

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this **3rd day of June 2020** in the City of Balanga, Bataan, by and between:

The **BATAAN PENINSULA STATE UNIVERSITY**, a chartered state university existing under and by the virtue of laws of the Philippines, with office address at Capitol Compound, City of Balanga, Bataan represented herein by its University President, **Dr. GREGORIO J. RODIS**, hereinafter referred to as the "**ENTITY**",

– and –

TARLAC MAC ENTERPRISES, INC. a duly organized and existing corporation under Philippine laws, with office address at 1030 Mc Arthur Highway San Nicolas Tarlac, City represented herein by its Authorized Representative, **Ms. JEANNA C. GUIAO**, who is likewise duly authorized, hereinafter referred to as the "**SUPPLIER**";

WHEREAS, the ENTITY invited Bids for certain goods and ancillary services *viz*, **SUPPLY, DELIVERY AND INSTALLATION OF AIRCONDITIONING UNITS at BPSU Balanga Campus with PR No. BC2020-01-026** hereinafter referred to as the "**PROJECT**", and has accepted a Bid by the SUPPLIER for the supply of those goods and services in the sum of **EIGHT HUNDRED THOUSAND SEVEN HUNDRED PESOS ONLY (Php 800,700.00)**, hereinafter called the "**CONTRACT PRICE**";

WITNESSETH:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed reproduced herein by reference and/or incorporation:
 - a. the Bid Form, the Price Schedule, the Schedule of Requirements, and the Technical Specifications submitted by the SUPPLIER;
 - b. the other documents/statements contained in the bidding envelopes submitted by the SUPPLIER;
 - c. the additional Post-Qualification Documents submitted by the SUPPLIER;
 - d. the Invitation to Bid and Bid Documents issued to the SUPPLIER including Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
 - e. the Resolution of the Bids and Awards Committee declaring the Lowest Complying Responsive Bidder and Recommendation for Award;
 - f. the ENTITY's Notice of Award with the SUPPLIER's conforme thereto;
 - g. the SUPPLIER's Performance Bond;
 - h. Conditions of the Contract, herein attached as Annex "A";
 - i. Other requirements of laws, rules and regulations and executive orders applicable thereto.
3. The SUPPLIER shall furnish all labor, materials, equipment and supplies, and the performance of all operations necessary for the complete implementation of the PROJECT, all in strict compliance with the terms and conditions of this Agreement, as well as all the applicable terms and conditions of the documents listed in Section 2 above. Delivery period of the project shall be **forty five (45) calendar days maximum**, after the specified commencement date in the Notice to Proceed. Sub-contracting will be prohibited by the Entity. Liquidated damages will be imposed by the Entity if not delivered on due date.
4. Full Payment for the Project shall be paid upon delivery of the goods and as evidenced by a Certificate of Acceptance to be issued by the ENTITY. Partial payment of the contract price is allowed for partial or staggered delivery of goods procured, and such partial payment must correspond to the value of the goods delivered and accepted.

5. In relation to this Contract, the SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle the ENTITY to suspend payment of the services delivered by the SUPPLIER.
6. The SUPPLIER is the sole employer of all the workers assigned under this Contract and shall be solely responsible and liable for strict compliance with all pertinent labor legislation, rules and regulations. No employer – employee relationship exists between the ENTITY and the SUPPLIER or any of the workers in the SUPPLIER's employ. Neither is there deemed any agency, partnership, license or joint venture. The SUPPLIER holds the ENTITY absolutely free and clear by any of the said workers, for any reason whatsoever.
7. The terms and conditions herein set forth shall be automatically modified by the applicable provisions of laws, rules and regulations, especially as they pertain to minimum wage rates and other statutory benefits of the workers.
8. The SUPPLIER shall guarantee his goods from manufacturing defects for a minimum period of three (3) years reckoned from the date the goods/supplies are accepted by the ENTITY, inclusive of delivery charge. Defects found within the guarantee period shall be immediately corrected by the SUPPLIER upon receipt of written notice from the ENTITY. Should the SUPPLIER fail to correct said defects after a period of fifteen (15) days, the ENTITY shall undertake the necessary corrective measures at the expense of the SUPPLIER.
9. The obligation for the warranty as provided in the preceding paragraph shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every process payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price, as the case may be. The said amounts shall only be released after consumption of goods/supplies; *provided*, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
10. The SUPPLIER shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed, and must comply with its obligations under this Agreement within the date/period stated in the Conditions of the Contract attached herewith, unless otherwise terminated for failure of the SUPPLIER to perform its obligations under this Contract, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated December 2004).
11. This Agreement shall take effect upon the date of receipt by the SUPPLIER of the Notice to Proceed from the ENTITY.

IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

BATAAN PENINSULA
STATE UNIVERSITY

"ENTITY"

BY:

GREGORIO J. RODIS, PhD

University President

TARLAC MAC ENTERPRISES, INC.
"SUPPLIER"

BY:

JEANNA C. GUIAO

Authorized Representative

SIGNED IN THE PRESENCE OF:

ALLOTMENT AVAILABLE:

EIZEL JANE G. PEREZ

Accountant IV

Head of the Accounting Division

General Fund

ACKNOWLEDGEMENT

Republic of the Philippines)

City of Balanga, Bataan

) S.S.

JUN 08 2020

BEFORE ME, this _____ of _____ 2020 in the City of Balanga, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
<u>GREGORIO J. RODIS</u>	<u>PHIL. PASSPORT</u>	<u>01JUNE2015/DFA MANILA/31MAY2020</u>
_____	_____	_____

both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary will and deed, as well as that of the corporations they represent.

This instrument refers to a "Contract for **SUPPLY, DELIVERY AND INSTALLATION OF AIRCONDITIONING UNITS at BPSU Balanga Campus with PR No. BC2020-01-026**" that consists of three (3) pages including the page whereon this acknowledgement is written, and which is signed by the Parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and at the place first written above.

ATTY. MANUEL M. TAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR NO. 549980 - 1-06-20
IBP NO. 111254 - 1-20-20
MCLE COMPLIANCE VI-0022754
04-2-19

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Republic of the Philippines
BATAAN PENINSULA STATE UNIVERSITY
 Capitol Compound, City of Balanga 2100 Bataan

TERMS AND CONDITIONS

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM DATE OF QUOTATION/BID OPENING.
2. **TARLAC MAC ENTERPRISES, INC.** shall be responsible for the source (supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the said company to comply with the same shall be ground for cancellation of the award and purchase order issued to that company.
3. **TARLAC MAC ENTERPRISES, INC.** shall pick up the purchase order(s)/contract(s) issued in his favor within (3) days after receipt of notice to that effect. A telephone call, a fax transmission or an email correspondence shall constitute an official notice to the winning bidder. Thereafter, if the purchase order(s) remain unclaimed, the said purchase order(s)/contract(s) shall be sent by messengerial service to the winning bidder at the latter's expense. To avoid delay in the delivery of the requesting agency's requirements, all defaulting winner shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where winning bidder has accepted a purchase order/contract but fails to deliver products/services within the time called for in the same order, he shall be extended a maximum of fifteen (15) days under liquidated damages to make good his delivery. Thereafter, if the winning bidder has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn bidder. The Procurement Service shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the defaulting bidder. Refusal by the defaulting bidder to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its IRR-A.
5. All deliveries by suppliers shall be subject to inspection and acceptance by the BATAAN PENINSULA STATE UNIVERSITY (BPSU). All necessary test undertaken by BPSU on the item(s) shall be for the account of the supplier.
6. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
7. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that may discovered by BPSU within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written to that effect.
8. Full Payment for the Project shall be paid upon complete delivery of the goods and as evidenced by a Certificate of Acceptance to be issued by the ENTITY. Partial payment of the contract price is allowed for partial or staggered delivery of goods procured, and such partial payment must correspond to the value of the goods delivered and accepted.
9. A penalty of one-tenth of one percent (0.001) of the total value of the product(s)/good(s) or services purchased shall be deducted for each day of delay in the delivery of the product(s)/good(s) or services ordered.
10. All duties, excise and other taxes and revenue charges, if any shall be for the supplier's account.
11. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to BPSU.
12. All transactions are subject to withholding of credible value added tax (VAT) per Revenue Regulation No. 10-93.

CONFORME:


JEANNA C. GUIAO
 Authorized Representative

Date: June 8, 2020

Contact No: 0906 - 0240896