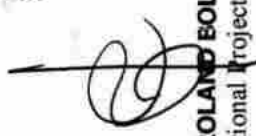




OFFICE OF THE BIDS AND AWARDS COMMITTEE

**Contract on the Construction of State of the Art University Library  
(Completion of State of the Art University Library with Equipment,  
Furniture and Land Improvement) – Lot 3: Other Technological  
Resources**


  
**ROLAND BOLO**  
Institutional Project Officer

**KNOW ALL MEN BY THESE PRESENTS:**

10 MAR 2020

This Contract, made and entered into this \_\_\_ day of \_\_\_\_\_ 2020 in Butuan City, Agusan del Norte, Philippines, by and between:

**CARAGA STATE UNIVERSITY**, a state university created by virtue of Republic Act No. 9854, with principal office at Ampayon, Butuan City, Agusan del Norte, Philippines, represented herein by its University President, **ANTHONY M. PENASO, Ph.D.**, and hereinafter referred to as “CSU”;

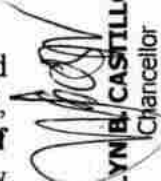
  
**JONATHAN ROLIDA**  
President

- and -


**SOLIDMARK INC.**, a company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business office address at Montilla Boulevard Butuan City with its main office at Pacana Vels Cagayan de Oro City, Misamis Oriental represented in this contract by **JONATHAN ROLIDA**, and hereinafter referred to as the “SUPPLIER.”

**W I T N E S S E T H :**

**WHEREAS**, the Caraga State University Cabadbaran Campus advertised through negotiated procurement - two failed biddings, re-published on December 19, 2019 an Invitation to Bid (ITB) to qualified bidders on the **Construction of State of the Art University Library (Completion of State of the Art University Library with Equipment, Furniture and Land Improvement) – Lot 3: Other Technological Resources**, posted the same in the [www.csucc.carsu.edu.ph](http://www.csucc.carsu.edu.ph) website, the PhilGEPS and a conspicuous place at the premises of the Caraga State University continuously for 4 days;

  
**MARILYN CASTILLO, ED.D.**  
Chancellor

**WHEREAS**, after the opening of the bids on January 8, 2020, and conducted the bid evaluation on the January 8, 2020, the bid submitted by the **SUPPLIER** in the amount of **FOUR MILLION SIX HUNDRED TWO THOUSAND PESOS ONLY (Php 4,602,000.00)** only in Philippine Currency was found to be the Single Calculated and Responsive Bid (SCRB);

  
**ANTHONY M. PENASO, Ph.D.**  
University President

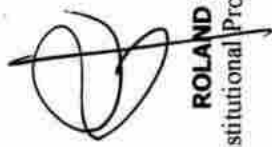
**WHEREAS**, the Board approved on January 30, 2020 the recommendation of the Bids and Awards Committee (BAC) to award contract to winning Bidder for the **Construction of State of the Art University Library (Completion of State of the Art University Library with Equipment, Furniture and Land Improvement) – Lot 3: Other Technological Resources**;

**WHEREAS**, the **SUPPLIER** duly accepted the award by signing its conforme on the said Notice of Award dated January 31, 2020;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the **CSU** and the **SUPPLIER** have agreed, as they do hereby agree, on the contract as follows:

ARTICLE I

**CONTRACT DOCUMENTS**



**ROLAND BOLO**  
Institutional Project Officer

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit:



**JONATHAN ROLIDA**  
President

- (a) General and Special Conditions of Contract;
- (b) Specifications;
- (c) Invitation to Bid;
- (d) Instructions to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Credit line issued by a licensed bank, if any;
- (k) Notice of Award of Contract and the Bidder's conforme thereto;
- (l) Other contract documents that may be required by existing laws and/or the Entity.



**MARILYN B. CASTILLO, ED.D.**  
Chancellor

1.02 The following documents shall also be made integral parts of this Contract as if their contents are incorporated, reproduced and set forth herein, and shall have the same force, effect and applicability as the documents enumerated in the immediately preceding paragraph hereof, to wit:

- a. Duly approved Cost Estimates
- b. Certificate of Availability of Funds/Authority to Pay
- c. Abstract of Bids
- d. Resolution of the BAC Recommending Award
- e. Approval of Award by Approving Authority
- f. Other pertinent documents as may be reasonably required by existing laws and/or the **CSU**



**ANTHONY M. PENASO, PH.D.**  
University President

- 1.03 All Contract documents are and shall remain as property of the CSU.
- 1.04 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

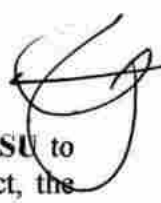
ARTICLE II

**SUPPLIER'S UNDERTAKING  
SCOPE OF WORK**

- 2.01 The **SUPPLIER**, in consideration of the payment to be made by the **CSU** to the **SUPPLIER**, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the *Construction of State of the Art University Library (Completion of State of the Art University Library with Equipment, Furniture and Landscaping) – Lot 3: Other Technological Resources* as follows:

