

**CONTRACT FOR THE ACQUISITION OF EQUIPMENT AND OTHER
EQUIPMENT FOR THE PROVISION OF HIGHER EDUCATION SERVICES**
(LOT 2: AGRICULTURAL LABORATORY EQUIPMENT WITH PROJECT REF. NO. 2025-04G)

KNOW ALL PERSONS BY THESE PRESENTS:

This **CONTRACT** is made and executed on the 31st day of JUL 2025 by and between:

The **BULACAN AGRICULTURAL STATE COLLEGE**, a state college, created by virtue of Republic Act (RA) No. 8548, as amended, with principal office at Administration Building, BASC Main Campus, Brgy. Pinaod, San Ildefonso, Bulacan, represented herein by **DR. JAMESON H. TAN**, SUC President III, duly authorized to represent the Procuring Entity in this transaction, hereinafter called "**THE ENTITY**";

-and-

The **DIAMOND INDUSTRIAL SYSTEMS PROVIDER INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 19 Milflores Drive, Beverly Hills Subdivision, Antipolo City, represented herein by **MR. JAMES CARLO L. ENRIQUEZ**, Authorized Representative, hereinafter called "**THE SUPPLIER**".

-witnesseth that-

WHEREAS, the **ENTITY** invited Bids for certain goods, particularly for the **Acquisition of Equipment and Other Equipment for the Provision of Higher Education Services (Lot 2: Agricultural Laboratory Equipment with Project Reference No. 2025-04G;**

WHEREAS, the **SUPPLIER** submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Three Million Four Hundred Thousand Pesos (P3,400,000.00)**, hereinafter referred to as "the Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

- 1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which shall form an integral part of this Contract.
- 2) The following documents as required by the Implementing Rules and Regulations of RA No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
 - a. Philippine Bidding Documents for Procurement of Goods:
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. Bid Forms, including all the documents or statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted, including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iv. Bid Data Sheet;
 - v. Schedule of Requirements;
 - vi. Technical Specifications;
 - vii. General and Special Conditions of Contract;

**Contract for the ACQUISITION OF EQUIPMENT AND OTHER EQUIPMENT FOR THE
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EQUIPMENT WITH PROJECT REF. NO. 2025-04G)**

- viii. Supplemental Bid Bulleting, if any; and
- ix. Other contract documents that may be required by existing laws and or the Entity.

- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Entity in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3) The SUPPLIER shall have the following obligations:

- a. Deliver and/or 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;
- b. The supplier shall deliver the goods procured within the agreed timeframe;
- c. Ensure that the goods are packaged in a manner that will adequately protect them from damage or deterioration during transit to their final destination, in accordance with the terms and specifications of the contract and prevailing industry standards.
- d. Provide a warranty for the goods in accordance with the terms specified herein and in compliance with the applicable warranty provisions under RA No. 12009 and its implementing rules and regulations:
 - i. A warranty shall be required from the SUPPLIER in order to assure that defects either patent or latent shall be corrected by the latter.
 - ii. The obligation for the warranty shall be covered by ether 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.
 - iii. 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.
 - iv. 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.
 - v. However, this provision shall not apply to ordinary wear and tear of the goods or equipment.
- e. Represent and warrant 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.

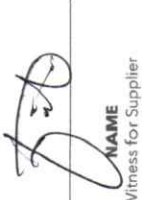

NAME
Witness for Supplier


MR. JAMES CARLO L. ENRIQUEZ
Authorized Representative


MS. MA. DOLORES G. BERSAMINA
Accountant III


DR. RONALD REAGAN T. ALONZO
Vice President for Administration and Finance


DR. JAMESON H. TAN
SUC President III



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Vice President for Administration and Finance



DR. JAMESON H. TAN
SUC President III

- f. Provide any or all of the materials, notifications, and information pertaining to spare parts¹ manufactured or distributed by the Supplier:
- 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;
 - Such spare parts that the Procuring Entity may be able to purchase from other suppliers/manufacturers but are compatible with the goods procured; and
 - In the event of termination of production of the spare parts:
 - Advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - 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.
- g. 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.
- h. The Supplier shall be solely and fully responsible for the payment of all taxes, duties, license fees, and other related charges incurred in connection with the delivery of the contracted goods to the Entity, until such delivery is duly completed.
- i. The SUPPLIER shall indemnify and hold harmless the Entity, including its officers and employees, from and against any and all liabilities, damages, claims, suits, costs, and expenses arising from defects in the goods or services, including those resulting from criminal negligence, willful misconduct, or infringement of intellectual property rights attributable to the SUPPLIER. This indemnity shall apply whether the claim arises in contract, tort, or otherwise, and shall extend to any indirect or consequential loss or damage, including loss of use, production, profits, or interest. Provided, however, that the foregoing shall not apply where such liabilities, damages, claims, suits, costs, or expenses are attributable to the gross negligence of the Entity.
- 4) The Entity shall have the following obligations:
- The inspection and acceptance process shall commence within twenty-four (24) hours, or at the earliest practicable time, from the date of delivery of the equipment, and shall be completed without undue delay; provided, that inspection and acceptance need not be conducted or completed on the same day.
 - 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.
- 5) The Supplier hereby covenants with the Entity to provide the goods and services within Ninety (90) Calendar Days, upon receipt of Notice to Proceed.

