

SERVICE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS SERVICE AGREEMENT, made and entered into this 22 FEB 2025 day of 2025 by and between:

The MINDORO STATE UNIVERSITY (MinSU), an institution of higher learning duly organized under and by virtue of Republic Act No. 10596, as amended by Republic Act No. 11006, with principal office address at Alcate, Victoria, Oriental Mindoro, represented in this act by its SUC President III, ENYA MARIE D. APOSTOL, Ph.D., herein referred to as the "First Party";

-and-

MA. BETTINA ELY C. AVECILLA, doing business under the name of AVECILLA TRADING, with principal address at Unit 305, 8 Jade Garden Compound, Santolan Road, Brgy. Greenhills, San Juan City, herein referred to as the "Second Party".

WITNESSETH:

- 1. That the First Party is in need of the services for the "Supply and Delivery of Customized Unified MinSU T-Shirt";
- 2. That the Second Party signified intention of providing said services needed by the First Party
- 3. That the Second Party is capacitated to provide the above cited services after it has been found complying and responsive to the services being required;
- 4. That the Second Party hereby attests of being not related within the third degree of consanguinity or affinity to the representative of the First Party;
- 5. That in view of hereof, the Second Party is contracted by the First Party to provide services for "Supply and Delivery of Customized Unified MinSU T-Shirt";
- 6. That the total contract price is Three Hundred Sixty-Six Thousand Four Hundred Thirty-Eight Pesos (Php366,438.00);
- 7. That the First Party agreed to pay the Second Party in full, upon completion of the Services for "Supply and Delivery of Customized Unified MinSU T-Shirt" subject to the applicable budget and accounting procedures;
- 8. That the services shall be completed within thirty (30) working days;
- 9. That the amount of one-tenth (1/10) of one percent (1%) of the contract amount per day for liquidated damages is hereby declared and understood to include all losses and cost of whatever nature the Government will sustain because of the failure of the Second Party to complete the contract within the stipulated time;
- 10. This Agreement shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Agreement, and thus, applicable in implementation. This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

IN WITNESS WHEREOF, both parties have hereunto set their hands this 23 FEB 2025 day of QUEZON CITY, Philippines.

First Party
ENYA MARIE D. APOSTOL, Ph.D.
SUC President

Second Party
MA. BETTINA ELY C. AVECILLA
Proprietress

Witnesses:
CHRISTIAN B. APOSTOL, Ph.D.
Campus Executive Director-Main Campus

Witness
[Signature]

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of _____) s.s.
Municipality of _____)

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

NAME	ID presented	Date / Place Issued
Dr. Enya Marie D. Apostol	PRC ID No. 0580640	6-20-2024 / PRC Calapan City
Ma. Bettina Ely C. Avecilla		

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

This instrument consisting of two (2) 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.

each and every page thereof.

WITNESS MY HAND AND SEAL, this _____ day of _____, 2025 at _____

QUEZON CITY

13 FEB 2025

NOTARY PUBLIC

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First Party

ENYA MARIE D. APOSTOL, Ph.D.
SUC President

Witnesses: John F. Kelly
CHRISTIAN B. APOSTOL, Ph.D.
 Campus Executive Director-Main Campus