**A. BILL OF QUANTITIES:**

<b>Construction of New State of the Art University Library (Completion of State of the Art Library With Equipment and Furniture and Land Improvement) Lot 3: Other Technological Resources</b>	
2 pcs	<b>Offer:</b> Dowell 32 liters capacity with permanent filter wet & dry-blow function, 20 hrs continuous motor, 1300 watts
2 pcs	50kva, oil immersed self cooled, 240/480, dong mi, made in korea, brand new
10 pcs	Sharp air humidifier 21. Sq.m air purifier with humidifier, 7000 high density pci shower, 5 steps clean sign and dust monitor, micron-mesh pre-filter, heap filter with antimicrobial, non washable deodorizing filter, spot deodorizing function with roller caster ant tank, 2 sensors, off timer, auto louver, side moving caster, rainy/haze mode and timer
2 sets	<b>Offer:</b> Koppel 3TR/4hp floor mounted inverter aircons
2 pcs	Shihlin electric magnetic switch relay
1 roll	Royu 8mm thhn wire
1 unit	PAPER SHREDDER, cuts -8 sheets of 70gsm paper
2 sets	Cleaning Brush Multifunctional Retractable High-Rise Cleaning Glass Tool
1 set	Aluminum Ladder 2x8 steps
4 units	Epson L3110 print, scan, copy
1 unit	Devant smart led tv 65" with wall mount bracket, * TV Type LED, Smart TV *Spec Screen Size 65 inches *Resolution 3840x2160 *Full HD 4K UHD *LED Backlight yes *Dynamic Contrast Ratio 3,000,000:1 *Brightness 500 cd/m2 *Response Time 6ms *Connections HDMI x 2 (2.0), x2(1.4) *Component terminal yes *Network LAN terminal yes *DLNA yes *Others Wall-mounted yes
3 units	Devant smart led tv 40" with wall mount bracket, *40 Smart TV *Resolution: HD Ready 1920x1080 * Built-in ISDB-T Receiver *Supports USB Device: jpeg, mpe3, mkv *Supports HDMI *Vidaa U2 Operating System *Hotel Mode Function *Anyview Cast *VEWD App Store *Netflix/Youtube *TV-Browser *CCS Technology *Global Technology *Global TV System: PLA/NTSC *Response Time: 6ms *Real Surround Sound *Mercury Fee *Perfectly Clear Panel *Audio Power Output: 7W + 7W *Rated Power 100-240V 50/60Hz *Others Wall-mounted yes
1 box	RJ 45
4 boxes	Dlink cat 6e utp wire
5 stocks	High Speed HDMI Cables with Ethernet 10m Connector A Gender: Male Connector A Type: HDMI Ethernet Connector B Gender: Male Connector B Type: HDMI Ethernet

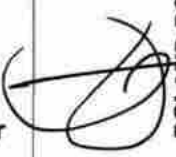
  
**ROLAND BOLO**  
Institutional Project Officer

  
**JONATHAN ROLIDA**  
President


  
**MARILYN B. CASTILLO, ED.D.**  
Chancellor

  
**ANTHONY M. PENASO, Ph.D.**  
University President

	Length: 10m Sheath Colour: Black Offer: High Speed HDMI cables
2 units	Gigabit Ethernet Switch Number of Ports 24 Switch Type Smart Network Speed 10/100/1000Mbit/s RJ45 Ports 24 Network Speed Class Gigabit <b>CISCO SG110-24HP</b>
2 units	Wireless Router 802.11ac wireless with MU-MIMO and AC SmartBeam fast wireless connectivity with increased range and reliability • 10/100/1000 Gigabit Ethernet WAN port for fastpaced Internet access • Four 10/100/1000 Gigabit Ethernet LAN Data Signal Rate : 2.4 GHz Up to 600 Mbps, 5 GHz Up to 1,300 Mbps <b>Brand: TPLink wireless router – AC2300 Wireless MU-MIMO Gigabier Archer</b>
2 sets	Automatic barcode scanner high security speed gate waist height swing turnstile barrier Passing Speed: persons/min 30-40 Barrier Open Time: <=1 second Function: IC Card, Fingerprinter, Barcode, Face Recognition, QR Code with free installation and service maintenance within warranty period
1 unit	Book & Document Scanner with Smart OCR for Mac and Windows, Laser Auto-Flatten & Deskew Technology, Convert to PDF/Searchable PDF/Word/Tiff/Excel Max Paper Size: A3 and A4 Size, 1.5 S/P scanning speed
2 sets	<b>Offer:</b> AD dual channel uhf prof. wireless act9090 ACT. Automatic Channel Targeting CPU-CONTROLLED PLL DIVERSITY LCD DYNAMIC DISPLAY CHANNELS TUNABLE SQL TUNABLE 2 MICROPHONES TECHNICAL SPECIFICATION SYSTEM FREQUENCY RANGES UHF 500MHz ~ 900MHz MODULATION MODE FM PLL NOMINAL/PEAK DEVIATION 25kHz / 48kHz FREQUENCY STABILITY 15ppm AF FREQUENCY RESPONSE 60Hz ~ 18kHz S/N(1mV RF and peak deviation) 110dB A T.H.D at nominal deviation and 1kHz 1%
1 unit	Alto powered loudspeaker 2000 watts 15" model: TS315 2000w peak (1300lf+700hf) 15 inch. (381mm) lfdriver, 3 inch (76mm) high temp voice coil 1.4inch(35mm) neodymium magnet hf driver with precision wave guide Pole mountable wedge monitor bracket, bracket installation of flown application with integrat m10 suspension point Integrated 2 channel mixer with dual xlr link output, contour eq switch, and ground lift switch custom engineered high efficiency class D amplifiers with passive cooling design- on fan means the speaker runs cleaner, quitter and has greater long term reliability design and tuned in the USA
1 unit	Alto zmx 8 channel compact mixer model: zmx122fx ZMX122FX 16 total inputs including xlr jacks, w/phantom power on ch 1-4 On board alesis digital effects w/ 256 variations expanded channel count perfect for small groups or sub mixers 4 mic input channel w/ gold paltd XLR and balanced line inputs two stereo input channel w/ balanced TRS jacks high headroom circuitry offering extra dynamic range Ultra low noise discrete mic preamps 3 band equalizer on each channel Footswitch input for effects on/off (sold separately) 2 aux sends per channel for external effects and monitoring 2 bus design with main and control room ¼ stereo outputs Aux inputs/output for ecternal audio source integration Switchable phantom power
2 sets	Roxtone xlr 3 pin male stereo jack XLR 3 Pin Male Jack to 6.35mm Stereo Male Plug Microphone Mic Cable New (10M)
2 sets	Roxtone xlr 3 pin male stereo jack XLR 3 Pin Male Jack to Female Jack to 6.35mm Stereo Male Plug Microphone Mic Cable New (10M)
2 sets	CCTV CAMERA 32 channel with 8TB HDD- 1000m coaxial cable • CAMERA: 1.3 megapixel 1280 x 960 resolution

