Contract Agreement

THIS AGREEMENT made this 21st day of November 2014 between MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY (MINSCAT) – MAIN CAMPUS, a public 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 Alcate, Victoria, Oriental Mindoro, represented by its College President, DR. JESSE T. ZAMORA hereinafter called the “Entity” of the one part and NEW CENTURY BOOKS AND GENERAL MERCHANDISE duly organized and existing under the laws of the Republic of the Philippines with office address at 4/F, Rm 400 Topaz Bldg., No. 101 Kamias Road, Brgy Pinyahan, Quezon City, represented by its Proprietor, MS. JONNALYN NAVA CABASAL, hereinafter called the “Supplier” of the other part;

WHEREAS, the Entity invited Bids for the PROCUREMENT OF E-BOOKS FOR THE COLLEGE LIBRARY OF MINSCAT-MAIN CAMPUS and has accepted a Bid by the Supplier for the supply of the good in the sum of SIX HUNDRED FIVE THOUSAND NINE HUNDRED TWENTY (Php 605,920.00) PESOS 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Entity’s Notification of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the 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.
MINSCAT – MAIN CAMPUS  
Party of the One Part  

By:  

JESSE T. ZAMORA, Ed.D.  
SUC President II  

ENGR. ARVIN P. TOLENTINO  
Director for Auxiliary Services  

NEW CENTURY BOOKS & GEN. MDSE  
Party of the Other Part  

By:  

JONNALYN NAVA CABASAL  
Proprietor  

Witness:  

VICENTE G. HERNANDEZ  
VP for Administration & Finance

Republic of the Philippines  
PROVINCE OF ___________________________  S.S.

At the abovementioned, this ____ day of __________________________, personally appeared the following:

<table>
<thead>
<tr>
<th>NAME</th>
<th>PRC/ID NO.</th>
<th>DATE</th>
<th>PLACE OF ISSUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesse T. Zamora, Ed.D.</td>
<td>MMC-41</td>
<td>8-02-2007</td>
<td>Victoria, Or. Mindoro</td>
</tr>
<tr>
<td>Jonnalyn N. Cabasal</td>
<td>UMID: 0033-419-6124-3</td>
<td>SSS</td>
<td></td>
</tr>
<tr>
<td>Vicente G. Hernandez</td>
<td>MCC-0013</td>
<td>01-02-2013</td>
<td>Calapan City</td>
</tr>
</tbody>
</table>

Known to me to be the person(s) who executed the foregoing instrument and acknowledgement that the same is his/her free and voluntary act and deed. This instrument consisting of two (2) pages, and are signed by the parties and their witnesses.

In witness whereof, I have set and affix my seal on the date and place at above stated.

ATTY. GABRIEL U. VILLALUZ  
NOTARY PUBLIC FOR QUEZON CITY  
UNTIL DECEMBER 14, 2014  
PIT RN. 0118062 1/09/2014  
ID RN. 925864 1/09/2014  
Roll No. 35033 / ADM-012 (2013-2014)  
MCLE No. IV 001666