. Drawing up or using forged documents;
 - 3. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - 4. Any other act analogous to the foregoing.

IX. MISCELLANEOUS PROVISIONS

- 9.1 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.
- 9.2 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.
- 9.3 Authority – The parties hereto warrant their authority to sign, execute, and perform acts related to this agreement and procurement.
- 9.4 Amendment - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.
- 9.5 Entirety - All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference. The Parties, by the



signature of their representatives, acknowledge that he/she has read this agreement, understand it, and agree to be bound by its terms and conditions.

- 9.6 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 15 NOV 2023 of 2023 at Cebu City.

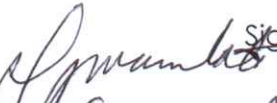
CEBU NORMAL UNIVERSITY



DR. DANIEL A. ARIASO, SR
University President

ASPEN MULTI-SYSTEM CORP.


RHODORA PAGILAGAN
Authorized Representative

Signed in the presence of:


Ma Socorro G. Manaloto, MD


Gina B. Tapar

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CEBU CITY

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CEBU CITY

15 NOV 2023

BEFORE ME, a Notary Public, for and in the _____, this ____ day of _____ personally appeared,

DR. DANIEL A. ARIASO, I.D. No. _____,
RHODORA PAGILAGAN, I.D. No. _____

known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Contract Agreement consisting of six (6) pages, including the page in which this Acknowledgement is written, signed by the Parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

NOTARY PUBLIC

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Series of 2022

RODRIGO L. URBIZTONDO
Notary Public
IBP No. 289902 1-18-23
PTR No. 1027605 1-10-23
Notarial Com. No. 063-23
Until Dec. 31, 2024
Roll No. 40465
MCLE No. VII-0000192
9-D Jakosalem St., Cebu City

[Signature]

[Signature]