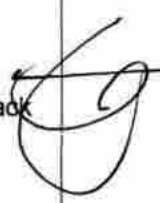
  
**ROLAND BOLO**  
Institutional Branding Officer

  
**JONATHAN ROLIDA**  
President

  
**MARILYN B. CASTILLO, ED.D.**  
Chairperson

  
**ANTHONY M. PENASO, Ph.D.**  
Institutional President

	<ul style="list-style-type: none"> <li>• 1/3" progressive scan CMOS</li> <li>• HD960p video</li> <li>• IR range up to 30m</li> <li>• 2.8mm@ F2.0</li> <li>• 3D DNR / Digital WDR / BLC</li> <li>• IP66 Rating (weather proof) / IK10 Vandal proof</li> <li>• POE Ready (IEEE 802.3af)</li> <li>• Built-in Micro SD Card Slot, up to 128gb</li> <li>• Support remote access thru EZVIZ Cloud P2P both live view &amp; playback</li> <li>• DVR: Third-party network cameras supported</li> <li>• Up to 12 Megapixels resolution recording</li> <li>• Support 1-ch HDMI, 1-ch VGA, HMDI at up to 4K(3840x2160) resolution</li> <li>• 16/32-ch network cameras can be connected with 160M/256M incoming bandwidth</li> <li>• Up to 4 SATA interfaces</li> <li>• Plug &amp; Play with up to 16 independent PoE network interfaces</li> <li>• Support dual-os to ensure high reliability of system running</li> <li>• Support various VCA detection alarm and VCA search</li> <li>• Support H.265/H.264/MPEG4 video formats</li> </ul> <p>Display Monitor Technology: LED  Size: 55 inches LED TV  Keyboard and Mouse: USB Type  Inclusion: Power cord HDMI cable (both port of the cord is hdmi), vga cable,  avr) with free installation and service maintenance within warranty period</p>
15 units	<p>Samsung 10.1 inch.  Model: SMT515 Galaxy tab A  Display: <b>10.1 10.1" WUXGA TFT</b>  Dimension: 245x149.4x7.5mm  Weight: 470g  Camera: 8mpaf+5mpff  Processor: <b>octa core (1.8ghz)</b>  <b>RAM: 3gb</b>  Memory ROM: <b>32gb</b>  Msd: up to 512gb  Battery: 6.150mah  OS: android 9.0 Pie  Network:wifi 3g, LTE ready, kids home, family group sharing, dual speakers with dolby atmos, 2d face recognition</p>
2 sets	<p><b>Offer:</b> Asus GL504GV-ES015T I7 -8750H/16gb/1tb+256gb ssd/nvd2060 6gb/15.6/w10 (scar 11)</p>
2 sets	<p>OMEN by HP Laptop 15-dc1113TX <b>Intel Core i7-9750H</b> (2.6 GHz base frequency (2b), up to 4.5 GHz base with Intel Turbo Boost Technology (2g), 12 MB cache, 6 cores) Intel HM370 8GB <b>DDR4-2666 SDRAM (2x8GB) 1 TB 7200 rpm SATA; 256GB PCIe NVMe M.2 SSD</b> none Windows 10 3-cell, 52 Wh Li-ion polymer 15.6" diagonal FHD 144 Hz IPS anti-glare micro-edge WLED-backlit (1920x1080) <b>Nvidia GTX 1650 4GB DDR5</b> 14.17x10.35x1.02 in 5.32lb "Intel Wireless-AC 9560 802.11 b/g/n/ac (2x2) Wi-fi and Bluetooth 5 Combo (Supporting gigabit file transfer speeds) Disclaimers 9)" YES 1 USB 3.1 Gen 1 Type-C (5GB/s signaling rate, DP1.2, HP Sleep and Charge); 1 USB 3.1 Gen 1 Type-A (HP Sleep and Charge); 2 USB 3.1 Gen 1 Type-A (Data Transfer Only); 1 RJ-45; 1 headphone/microphone combo; 1 AC smart pin; 1 mini DisplayPort; 1 HDMI 2.0 1 multi-format SD media card reader Dual speakers; BANG &amp; OLUFSEN; HP Audio Boost Warranty 2/2/0 Arsenic-free display glass, Mercury-free display backlights, SmartWay, Recycle packaging; Low Halogen (BFR/PVC free); EPEAT Silver register; ENERGY STAR qualified Shadow Black</p>
3 units	<p>Brother computer printer <b>print/scan copy fax</b> model: MFC-T4500dw Efficiency Engineered – A3 Refill Ink Tank Multi-Function Centre with Wireless &amp; Ethernet Connectivity, Automatic 2-sided Colour Print, ADF – Scan/Copy/Fax, Professionally Designed for Fast Print Speeds, Low Cost</p>



