

CONTRACT AND AGREEMENT

FOR THE

PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this ____ day of November 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**";

- and -

WEBCODE I.T SOLUTION a company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business office address at Cabayugan St., Neliaville Subd., Km 11, Sasa, Davao City, represented in this Contract **ISIDRO C. PADPAD**, General Manager and hereinafter referred to as the "**SUPPLIER**."

W I T N E S S E T H :

WHEREAS, the Caraga State University advertised the Invitation to Apply for Eligibility and to Bid of the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY**, posted the same in the www.carsu.edu.ph website, the PhilGEPS and a conspicuous place at the premises of the Caraga State University continuously for 20 days;

WHEREAS, after the opening of the bids on **September 23, 2020**, and conducted the bid evaluation and post qualification on **September 24-25, 2020**, the bid submitted by the **SUPPLIER** was found to be the lowest calculated and responsive bid;

WHEREAS, the Bids and Award Committee, under Resolution No. **42 s. of 2020**, dated **September 30, 2020**, recommended to the CSU Board of Regents, to award the above mentioned Bid to the **SUPPLIER** in the amount of **Forty-one Million Eight Hundred Fifty-two Thousand Two Hundred Eighty-three Pesos and Seventy-five Centavos (Php 41,852,283.75)**, Philippine Currency;

WHEREAS, the **SUPPLIER** duly accepted the award by signing its conforme on the said Notice of Award dated **October 12, 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

- 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


CHIAM P. CANDIA
Business Development Officer


ISIDRO C. PADPAD
General Manager


MA. CORAZON L. TERCERA
End User


ARMIE LEILA M. MORDENO, DPA, CSEE
Vice President for Administration


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as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit:

- (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.

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 of Contract
- e. Other pertinent documents as may be reasonably required by existing laws and/or the **CSU**

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

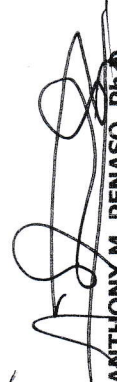
2.01 The **SUPPLIER**, in consideration of the payment to be made by the **CSU** to the **SUPPLIER**, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY, AMPAYON, BUTUAN CITY**, as follows:


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A. BILL OF QUANTITIES:

Item No.	Description	QTY	Unit	Unit Cost	Total Cost
1	PARTITION AND ENCLOSURES WITH FINISHES (LIBRARY SECTIONS) - 12mm thk. Gypsum board drywall (1.20x 2.40), Metal Studs (Ga. 18 x 0.45 x 3.0), Metal track (Ga. 18 x .045), Latex Paint Finish on Drop Ceiling – Latex Paint Finish, Putty, Gypsum mesh, Sanding, Primer, Tape	1675.32	m ²	₱1,995.68	₱3,343,402.62
2	CEILING AND ENCLOSURES WITH FINISHES (LIBRARY SECTIONS) - Drop Ceiling – 12mm thk. Gypsum board drywall (1.20x2.40), Metal Furring (Ga. 18 x .035 x 3.0), Metal Carrying channel (Ga. 18 x .035), Wall Angle 25mm x 25mm x 3.0m, .4mm thk., Gypsum black screw #6 x 1, Pan head framing head screw # 7 x ½, Metal Screw #5 with tox, Latex Paint Finish on Drop Ceiling – Latex Paint Finish, Putty, Gypsum mesh, Sanding, Primer, Tape –	1049.26	m ²	₱1,995.68	₱2,093,987.20
3	SPECIAL ENCLOSURES FOR VOICE INSULATION - 12mm Marine plywood, 25mm foam fabric finish, belcro, 50mm Styrofoam (voice insulation purposes), gun tacker staple 1008J, rugby, round edge	468.16	m ²	₱3,261.23	₱1,526,777.44
4	RE-PAINTING OF EXISTING WALLS - Latex Paint on existing Concrete Wall serves as accent wall design (color subject approval) –	3,192.00	m ²	₱730.13	₱2,330,574.96
5	DOORS - 10mm thk. Tempered Clear Glass single leaf door (800 x 2100mm) aluminum frame with complete door accessories	21	set	₱31,556.00	₱662,676.21
6	DOORS - D-2 12mm thk. Tempered Clear Glass Double leaf door (1800 x 2100mm) with complete door accessories	1	set	₱63,112.01	₱63,112.00500
7	DOORS - Wooden Flash Door – 800 x 1200mm, hardwood door jam with a thickness of 50mm x 100mm, viewing glass 6mm anneal glass	2	set	₱9,418.61	₱18,837.24
8	DOORS - Fire Rated Door, full metal with panic door with holding time of 2 hrs.	1	set	₱122,407.89	₱122,407.89
9	GLASS PARTITION WALLS (INTERIOR) - 10mm tempered glass panel with aluminum analok frame 1000mm x 2200mm	38	set	₱26,866.86	₱1,020,940.68
10	GLASS WRITING WALL	13	set	₱7,301.25	₱94,919.50