¹ 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.


NAME
Witness for Supplier


MR. JAMES CARLO L. ENRIQUEZ
Authorized Representative


MS. MA. DOLORES G. BERSAMINA
Accountant III


DR. RONALD REAGAN T. ALONZO
Vice President for Administration and Finance


DR. JAMESON H. TAN
SUC President III

- 6) Liquidated damages (LD) shall be imposed if any or all of the contracted goods remain undelivered on the specified date including duly granted extensions.
 - a. In case of delay in delivery beyond the agreed period or any authorized extensions thereof, the Supplier shall pay the Entity for LD, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Entity.
 - b. The Entity shall deduct the LD from any money due or which may become due the Supplier or collected from any securities or warranties posted by the Supplier, whichever is convenient for the Entity.
 - c. In case the total sum of LD reaches ten percent (10%) of the total contract price, the Entity may rescind the contract AND impose appropriate sanctions over and above the liquidated damages to be paid.
- 7) 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 Pacific Union Insurance Company amounting to **One Million Twenty Thousand Pesos only (P1,020,000.00) which is Thirty Percent (30%)** of the contract price as specified in the Bidding Documents.
- 8) In consideration of the Contract Price of Three Million Four Hundred Thousand Pesos (P3,400,000.00), or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for Acquisition of Equipment and Other Equipment for the Provision of Higher Education Services (Lot 2: Agricultural Laboratory Equipment with Project Reference No. 2025-04G described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
- 9) For the given scope of work in the contract as awarded, all bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances, subject to prior approval from the Government Procurement Policy Board.
 - a. The request for price escalation must be supported by documentation proving the occurrence of such extraordinary circumstances, and it should be submitted to the Department of Economy, Planning, and Development, with the endorsement of the Entity.
 - b. Requests for price escalation can be made for cost items already incurred and must be supported by official receipts or sales invoices. No request shall be made for prospective applications and must adhere to legal and technical parameters under the guidelines.
- 10) The Bulacan Agricultural State College agrees to pay the above-mentioned sum to the Supplier, in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
- 11) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT 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**

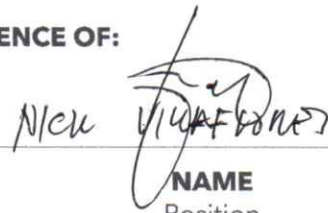
**DIAMOND INDUSTRIAL SYSTEMS
PROVIDER INC.**


DR. JAMESON H. TAN, CESE
SUC President III


MR. JAMES CARLO L. ENRIQUEZ
Authorized Representative

SIGNED IN THE PRESENCE OF:


DR. RONALD REAGAN T. ALONZO
Vice President for Administration and Finance
Witness - Procuring Entity


NAME
Position
Witness - Supplier

Funds Available:


MA. DOLORES G. BERSAMINA
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S.

BEFORE ME, a Notary Public for and in the Province/City of ANTIPOLO CITY, this 31 day of JULY 2025, personally appeared the following persons, who have satisfactorily proven their identities to me through the following competent evidence of identity:

NAME	VALID ID No.	Date/Place
JAMESON H. TAN	Phil. Passport no. P4404793B	DFA Pampanga - Jan. 15, 2020
JAMES CARLO L. ENRIQUEZ		

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 a CONTRACT 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.

Doc. No. 408
Page No. 02
Book No. 14
Series of 2025.

MARCELINO U. ARELLANO
NOTARY PUBLIC
ANTIPOLO, TAYTAY & CAINTA
UNTIL DEC. 31, 2025, ATTY'S ROLL NO. 34025
APPOINTMENT NO. 25-16, RTC OF ANTIPOLO CITY
PTR NO. 9586809 / 1-2-2025
IBP NO. 00828 (LIFETIME) - RIZAL / ISSUED ON 7-5-1996
MCLE COMPLIANCE NO. VII-0008462 / REISSUED ON 10-12-2022
UNIT 1 2ND FLOOR, STA. RITA BLDG., MEDLINE MO. 3 P. BURGOS ST.,
BRGY. SAN JOSE, ANTIPOLO CITY, TEL. NO. 02-8515-3908