**ROLAND BOLO**  
Institutional Project Officer



**JONATHAN ROLIDA**  
President



**MARILYN B. CASTILLO, ED.D.**  
Chancellor



**ANTHONY M. PENASO, PH.D.**  
University President

	High Resolution Photo Quality with Ultra High Yield Ink Bottles, Wifi Direct, Mobile & USB Print Fax, print, scan, copy *22/20 images per minute^   35/27 pages per minute (fast mode) *6500 pages (black)**   5000 pages (colour)**   50% cost savings
2 units	Desktop Computer 68060av-HP IDS ELITEDESK 800G5 TOWER PC Elite desk 800twr g4/g5 Onassis Hp hdmi port Hp 80dg5 twr country kit phiu <b>Amd Radeon rx580 8gb</b> fh 3dp 1hdmi/pclex16gfx Energy star certified <b>256gb</b> m2 2280 pole nvme tlc sow <b>State drive32gb(2x16gb)</b> <b>ddr4 2666 dimm memory</b> Usb business slim wired keyboard phihi Single unit tower g4/g5 packaging Intel core i7 9700 3.0 2666m hz 12m 8c 65w cpu Intel Ethernet 1210-t1 pcle x1gbnic 500w estr epa90 Win10 64bit os dvd+dr dv dp phi No include odd Heat sink 65 watt Intel cfl-r core i7 label OS localization PHIU Windows 10pro 64 1/1/1 material/labor/onsite) TWR Warranty sing Hp optical wired mouse usb  <b>i7-9700K/32GB/250SSD+2TB/23"/8GB/Win10 Pro</b>
20 units	HP 7XD66AA PAVILION TP01-0110D DT PC Intel Core i5 9400F (2.9GHz base frequency(2b), up to 4.1GHz with Intel Turbo Boost Technology(2g), 9 MB cache, 6 cores) Intel <b>H370 8 GB</b> <b>DDR4-2666 SDRAM (1x8GB) 1 TB 7200 rpm SATA; 128 GB PCIe NVMe</b> <b>M.2 SSD</b> DVD-Writer Windows 10 2 x M.2 Expansion Slots HDD 3.5" x 2 (or HDD 3.5" x 1 + HDD 3.5" x 1) + 9.5mm slim ODD x 1 HP 3 WL45AA 22m 21.5-inch Display <b>NVIDIA GeForce GTX 1030 (2 GB GDDR5</b> <b>dedicated)</b> 310 W Gold efficiency power supply USB Black Wired keyboard and mouse combo 6.10 x 11.42 x 13.27 in 5.96 kgs Integrated 10/100/1000 GbE LAN "Realtek Wi-Fi 5 (2x2) and Bluetooth 5 Combo, MU-MIMO supported (Disclaimer 10)" YES Front: 1 x USB3.1 Gen1 Type- C; 4 x USB3.1 Gen1 Type A; rear: 4 x USB2.0 Type-A HP 3-in-1 memory card reader Surround Sound 5.1 Warranty 1/1/0 EPEAT Bronze registered; ENERGY STAR certified Natural Silver <b>Inclusion: Power cord HDMI cable (both port of the cord is hdmi), vga cable, avr</b>

**ROLAND BOLO**  
Institutional Project Officer

**JONATHAN ROLIDA**  
President

TOTAL AMOUNT OF BID (including VAT) - **(Php 4,602,000.00)**

In words: **FOUR MILLION SIX HUNDRED TWO THOUSAND PESOS ONLY**

- 2.02 The **SUPPLIER** agrees to **install the Other Technological Resources** the said university, for and defined in this Contract within ninety (90) calendar days from receipt of Notice to Proceed at its sole cost and expense, and to fully and faithfully furnish all materials, tools, labor supplies, equipment, services and superintendence for the implementation of this Contract in accordance with the schedule in the Contract Documents forming integral parts of this Contract.
- 2.03 Subject to the provision of the preceding paragraph, where the contractor has acknowledged the receipt of the Notice to Proceed but fails to deliver the required good(s), he shall be extended a maximum of fifteen (15) calendar days under liquidated damages to make good his delivery. Thereafter, if the Contractor has not completed the delivery required within the extended period, the subject contract will be cancelled or rescinded.
- 2.04 The **SUPPLIER** recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out on the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the CSU.

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

**ANTHONY M. PENASO, PH.D.**  
University President

- 2.05 The **SUPPLIER** shall, prior to the signing/approval of this Contract, submit to **CSU** a bank guarantee, credit line, or cash deposit certificate as retention money issued by a bank duly authorized/licensed by the Bangko Sentral ng Pilipinas in an amount equal to ten percent (10%) of the approved budget for the contract.

### ARTICLE III

#### CONSIDERATION

- 3.01 For and in consideration of the full, satisfactory and faithful performance by the **SUPPLIER** of all its undertakings defined in and provided for under this Contract and Contract Documents, **CSU** agrees to pay the **SUPPLIER** the total amount of **FOUR MILLION SIX HUNDRED TWO THOUSAND PESOS & 00/100 IN Philippine Currency (Php. 4,602,000.00)**, Philippine Currency, inclusive of all taxes as full compensation for everything furnished and done by the **SUPPLIER** under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the **SUPPLIER** arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

It is agreed and understood that all unit prices specified in this contract shall be considered as fixed prices, and therefore not subject to price escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB). Any request for price escalation under extraordinary circumstances shall be submitted by **CSU** to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the **CSU**.

