

## CONTRACT AGREEMENT

### Procurement of Supply and Delivery of Various E-books

This **AGREEMENT** made and executed this 23<sup>rd</sup> day of December 2021 at Bunawan, Agusan del Sur, Philippines by and between:

The **AGUSAN DEL SUR STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY (ASSCAT)**, an 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 Bunawan, Agusan del Sur, represented by its College President, **DR. JOY C. CAPISTRANO**, hereinafter referred to as the **"OWNER"**.

and

**SERV ENTERPRISES**, a supplier duly registered, organized and existing under by virtue of the laws of the Republic of the Philippines, with office address at Maries Village II, Phase 2, Mayamot, Antipolo City represented by its Proprietor, **MR. VICTOR E. UBANDO**, hereinafter referred to as the **"SUPPLIER"**.

### WITNESSETH:

**WHEREAS**, the **OWNER** has issued a request for Public Bidding dated August 5, 2021 for the **Procurement of Supply and Delivery of Various E-books** referred hereto as the **"Project"** by a competent and responsive **Supplier** within the specified contract period;

**WHEREAS**, a public bidding for the above-mentioned purpose was conducted on July 14, 2021 where the **SUPPLIER** was determined as the Single Calculated Bid (SCB) after thorough evaluation of its proposal by the **OWNER's** Bids and Awards Committee (BAC);

**WHEREAS**, upon careful examination, validation and verification of all the eligibility, technical and financial requirements by the BAC-TWG and upon result of the Post-Qualification Evaluation, it was determined that the **SUPPLIER's** bid is the Single Calculated and Responsive Bid (SCRB);

**WHEREAS**, the **SUPPLIER** has agreed and accepted the award to undertake works for the Project under the terms and conditions herein set forth;

**NOW, THEREFORE**, for and in consideration of the above premises and of the mutual understanding and agreement to be performed by each of the parties hereto, it is hereby agreed that:

1. The Supplier shall supply and deliver the following as reflected in the Quotation:

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Note: Item Specifications, Features, Add-ons/Inclusions and Terms and Conditions should abide with the declared quotation in the Technical Specifications (Section VII), Supplemental Bid (if any), Item Brochures/Catalogues and the Financial Bid Form submitted by the SUPPLIER.

SHIELA G. REYES  
Witness

- a) This will be delivered at ASSCAT, Main Campus, San Teodoro, Bunawan, Agusan del Sur.
- b) In consideration for the faithful performance and accomplishment of all the obligations specified, which the SUPPLIER agrees to undertake, perform and accomplish under this contract, the owner shall pay the contractor the total contract price of **Four Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Pesos (P4,745,250.00)**.

JOY C. CAPISTRANO  
College President

### 2. Commencement and Completion of Work

The SUPPLIER shall commence execution of the Project within (10) Calendar Days from receipt of a written Notice to Proceed.

### 3. Liquidated Damages

It is understood and agreed that time is of the essence in this Agreement. In the event that the *Supplier refuses or fails to complete the work within the time specified*, including extensions of time, if any, that may be granted by the OWNER, the OWNER is hereby authorized to deduct the amount of liquidated damages from any amount due or which may become due to the SUPPLIER, or to collect or charge such liquidated damages from both the amount due to the SUPPLIER and the Performance Bond filed by the SUPPLIER. However, no liquidated damages shall be charged when the delay in completion of the work is due to any causes directly attributed to the OWNER or due to *force majeure* or special risk.

VICTOR E. UBANDO  
Proprietor

- a. Where the SUPPLIER refuses or fails to satisfactory complete the work within the specified contract time, plus any time extension duly granted and hereby in default under the contract, the SUPPLIER shall pay the OWNER for liquidated damages, and not by way of penalty, an amount of at least equal to one-tenth ( $\frac{1}{10}$ ) of one percent (1%) of the cost of the unperformed portion for each calendar day of delay, until the delivery is completed and accepted by the OWNER.
- b. To be entitled to such liquidated damages, the OWNER does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Contractor under the contract and/or collect such liquidated damages from the retention money or other securities posted by the SUPPLIER whichever is convenient to the OWNER.

JAMAICA A. GADIANA  
Witness



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#### 4. Performance Security

4.1. To guarantee the faithful performance of the contract, the SUPPLIER shall post upon signing of the contract, a Performance Security in the form of cash, manager's check, cashier check, bank draft/guarantee confirmed by the local bank (in the case foreign Contractor bonded by a foreign bank), letter of credit by a reputable bank, surety bond, callable on demand, issued by GSIS (Government Services Insurance System) or any insurance company accredited by the Office Commissioner or a combination thereof, in accordance with the following schedule:

- a. Cash, manager's check, cashier's check, irrevocable letter of credit – five percent (5%) of the total contract price.
- b. Bank draft/guarantee – five percent (5%) of the total contract price.
- c. Surety bond – thirty percent (30%) of the total contract price.

4.2. This performance security shall be posted in favor of the OWNER, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the SUPPLIER is in default in his obligation there under.

4.3. This performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

#### 5. Certificate of Warranty

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security 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.

#### 6. Effectivity, Validity and Miscellaneous

This Agreement shall take effect within ten (10) days upon date of receipt by the Contractor of the Notice to Proceed from the OWNER. The Contract shall remain in force for a period of **Thirty (30) calendar days** from the date of receipt by the SUPPLIER of the Notice to Proceed.

SHIELA G. REYES  
Witness

JOY C. CAPISTRANO  
College President

VICTOR E. UBANDO  
Proprietor

JAMAICA A. CADIANA  
Witness

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IN WITNESS WHEREOF the parties have hereunto affixed their signature and have caused this Agreement to be executed on the day and year first before written.


AGUSAN DEL SUR STATE  
COLLEGE OF AGRICULTURE  
AND TECHNOLOGY

SERV ENTERPRISES


Represented by:

  
JOY C. CAPISTRANO  
College President

Represented by:

  
VICTOR E. UBANDO  
Proprietor

SIGNED IN THE PRESENCE OF:

  
SHIELA G. REYES  
Vice-President for Academic Affairs  
and Quality Assurance

  
JAMAICA A. GADIANA  
Head, IT Department

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#### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
Agusan del Sur ) S.S

BEFORE ME, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
personally appeared:

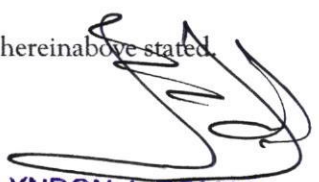
Name	Any Government-Issued Identification Document
JOY C. CAPISTRANO  In her capacity as College President  ASSCAT  Bunawan, Agusan del Sur	CRN: 0060-0048955-7
VICTOR E. UBANDO  In his capacity as Proprietor  SERV Enterprises  Maries Village II, Phase 2, Mayamot, Antipolo City	CRN: 0033-1922276-7

All known to me to be same persons who executed the foregoing instrument and acknowledged and sworn to before me that the same is their free and voluntary act and deeds as well as that of the entities which they respectively represent.

This Agreement consists of Twenty-Five (25) pages including this page on which this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 420  
Page No. 85  
Book No. LXVIII  
Series of 2021

  
LYNDON J. ROMERO  
NOTARY PUBLIC  
Until December 31, 2021  
PTR No. 9117091 1/5/2021  
TIN No. 180-028-868  
IBP No. 1008281 1/4/2021  
Roll No. 43423