

CONTRACT AGREEMENT

Provision of Potable Drinking Water for Six (6) Months (January – June 2024)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

THIS AGREEMENT made on the _____ day of _____ 2024 between **CARAGA STATE UNIVERSITY CABADBARAN CAMPUS (CSUCC)** of the Philippines (hereinafter called "the Entity") of the one part, represented herein by its University President, **ROLYN C. DAGUIL, PhD**, and **STA CRUZ PURE WATER** of Cabadbaran City, Philippines, (hereinafter called "the Supplier") of the other part and represented herein by its authorized representative, **ERNESTO I. NIÑOFRANCO JR.**;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly, **Provision of Potable Drinking Water for Six (6) Months (January-June 2024)**, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Ninety-One Thousand Five Hundred Eighty-One Pesos Only (Php 91,581.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Request for Quotation;
 - a) Technical Specifications; and,
 - b) General Conditions of the Quotation;
 - ii. Winning bidder's quotation;
 - iii. Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted as prescribed in Annex "H" in 2016 Revised IRR of RA 9184 which include but not limited to:
 - Mayor's/Business Permit
 - PhilGEPS Registration Number
 - Omnibus Sworn Statement (for ABCs above 50K)
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

ERNESTO I. NIÑOFRANCO JR.
Proprietor

ROLYN C. DAGUIL, PhD
University President

RAMIL B. ARANTE, PhD
BAC Chairman


DINAH DUERMIE
Authorized Representative

3. In consideration for the sum of **Ninety-One Thousand Five Hundred Eighty-One Pesos Only (Php 91,581.00)** or such other sums as may be ascertained, **STA CRUZ PURE WATER** agrees to **supply potable drinking water (from January – June 2024)** to **CSUCC** in accordance with his/her/its quotation.
4. **CARAGA STATE UNIVERSITY Cabadbaran Campus** agrees to pay the above-mentioned sum in accordance with the terms of this contract provided that a statement of billing will be submitted to the procuring entity after the complete delivery of goods and services.
5. Parties agreed that contract may be modified upon written agreement/ supplemental contract subject to the requirements set by R.A. 9184 and relevant laws.
6. For 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."
7. The Contract shall be valid for 6 months from the receipt of this contract or upon the completion of delivery of goods and services as stipulated in this contract.

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.

CSU

By:


ROLYN C. DAGUIL, PhD
 University President

STA. CRUZ PURE WATER

By:


ERNESTO I. NIÑOFRANCO JR.
 Proprietor

SIGNED IN THE PRESENCE OF:


RAMIL B. ARANTE, PhD
 BAC Chairman

SIGNED IN THE PRESENCE OF:


DINAH DUERME
 Authorized Representative

ACKNOWLEDGEMENT

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

Before me, a Notary Public for and in Butuan City, this 22 FEB 2024 day of
2024 personally appeared:

Competent Evidence of Identity (CEI)

ROLYN C. DAGUIL, PhD

ERNESTO I. NIÑOFRANCO JR.

-DRIVER'S LICENSE K02-85-003026

Who are known to me to be the same persons who executed the foregoing instrument which consists of 3 pages and known to me to be the same person/s who executed the foregoing instruments which consist of three (3) pages including the page on which the acknowledgment is written, and signed at the right margin of each and every page by the parties executing this instrument and sealed with my notarial seal and they acknowledged to me that their signature on the instrument were freely and voluntarily affixed by them for purposes stated therein.

They further declared that they have the authority to sign in behalf of the principal that they respectively represent.

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

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BOOK NO. 1
SERIES OF 2024

Sheela U. De la Victoria
ATTY. SHEELA U. DELA VICTORIA
Notary Public
Serial No. 50-12-2020
Butuan City and Agusan del Norte
Until December 31, 2024
IBP NO. 387687/01-02-2024/Pasig City
PTR NO. 1039613/01-16-2024/Cabadbaran City
MCLE Compliance VIII-0002211
TIN 424-858-451
Roll No. 82353