- 3.02 Payment of the consideration herein above-mentioned shall be upon the **installation of Other Technological Resources** for and defined, and fulfillment by the **SUPPLIER** of all the terms and conditions set forth in this contract, and its final acceptance thereof as certified by **Caraga State University Cabadbaran Campus (CSUCC)**. No payment shall be construed to be an acceptance of a defective items.
- 3.03 Any payment due and payable to the **SUPPLIER** shall be set off against liquidated damages and payable to **CSU** by the **SUPPLIER** under this Contract.
- 3.04 All payments shall be subject to existing government accounting and auditing rules and regulations.

### ARTICLE IV

#### PERFORMANCE SECURITY

**ROLAND BOLO**  
Institutional Project Officer

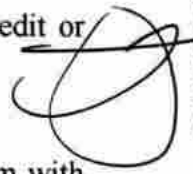
**JONATHAN ROLIDA**  
President

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

**ANTHONY M. PENASO, Ph.D.**  
University President

4.01 To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post upon the signing of the Contract a performance security in the form of cash, manager's check, cashier's check, bank draft/guarantee, irrevocable letter of credit issued by a reputable commercial bank, surety bond, callable on demand, issued by any reputable surety or insurance company duly certified by the Office of the Insurance Commission that the issuer is authorized to issue such security, and acceptable to **CSU**, or a combination thereof as may be required by **CSU**, in accordance with the following schedule:

- a. cash, manager's check, cashier's check, irrevocable letter of credit or bank draft- five percent (5%) of the total contract price
- b. bank guarantee - five percent (5%) of the total contract price
- c. surety bond - thirty percent (30%) of the total contract price
- d. any combination of the foregoing -proportionate to share of form with respect to total amount of security



**ROLAND BOLO**  
Institutional Project Officer

4.02 This performance security shall be posted in favor of **CSU**, and shall be forfeited in favor of **CSU** in the event it is established that the **SUPPLIER** is in default in any of its obligations under this Contract.



**JONATHAN ROLIDA**  
President

4.03 In the execution of the performance security, the following conditions shall be complied with:

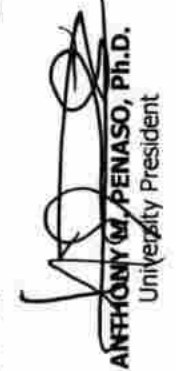
- a. It shall be executed in accordance with the form prescribed in the Section 4.01 hereof
- b. It shall be at least co-terminus with the final completion of the project.
- c. The following provisions shall form part of the performance security:  
"The right to institute action on the penal bond pursuant to Act No. 3688 of any individual firm, partnership, corporation and association supplying the **SUPPLIER** with labor and material for the prosecution of the work is hereby acknowledged and confirmed."



**MARILYN B. CASTILLO, ED.D.**  
Chancellor

4.04 Subject to the conditions of the Contract, the performance security may be released by **CSU** after the issuance of the Certificate of Acceptance of the project, provided that there are no claims for defective units filed against the contractor or the surety company.

4.05 Should any surety upon the bond for the performance of this Contract become unacceptable to **CSUCC**, the **SUPPLIER** shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.



**ANTHONY M. PENASO, Ph.D.**  
University President

ARTICLE V

**COMPLETION TIME; LIQUIDATED DAMAGES**

5.01 The **SUPPLIER** agrees and obligates itself to **install the Other Technological Resources** and defined for in this Contract within ninety (90) CALENDAR DAYS (including Sundays and Holidays), from the date of receipt of the



Notice to Proceed issued by CSU. Notice to Proceed shall be issued after this Contract has been signed by the parties hereof.

- 5.02 Time is of the essence of this Contract. Should the **SUPPLIER** refuse or fail to satisfactorily the **installation of Other Technological Resources** for the **Caraga State University Cabadbaran Campus (CSUCC)** for and defined in this Contract within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the **SUPPLIER** shall pay **CSU** for liquidated damages, and not by way of penalty, an amount equivalent to one-tenth of one percent (0.1%) of the cost for every day of delay (Sundays and Holidays included), until the **installation of Other Technological Resources** are supplied and accepted by **CSUCC**:
- 5.03 The **installation of Other Technological Resources** for and defined in this Contract may be deemed usable when it starts to provide the desired benefits as certified by the Representative of Caraga State University.
- 5.04 It is understood that the damages herein provided are fixed and liquidated damages are agreed. To be entitled to such damages, **CSU** 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 **SUPPLIER** under the contract and/or collect such liquidated damages from the retention money or other securities posted by the **SUPPLIER**, whichever is convenient to **CSU**.
- 5.05 In case that the delay of **installation of Other Technological Resources** for and defined in this Contract exceed a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the **SUPPLIER**, **CSU** may rescind the contract, forfeit the **SUPPLIER**'s performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.
- 5.06 In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be rescinded by **CSU** or award the same to a qualified contractor through negotiation and the erring **SUPPLIER**'s performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the **SUPPLIER** shall pay **CSU** under Section 5.02 hereof and impose other appropriate sanctions.

