

PROJECT: ACQUISITION OF EQUIPMENT FOR THE PROJECT INFRASTRUCTURE AND  
SMART CAMPUS DEVELOPMENT OPERATIONALIZATION OF FACE TO FACE CLASSES  
AND UPGRADING OF EQUIPMENT  
PROJECT REF. NO.: 2023-03G

**CONTRACT AGREEMENT**

**KNOW ALL MEN BY THOSE PRESENTS:**

This **AGREEMENT** is made and executed this OCT 02 2023 day of \_\_\_\_\_ 2023 by and between

The **BULACAN AGRICULTURAL STATE COLLEGE**, a government institution of higher learning duly organized and existing with office address at Pinaod, San Ildefonso, Bulacan, represented herein by **Dr. JAMESON H. TAN**, College President, duly authorized to represent it in this transaction (hereinafter called "the Entity")

-And-

The **MTEKNIK INFORMATION TECHNOLOGY SOLUTIONS, INC.** represented by **Mr. Tristram A. Cada**, Authorized Representative, with the principal address at 3650 Sta. Monica St., Don Galo, Paranaque City (hereinafter called "the Supplier") of the other part:

-witnesseth that-

**WHEREAS**, the **ENTITY** intends to procure **ACQUISITION OF EQUIPMENT FOR THE PROJECT INFRASTRUCTURE AND SMART CAMPUS DEVELOPMENT OPERATIONALIZATION OF FACE TO FACE CLASSES AND UPGRADING OF EQUIPMENT (LOT 2: CCTV Surveillance System** (Hereinafter called "the Equipment");

**WHEREAS**, the **SUPPLIER** offers to supply/deliver the foregoing Equipment;

**WHEREAS**, the **SUPPLIER** warrants and has represented to the **ENTITY** that it has the capability, competence, and sufficient resources to supply/deliver the aforesaid equipment specifically mentioned in the offer, thus offered the bid for **FOUR HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED THIRTEEN PESOS ONLY (P 498,513.00)** hereinafter called ("the Contract Price");


**WHEREAS**, in view of the foregoing warranties, the **ENTITY** has accepted the **SUPPLIER'S** offer in complete reliance on the foregoing representations made by the **ENTITY**, subject to and in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, both parties, for and in consideration of the terms and conditions set forth in this **Agreement** and in the documents, appended thereto, do hereby agree as follows:


**ARTICLE 1. CONTRACT DOCUMENTS**

The following 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

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- (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

## ARTICLE 2. RIGHTS AND OBLIGATIONS



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1. The SUPPLIER is obligated to deliver/supply the equipment specifically identified in the quotation made by the latter to the ENTITY. The equipment to be provided by the SUPPLIER shall be as specified in the Schedule of Requirements and shall conform with the standards mentioned in the Technical Specifications as attached hereto;

2. **PACKAGING:** The SUPPLIER must provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract and in accordance with existing industry standards.

3. **WARRANTY:** A warranty shall be required from the SUPPLIER in order to assure that defects either patent or latent shall be corrected by the latter.


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 at the option of the SUPPLIER.

The said amounts shall only be released after the lapse of the warranty period or in the case of Expendable Supplies, after consumption and in case of Non-Expendable, after one (1) year from the delivery 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.

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4. If the goods or equipment furnished found to be defective during the warranty period as when they are unfit or cannot be utilized for the use for which it is intended, the SUPPLIER shall immediately repair or replace the same which shall not be later than seven (7) days from the notice or as required. Otherwise, the ENTITY can undertake the repair or replacement of the defective goods but at the SUPPLIER's expense which can be deducted to any accounts payable of the latter.

However, this provision shall not apply to ordinary wear and tear of the goods or equipment.

5. The SUPPLIER represents and warrants that it has all the necessary permits, licenses, registrations and all other government requirements relative to the manufacture, production or supply of the goods or services.
6. **SPARE PARTS** is referred to as an extra component, equipment, tools, instruments or parts of machinery or apparatus that replace the ones that are damaged or worn out. The SUPPLIER is required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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1. Such spare parts as the Procuring Entity may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract;
  2. Such spare parts that the Procuring Entity may be able to purchase from other suppliers/manufacturers but are compatible with the goods procured; and

3. In the event of termination of production of the spare parts:

a. Advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

b. Following such termination, furnishing at no cost to the Procuring Entity the blueprints, drawings, and specifications of the spare parts, if requested.

