

### CONTRACT OF AGREEMENT

KNOW ALL MEN BY THOSE PRESENTS:

**THIS AGREEMENT** made this \_\_\_\_ day of November 2017 between the **BULACAN STATE UNIVERSITY**, Guinhawa, City of Malolos, Bulacan 3000 of the Philippines represented by **Dr. CECILIA N. GASCON**, President (hereinafter called "the Entity") and **LABTRADERS, INC.** represented by **Mr. RICHARD G. POSTADAN**, Division Manager, with the principal address at No. 89 Jasmin St., Roxas District, Quezon City (hereinafter called "the Supplier") of the other part:

**WHEREAS**, the Entity invited Bids for certain goods viz., **PROCUREMENT OF LABORATORY EQUIPMENT (FOOD SCIENCE LAB 1) FOR COLLEGE OF SCIENCE (G-2017-06)** and the **BULACAN STATE UNIVERSITY** has accepted the Bid amounting to **ONE MILLION THREE HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED FORTY-TWO PESOS AND 73/100 (P1,322,242.73)** hereinafter called ("the Contract Price")

**WHEREAS**, as a measure of guarantee for the faithful performance of and compliance with his obligations under this contract, the **SUPPLIER** posted performance security in the form of **Performance Bond** issued by **Stronghold Insurance Company, Inc.** amounting to **Three Hundred Ninety-Six Thousand Six Hundred Seventy-Two and 82/100 (Php 396,672.82)** which is Thirty Percent (30%) of the contract price as specified in the Bidding Documents.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract referred to.
2. The following Contract Documents are incorporated hereto and made integral part of this Agreement:
  - (a) The Bids Form and the Price Schedule submitted by the Bidder
  - (b) The Schedule of Requirements
  - (c) The Technical Specifications
  - (d) The General Conditions of the Contract
  - (e) The Special Conditions of the Contract
  - (f) The Supplements to the Bid Documents; and
  - (g) The Entity's Notification Award
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services within **Sixty (60) Working Days** upon receipt of **Notice to Proceed** and to immediately remedy defects therein in conformity with the provisions of the Contract within **Seven (7) Days** from notice or as required.
4. The Entity hereby covenants to pay the Supplier in consideration of the provisions of the goods and services, Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in manner prescribed by the contract provided that the Supplier has satisfactorily complied with its contracted obligation and/or provides remedy to defects if necessary.
5. **LIQUIDATED DAMAGES:** The Supplier shall pay the Entity for Liquidated Damages (LD), an amount equal to one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance without further demand needed. The Entity shall deduct the LD from payments or any money due or which may due the Supplier under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Supplier whichever is convenient to the Entity. Once the cumulative amount of liquidated damages reaches

DR. CECILIA N. GASCON

MR. RICHARD G. POSTADAN

(BulSU's Witness)

(Supplier's Witness)

MICITAS G. MIRABUENOS

ten percent (10%) of the amount of this contract, the Supplier voluntarily agrees to have the contract rescinded by the Entity.

6. **Section 62.1 (Warranty) of R.A. 9184:** For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, within the prescribed date provided under paragraph 3 of this contract, a warranty shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-Expendable Supplies, after acceptance by the procuring entity of the delivered supplies.

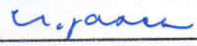
The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.<sup>(a)</sup>

7. **RESOLUTION OF CONFLICTS:** In the event of any conflict arising from this Contract between BulSU and the SUPPLIER, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to arbitration or to the jurisdiction of the courts of Malolos City, to the exclusion of all other courts upon the discretion of the Entity.

**IN WITNESS whereof**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**BULACAN STATE UNIVERSITY**

**SUPPLIER**

  
\_\_\_\_\_  
**CECILIA N. GASCON, Ph.D.**  
*President, BulSU*

  
\_\_\_\_\_  
**MR. RICHARD G. POSTADAN**  
*Division Manager*

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
*BulSU's Witness*

  
\_\_\_\_\_  
**RONALDO P. MENDOZA**  
*Supplier's Witness*

**Funds Available:**

  
\_\_\_\_\_  
**FELICITAS G. MIRABUENOS**  
*Accountant IV, BulSU Accounting Office*

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

CITY OF MALolos BULACAN ) S.S.  
\_\_\_\_\_ )

BEFORE ME, a Notary Public for and in the Province/City of  
CITY OF MALolos BULACAN this NOV 27 2017, 2017, personally came and  
appeared:

Name	Presented I.D. Number	Issued at/ Date
DR. CECILIA N. GASCON	B.S.U. I.D.# 2015-0286	City of Malolos, Bulacan / August 30, 2015
MR. RICHARD G. POSTADAN		

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is an AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

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

Doc. No. 397  
Page No. 81  
Book No. 17  
Series of 2017

ELVIRA SANTIAGO-ALPAJORA  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2017  
Commission No. PNC-07-MB-2016  
PTR NO. 9228698/1-3-2017/Malolos City  
IBP NO. 1040949/1-3-2017/Malolos City  
Roll No. 47102

DR. CECILIA N. GASCON

MR. RICHARD G. POSTADAN

(Buyer's Witness)

(Supplier's Witness)

MIRABUENOS