## ARTICLE VI

### EXTENSION OF CONTRACT TIME

- 6.01 Should there be a possible delay or other special circumstances of any kind whatsoever occur such as to fairly entitle the **SUPPLIER** to an extension of contract time, **CSU** shall determine the length of such extension; provided that **CSU** is not bound to take into account any claim for an extension of time unless the contractor has prior to the expiration of the contract time and within ninety (90) calendar days after the **installation of Other Technological Resources** has commenced or after the circumstances leading to such claim have arisen, delivered to **CSU** notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the **SUPPLIER** of any claim. Upon receipt of full and detailed particulars, **CSU**

**ROLAND BOLO**  
BI Institutional Project Officer

**JONATHAN ROLIDA**  
President

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

**ANTHONY M. PENASO, Ph.D.**  
University President

shall examine the facts and extent of the delay and shall extend the contract time for completing the contract work when, in CSU's opinion, the findings of facts justify an extension.

- 6.02 No extension of contract time shall be granted to the **SUPPLIER** due to (a) ordinary unfavorable weather conditions; and (b) inexcusable failure or negligence of **SUPPLIER** to **install the Other Technological Resources** and defined in this Contract.
- 6.03 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the preparation of the contract documents as agreed upon by the parties before contract perfection.

## ARTICLE VII

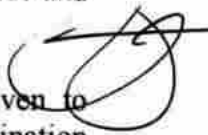
### SUPPLIER'S LIABILITY

- 7.01 The Parties, likewise, hereby agree that the employees of the **SUPPLIER** are not employees of the **CSU**; hence, the **CSU** shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the **SUPPLIER** and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The **SUPPLIER** agrees and binds itself to indemnify the **CSU** for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or conduct of the **SUPPLIER** and/or its employees, sub-contractors, agent and supplier or consultants arising out of or in connection with or on the occasion of the performance of this Contract. The **SUPPLIER** shall, at all times, stand solely liable and/or responsible for the enforcement of, and compliance with all existing laws, rules and regulations and binds itself to save and hold the **CSU** free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

## ARTICLE VIII

### RESPONSIBILITY OF THE SUPPLIER

- 8.01 The **SUPPLIER** shall assume full responsibility for all the **installation of Other Technological Resources** until its final acceptance by the **CSUCC** and shall be held responsible for any damage or destruction the **installation of Other Technological Resources** until such final acceptance.
- 8.02 The **SUPPLIER** shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, installation and the like to be affected by the **installation of Other Technological Resources**.
- 8.03 Any actionable act or acts of the **SUPPLIER'S** employees arising out of or in the course of this Contract shall be understood and binding as an act of **SUPPLIER** and vice-versa.

  
ROLAND BOLO  
Institutional Investment Officer

  
JONATHAN ROLIDA  
Drac-Manit

  
MARILYN B. CASTILLO, ED.D.  
Chairman

  
ANTHONY M. PENASO, Ph.D.  
Institutional Drac-Manit

ARTICLE IX

INSPECTION

- 9.01 Inspection of the **installation of Other Technological Resources** shall be made by CSUCC upon delivery to the Caraga State University Cabadbaran Campus to ascertain that the supplied, **installation of Other Technological Resources** comply in all respects, with the standards and requirements set forth in the Contract Documents. Notwithstanding such inspection, the **SUPPLIER** shall be held responsible for the acceptability of the **installation of Other Technological Resources**. The **SUPPLIER** shall promptly cause to replace all or any **installation of Other Technological Resources** determined by CSUCC as failing to meet the requirements, at the **SUPPLIER's** own expense or cost.

  
ROLAND BOLO  
Instructional Project Officer

ARTICLE X

NON-ASSIGNMENT AND NO SUBCONTRACT

- 10.01 The **SUPPLIER** shall not, without the written approval of the Caraga State University, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contract or any other disposition, shall be sufficient ground for CSU to terminate or cancel this Contract **motu proprio** without need of judicial action pursuant to paragraph 19.01 hereof. Should the CSU give its written approval, such consent shall not relieve the **SUPPLIER** of its responsibilities under the Contract. The **SUPPLIER** shall ensure that the terms and conditions of any such sub-contract shall comply and conform to the terms and conditions of the Contract. The **SUPPLIER** shall be responsible for the observance by any such sub-contractor of the terms and conditions of the Contract.
- 10.02 If any portion of the project sub-contracted is not prosecuted faithfully in accordance with the Contract, the sub-contractor shall be removed or replaced immediately upon the written request of CSU, provided, however, that any failure of CSU to make such a request shall not relieve the **SUPPLIER** of its obligations under the contract. CSU shall not be responsible for the delays or costs incurred by the **SUPPLIER** because of the disapproval or removal of the sub-contractor or because of the late submission of its or his approval.


  
JONATHAN ROLIDA  
President

  
MARILYN B. CASTILLO, ED.D.  
Chancellor

ARTICLE XI

WARRANTY

- 11.01 All deliveries of good(s) by the **SUPPLIER** shall be subject to inspection and acceptance by Caraga State University Cabadbaran Campus. The **SUPPLIER** shall assume full responsibility for the **installation of Other Technological Resources** for and defined in this Contract from the time of supply up to final acceptance by CSUCC and shall be held responsible for any damage or destruction of the **installation of Other Technological Resources**, except those occasioned by force majeure. The **SUPPLIER** shall be responsible for the safety, protection, security, and convenience of the personnel, third parties, and the public at large.

  
ANTHONY M. PENASO, Ph.D.  
University President

11.02 Rejected deliveries of good(s) from the **SUPPLIER** shall be construed as non-delivery of good(s) and shall be subject to the terms and conditions of Article II, Par 2.03 hereof, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its' IRR.