The supplier is likewise required to issue a Certification that spare parts, particularly those that are product specific, shall continue to be manufactured by them within a period of time of three (3) years from the date of complete delivery.

### ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE ENTITY

1. **INSPECTION AND TESTS:** The ENTITY and/or its duly authorized representative must commence the inspection and acceptance process within twenty-four (24) hours from delivery of the equipment, and shall complete the same as soon as practicable.

1.1 The ENTITY may reject any equipment or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The SUPPLIER should either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the ENTITY, and shall repeat the test and/or inspection, at no cost to the ENTITY upon giving a notice pursuant to the contract.

1.2 The SUPPLIER should agree in the contract that neither the execution of a test and/or inspection of the goods or any part thereof, nor the attendance by the ENTITY or its representative, shall release the SUPPLIER from any warranties or other obligations under the contract.

### ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS

The Entity should not be liable for any infringement of intellectual property rights arising from the use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must hold the Entity free and harmless against such claims.

### ARTICLE 5. TAXES AND DUTIES

The supplier must also be entirely responsible for all taxes, duties, license fees, and other related expenses, incurred until delivery of the contracted goods to the Entity

### ARTICLE 6. LIMITATIONS OF LIABILITY

The SUPPLIER shall indemnify and hold harmless the Entity, its officers or employees from and against any liabilities, damages, claims, suits of all kinds, and costs and expenses arising from the defect of the goods or services, in cases of criminal negligence or willful misconduct, and in the case of infringement of intellectual property rights of the SUPPLIER, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs except if such liabilities, damages, claims, suits, costs and expenses are due to the gross negligence of the ENTITY.

### ARTICLE 7. TERM

The Supplier hereby covenants with the Entity to provide the goods and services within **Sixty (60) Calendar Days**, upon receipt of Notice to Proceed.

## ARTICLE 10. VENUE OF ACTION

**RESOLUTION OF CONFLICTS:** In the event of any conflict arising from this Contract between BASC 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 the event that any of the parties herein is compelled to resort to court action to enforce the provisions of this Agreement, the parties herein waive any other venue and submit to the exclusive jurisdiction of the courts in the province of Bulacan, to the exclusion of all courts after exhausting their best efforts in settling their dispute amicably. The guilty party shall then be held liable to pay damages to the innocent party in such amount as shall be proven in court including attorney's fees equivalent to twenty-five percent (25%) of the amount being claimed.

**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 AGRICULTURAL STATE COLLEGE**

  
**JAMESON H. TAN, CESE**  
*College President*

**MTEKNIK INFORMATION TECHNOLOGY  
SOLUTIONS, INC.**

  
**TRISTRAM A. CADA**  
*Authorized Representative*

SIGNED IN THE PRESENCE OF:

  
**RONALD REAGAN T. ALONZO, Ph.D.**  
*Vice President for Administration and Finance*  
(BASC Witness)

  
(Supplier's Witness)

Funds Available:

  
**MA. DOLORES G. BERSAMINA**  
Accountant III

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

BACOR CITY CAVITE S.S.

BACOR CITY CAVITE

BEFORE ME, Notary Public for and in the Province/City of \_\_\_\_\_, 2023, personally came and appeared:

NAME	VALID ID No.	Date/Place
JAMESON H. TAN	Phil. Passport no. P4404793B	DFA Pampanga – Jan. 15, 2020
TRISTRAM A. CADA		

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 six (6) 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.

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Page No. 98  
Book No. 2  
Series of 2023

**JEROME G. SALAZAR**  
NOTARY PUBLIC  
NO. 12 BACOR BUILDING BACOR CITY CAVITE  
MCLF NO. VN-0027344, APRIL 14/2025  
PTR NO. MLA 0846739, 04 JANUARY 2023, MANILA  
IBP NO. GR. 293558 DATED TO JANUARY 2023 PASIG  
ROLL NO. ATTORNEY'S NO. 62131  
VALID UNTIL DECEMBER 2023