

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This **AGREEMENT** made and entered this 27th day of May, 2024 in _____, by and between:

MINDORO STATE UNIVERSITY (MINSU), a public institution of higher learning, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Alcate, Victoria, Oriental Mindoro, represented by its Officer-in-Charge, Office of the University President, **CHRISTIAN ANTHONY C. AGUTAYA, Ph.D.**, referred hereinafter to as "**PROCURING ENTITY**";

-and-

EDWIN S. SANTIAGO ENTERPRISES CORPORATION, duly organized and existing under the laws of the Republic of the Philippines with office address at Purok 3, Bagong Sikat, Cabilao, Nueva Ecija, represented by its Authorized Representative / District Sales Manager, **MR. MELCHOR D. CABIGTING**, referred hereinafter to as "**WINNING BIDDER**".

The above-named are collectively referred hereinafter to as "**PARTIES**".

WHEREAS, the **PROCURING ENTITY** invited bids for the "**SUPPLY, DELIVERY AND INSTALLATION OF GENERATOR SET FOR MINSU CALAPAN CITY**" in accordance with the Republic Act (RA) 9184 or "Government Procurement Reform Act" and its implementing rules and regulations;

WHEREAS, the **PROCURING ENTITY** through **BAC RESOLUTION NO. 79, S. 2024** has accepted the quote/bid of the **WINNING BIDDER** for the "**SUPPLY, DELIVERY AND INSTALLATION OF GENERATOR SET FOR MINSU CALAPAN CITY CAMPUS**" amounting to **ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND PHILIPPINE PESOS (PHP 1,870,000.00)**, hereinafter called "**CONTRACT PRICE**";

NOW THEREFORE, for and in consideration of the above premises and their mutual covenants hereinafter set forth, the **PARTIES** hereto agree on the following terms and conditions and those provided under RA 9184 and its implementing rules and regulations:

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.

Julian C. [Signature]

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2. 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 integral part of this Agreement, viz.:

- i. 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
- ii. **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 Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity 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.**

3. In consideration for the sum of **ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND PHILIPPINE PESOS (PHP 1,870,000.00)** or such other sums as may be ascertained, **EDWIN S. SANTIAGO ENTERPRISES CORPORATION** agrees to **"SUPPLY, DELIVERY AND INSTALLATION OF GENERATOR SET FOR MINSU CALAPAN CITY CAMPUS"** in accordance with its Bid.
4. The **MINDORO STATE UNIVERSITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

GENERAL CONDITIONS

A. TERMS OF PAYMENT

The **PROCURING ENTITY** hereby covenants to pay **WINNING BIDDER** the **CONTRACT PRICE**, upon satisfactory completion of the supply and delivery of **"ONE (1) UNIT OF 200KA SILENT-TYPE DIESEL GENERATOR WITH AUTOMATIC TRANSFER SWITCH"**. Upon receipt of payment, **WINNING BIDDER** shall issue and submit to **PROCURING ENTITY** the Official Receipt and related documents necessary to comply with the applicable auditing process. The implementing rules and regulations regarding adjustments of the **CONTRACT PRICE** adopted and approved by the Government shall be applicable in this contract.

Juliana C. Joy

Caesar

B. WARRANTY

The **WINNING BIDDER** hereby warrants to correct any manufacturing defect subject to the existing rules on retention money and applicable obligations.

All defect in its performance during the warranty period of twelve (12) months after acceptance of goods shall be rectified by the **WINNING BIDDER** at its own cost.

SPECIAL CONDITIONS

A. DELIVERY AND DOCUMENTS

The **WINNING BIDDER** shall deliver the goods within the **THIRTY (30) CALENDAR DAYS** from receipt of the Notice to Proceed. When the **WINNING BIDDER** fails to satisfactorily deliver the goods on time, it shall be liable for damages for the delay and shall pay the **PROCURING ENTITY** liquidated damages, not by way of penalty, for every day of delay until such goods are finally delivered and accepted by the **PROCURING ENTITY** concerned. The **PROCURING ENTITY** need not prove that it has incurred actual damages to be entitled to liquidated damages.

The **WINNING BIDDER** must pay the **PROCURING ENTITY** 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. The liquidated damages will be imposed until such goods or services are finally delivered or performed and accepted by the **PROCURING ENTITY** concerned. In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the **PROCURING ENTITY** may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it. The **PROCURING ENTITY** may also take over the contract or award the same to a qualified supplier through negotiation. In addition to the liquidated damages, the erring supplier's performance security shall also be forfeited.

B. TRANSPORTATION AND PACKAGING

The **WINNING BIDDER** shall be responsible for the delivery of the goods and payment of costs. It must provide such packaging of the goods as is required to prevent their damage or deterioration during transit its final destination, in accordance with existing industry standards.

C. INCIDENTAL SERVICES

The **WINNING BIDDER** undertakes to provide the following incidental services:

1. Performance or supervision of on-site assembly and/or start-up of the supplied goods;
2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations specified;
5. Training of the **PROCURING ENTITY** personnel for assembly, start-up, operation, maintenance, and/or repair of the supplied goods; and

Signature

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6. Any other related services necessary for completion of the project.

IN WITNESS WHEREOF, the **PARTIES** have hereunto signed this **AGREEMENT** in accordance with the laws of the Republic of the Philippines on the day and year first above written.


CHRISTIAN ANTHONY C. AGUTAYA,
Ph.D., Officer-in-Charge, Office of the
University President
For: **MINDORO STATE UNIVERSITY**
PROCURING ENTITY


MR. MELCHOR D. CABIGTING
Authorized Representative /
District Sales Manager for:
EDWIN S. SANTIAGO
ENTERPRISES CORPORATION
WINNING BIDDER

Signed in the presence of:


JOELENE C. LEYNES
Vice President for Administration and
Finance, MinSU

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) PROVINCE
OF ORIENTAL MINDORO) s.s.
MUNICIPALITY OF CALAPAN CITY

BEFORE ME, a notary public for and in the above jurisdiction, personally appeared the following:

NAME	PRC/I.D./CTC. NO.	DATE	PLACE OF ISSUE
Christian Anthony C. Agutaya	PRC # 0796092	12/11/2002	Manila
Melchor Cabigting	ID # C11-07-002397	03/10/2032	Manila

Known to me to be the persons who executed the foregoing instrument and acknowledgement that the same is their free and voluntary act and deed.

This instrument (**CONTRACT AGREEMENT / "SUPPLY, DELIVERY AND INSTALLATION OF GENERATOR SET FOR MINSU CALAPAN CITY"**) consisting **FOUR (4) PAGES** including the page wherein this acknowledgement is written had been signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, this ____ day of ____, 2024 at CALAPAN CITY,
Oriental Mindoro.

Doc No. 187 :
Page No. 38 :
Book No. 129 :
Series of 2024.

NOTARY PUBLIC


ATTY. RAYMOND JOEL L. BALBENA
Roll of Attorney's No. 61687
ISP Lifetime No. 050169
PTR No. 1218247 - Calapan City
MCLE Compliance No. V18-0505057
Notarial Commission until December 31, 2024

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