11.03 The **SUPPLIER** shall guarantee his good(s) delivered free from defects. The defect liability period for the project covered by this Contract shall be in accordance with the warranty provided in the herein Terms of Reference reckoned from the final acceptance of the delivered good(s) as certified by Caraga State University.

11.03 After final acceptance of the project by **CSUCC**, the **SUPPLIER** shall be held responsible for manufacturing or existing defects within the warranty period as provided in the Terms of Reference for this Procurement from the date of final acceptance thereof by **CSUCC**. For this purpose, the **SUPPLIER** shall put warranty security in the form of retention money or special bank guarantee confirmed by a universal or commercial bank acceptable to **CSU** in accordance with the following schedule:

- |                           |   |
|---------------------------|---|
| a. Retention Money        | - Ten percent (10%) of the total contract price |
| b. Special Bank guarantee | - Ten percent (10%) of the total contract price |
| c. Cash                   | - Five percent (5%) of the total contract price |

The warranty security shall be stated in Philippine Pesos, shall remain effective during the One (1) year warranty period from the final acceptance and shall be returned only after the lapse of the said warranty period.

## ARTICLE XII

### TAXES, LICENSES, PERMITS AND FEES

12.01 The **SUPPLIER's** tax, licenses, permits, fees and all other taxes, fees or charges of whatever form, kind or nature or which may be due the national and/or local government units and/or its instrumentalities/agencies on account with regard the **installation of Other Technological Resources** stipulated herein, fees for the testing and samples and fees for the testing and inspection by all agencies having jurisdiction and all necessary and incidental expenses relative thereto including preparation of documents and notarial fees shall be paid for and obtained by the **SUPPLIER** on its own account. Should **CSU** be compelled to advance the same, **CSU** is hereby authorized to deduct the amount advanced from whatever amount due the **SUPPLIER** from **CSU**.

12.02 The **SUPPLIER** shall pay taxes in full and on time and that failure to do so shall entitle **CSU** to suspend payment to the **SUPPLIER**. Further, the **SUPPLIER** shall during the term of this Contract regularly present to **CSUCC** a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

12.03 All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.

**ROLAND BOLO**  
B Institutional, Project Officer

**JONATHAN ROLIDA**  
President

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

**ANTHONY C. PENASO, PH.D.**  
University President

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## ARTICLE XII

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**ROLAND BOLO**  
B Institutional Project Officer

**JONATHAN ROLIDA**  
President

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

**ANTHONY C. PENASO, PH.D.**  
University President

ARTICLE XIII

**AGREEMENT MODIFICATION**

- 13.01 No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by the parties hereof.
- 13.02 A variation order (change order/extra work order) may be issued by CSUCC under the conditions set forth in the applicable provisions of Republic Act No.9184 and its Implementing Rules and Regulations.

ARTICLE IX

**INDIVISIBILITY OF OBLIGATION**

- 14.01 It is the intent of the Contract that all the documents, annexes and addenda forming part hereof, shall be read together and that each and every provision or stipulation hereof be given full force, effect and applicability. However, in the event that one or more provisions or stipulations herein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

ARTICLE XV

**REMEDY AND RELIEF**

- 15.01 Should there be any dispute or controversy in connection with this Contract or difference between the Parties arising from the interpretation of this Contract, the Parties hereto shall, as far as practicable, settle the same amicably. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be submitted thereto. Provided, further, that, by mutual agreement, the parties hereto may agree in writing to resort to other alternative modes of dispute resolution. Provided, finally, that the arbitration proceeding shall be without prejudice to the right of CSU to rescind or terminate this contract in accordance with Article XIX, Section 19.01 hereof.
- 15.02 Should the CSU be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the **SUPPLIER** shall be liable to the CSU for attorney's fees in an amount equivalent to Twenty Percent (20%) of the total sum claimed in the complaint, exclusive of other damages and the expenses of litigation. Venue of such court action shall be laid exclusively in the proper court of the City of Butuan, Agusan del Norte, Philippines.
- 15.03 It is clearly understood that in case a dispute or disagreement arises between the CSU and the **SUPPLIER** regarding the manner by which the latter supplied **installation of Other Technological Resources** for and defined in this contract, the **SUPPLIER** shall follow the instruction of the CSU relative



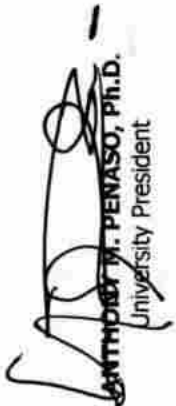
**ROLAND BOLO**  
Institutional Project Officer



**JONATHAN ROLIDA**  
President



**MARILYN B. CASTILLO, ED.D.**  
Chancellor



**ANTHONY M. PENASO, PH.D.**  
University President

thereto, otherwise, it shall have no right to ask for arbitration or go to court for relief.

## ARTICLE XVI

### OTHER COVENANTS


- 16.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.
- 16.02 It should also be clearly understood that any payment or failure of the CSU to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of the CSU shall not be construed or considered as a waiver on the part of the CSU for the enforcement of this Contract, nor shall it relieve the **SUPPLIER** of any of its obligations provided thereunder.
- 16.03 Under no circumstances shall the CSU be held liable for the payment of any extra work, or extra cost of work, change of work, or change order undertaken without the prior written approval of the CSU to perform said work.
- 16.04 Notwithstanding any provision to the contrary, CSU has the right to terminate, cancel and/or rescind this Contract **motu proprio**, in case of breach thereof by the **SUPPLIER**, without need of judicial action by giving at least TEN (10) Days written Notice to that effect to the **SUPPLIER**, which Notice shall be final and binding on all the parties. In such event, the CSU may take over and continue the project and the contracts and agreements entered into by the **SUPPLIER** with third parties, which the CSU in its discretion, may want to assume are hereby conclusively deemed assigned to the CSU. For this purpose, the **SUPPLIER** hereby agrees and obligates itself to incorporate or cause to be incorporated in any contract or agreement with third parties, as same is connected with or related to the performance of any or all of the **SUPPLIER**'s obligations and undertakings hereunder, a stipulation providing for its assignability to and assumption by the CSU, at the option of the CSU. It is further agreed and understood that upon receipt of the Notice mentioned above, the **SUPPLIER** cannot remove, withdraw or pull-out any of the equipment, machineries, tools, materials, and/or supplies brought to the project site without the written approval of the CSU.

Within sixty (60) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation or rescission, including the refund of any and all advances made plus legal interest from date of receipt of the amount or amounts advanced.

- 16.05 The **SUPPLIER** shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the Contract Documents taken together, whether the same may or may not be shown or described particularly in the herein Terms of Reference. Should the **SUPPLIER** find discrepancy in the herein Terms of Reference, it shall immediately refer the same to the CSU, whose decision shall be followed.

  
ROLAND BOLO  
Institutional Project Officer

  
JONATHAN ROLIDA  
President

  
MARILYN B. CASTILLO, ED.D.  
Chancellor

  
ANTHONY P. PERALTA, PH.D.  
University President

- 16.06 The **SUPPLIER** agrees and binds itself to hold and save **CSU** free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this Contract and all injuries that may be suffered by **CSU** due to the failure, negligence, delay or conduct on the part of the **SUPPLIER** and/or its employees in the performance of their obligations under this Contract.
- 16.07 No payment of the contract shall be made to the **SUPPLIER** without the Certificate of Acceptance from the Caraga State University Cabadbaran Campus.
- 16.08 Notwithstanding any extra work, change of work or orders made, if any, by the **CSU**, it is agreed that the same shall be completed within the period herein fixed and provided.
- 16.09 The **SUPPLIER** shall hold the **CSU** free and harmless from whatever suit and hereby binds and obligates itself to indemnify the **CSU** for any and all liabilities, losses, damages, judgment, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust, or non-observance or violation of this Contract or any stipulation and warranty by the **SUPPLIER** and/or any of its employees, agents, representatives or sub-contractors.

**ROLAND BOLO**  
Institutional Project Officer

**JONATHAN ROLIDA**  
President

ARTICLE XVII

**SPECIAL REPRESENTATION**

- 17.01 The **SUPPLIER** hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or data contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of materials facts therein, which if known, could have disqualified the **SUPPLIER** such that this Contract would not have been made and entered into, gives the **CSU** the immediate right or recourse to **motu proprio** rescind, abrogate or otherwise terminate the Contract without need of judicial action, in accordance with Section 19.01 hereof.

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

ARTICLE XVIII

**BUDGETARY REQUIREMENT**

- 18.01 The parties hereto hereby adopt and incorporate herein by reference, Letter of Instruction No. 767 dated 16 November 1978, issued by the Office of the President, as implemented by the Letter Circular, dated 7 December 1978, of the Department of Budget and Management.

**ANTHONY M. BENASO, Ph.D.**  
University President

ARTICLE XIX  
**EFFECTIVITY**

- 19.01 This Contract shall become effective after the same shall have been signed by the Parties hereof.



10 MAR 2020

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on \_\_\_\_ day of \_\_\_\_\_ 2020 in Butuan City, Agusan del Norte, Philippines.

**CARAGA STATE UNIVERSITY**

**SUPPLIER**

By:


By:

  
**ANTHONY M. PENASO, Ph. D.**  
University President

  
**JONATHAN ROLIDA**  
Solidmark Inc., President

WITNESSES:

  
**MARILYN B. CASTILLO, Ed.D.**  
Chancellor

  
**ROLAND BOLO**  
Institutional Project Officer

**CKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF BUTUAN .....)SS.  
x-----)

Before Me, a Notary Public for and in Butuan City, this \_\_\_\_\_ day of \_\_\_\_\_ 2020 personally appeared:

Competent Evidence of Identity (CEI)

ANTHONY M. PENASO, Ph.D

PRC ID 0940285, 8/6/19, PRC Manila

JONATHAN ROLIDA



, who

\_\_\_\_\_ is/are personally known to me  
\_\_\_\_\_ exhibited (a) competent evidence/s of identity/ies as stated above

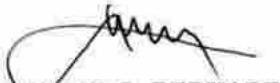
and known to me to be the same person/s who executed the foregoing instruments which consist of two(2) pages including the pages on which the acknowledgments are written, and signed at the left/right margin of each and every page by the parties executing this instrument and their witnesses, and sealed with my notarial seal and she/he/they acknowledged to me that his/her/their signature on the instrument was/were freely and voluntarily affixed by him/her/them for purposes stated therein.

He/She/They further declared that he/she/they has/have the authority to sign in behalf of the principal that he/she/they represent(s).

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

DOC. NO.  
PAGE NO.  
BOOK NO.  
SERIES OF

4/36  
8  
634  
2100



**AUDIE G. BERNABE**  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2021  
Roll No. 37565 - MAY 10, 1991  
PTR No. 1889270/Jan. 3, 2020/ BUTUAN CITY  
IBP No. 052867/Jan. 7, 2020/ BUTUAN CITY  
MCLE COMPLIANCE No. VI-0007797 / 03-12-18