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	- 6mm back painted anneal glass with advertising screw 120 x 2000cm				
11	GLASS WINDOW (viewing section) - 6mm tempered glass with white coated aluminum frame – 300mm x 240mm	40	set	₱9,788.82	₱391,552.80
12	C TYPE RE-CONFIGURABLE SOFA - "C" type re-configurable sofa - 4 sections L360cm x W170cm x H85cm - seating height D45cm /per section 120cm - Marine plywood 3/4, paint semi glossy finish, cushion leatherette seating 4 inches foam/3 inches backing with cushion – RECONFIGURABLE. Good for 10 pax,	1	lot	₱132,073.29	₱132,073.29
13	S TYPE RE-CONFIGURABLE SOFA - "S" type re-configurable sofa - 5 sections L360cm x W170cm x H85cm - seating height D45cm - /varies on section sizes – Marine plywood ¾, paint semi glossy finish, Cushion leatherette seating 4 inches foam/ 3 inches backing with cushion - RECONFIGURABLE. good for 10,	1	lot	₱178,415.19	₱178,415.19465
14	U TYPE RE-CONFIGURABLE SOFA - "U" type re-configurable sofa - 3 sections L360cm x W170cm x H85cm - seating height D45cm /per section 240cm– Marine plywood 3/4, paint semi glossy finish, Cushion leatherette seating 4 inches foam/ 3 inches backing with cushion – RECONFIGURABLE. Good for 10 pax,	1	lot	₱107,047.13	₱107,047.73
15	BAGGAGE CABINET - 220cm x 100cm x 35cm – Marine plywood ¾, Paint Finish, with a dimension per cabinet 35cm x 35cm x 35cm, single bag baggage cabinet with numbering section. Can accommodate 180 bags per cabinet,	10	unit	₱13,141.10	₱131,411.10
16	GENERAL RECEIVING COUNTER 500CM x 80CM x 65CM WITH EXTENDED COUNTER TOP 100CM X 120CM X 30CM - a highly customized customer centric design. an area that receive visitors at the same time serve as a monitoring counter of all guest coming in and out of the library. It has attached cabinet, writing desk and it has allotted section for a set of computer. It has extended counter top that serve as an accent design. a combinatino of paint and laminated finish. materials to be used are Marine plywood ¾, Laminated Board ¾, Laminated Board 3mm, Laminates 1mm, interior paint finish,	1	lot	₱100,366.67	₱100,366.67


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	Consumables, with grommet, lighting components (strip lights)				
17	CUSTOMIZED BENCH LOUNGE TYPE - 140cm x 50cm x 40cm – Marine plywood ¾, Paint Finish, Consumables, Cushion leatherette seating 3 inches foam - RECONFIGURABLE, convertible to storage bench with sliding lock mechanism, good for 8 pax	15	unit	P40,914.26	P613,713.60
18	BACK PAINTED ACRYLIC - 4 sections customized intended back lighted wall – 180cm x 240cm x 30cm – Marine plywood ¾, Metal Framing and bracket – angle bar 2x2x2 / 1x1x2 square tube, paint glossy finish, Laminated 3mm wood grain, Consumables	4	lot	P38,161.20	P152,644.80
19	MUSEUM INFO WALL WITH BACKLIGHTING COMPONENTS - back lighted display with a dimension of 42.24 sq mtr. – Marine plywood ¾, Metal Frame – angle bar 1.5 x 1.5 x 2mm/ slotted bar 1.5 x 1.5 x 2mm, laminated board wood grain ¾, Laminated board 3mm wood grain, Laminates 1mm wood grain, Acrylic 5mm, Glass sticker – printed based on design, Consumables,	1	Lot	P329,749.52	P329,749.51763
20	ELLIPTICAL MUSEUM DISPLAY - a modern museum display that can cater a paper based document with a dimension - 120cm x 100cm x 40cm/ 4 sections (2 section per set) – Marine plywood ¾, Laminated finish ¾ wood grain, wood grain PVC edging, Metal Bracket, Consumables,	4	unit	P212,506.64	P212,506.63896
21	CUSTOMIZED DIGITAL STANDEE - acrylic based design with a wood grain based board with a dimesion of 80cm x 150 cm H x 30cm (museum) – Marine plywood ¾, Metal frame – angle bar 1.5 x 1.5 x 2mm/ slotted bar 1.5 x 1.5 x 2mm, Laminated board wood grain ¾, Laminated board 3mm wood grain, Laminate 1mm wood grain, Consumables,	7	Lot	P37,699.52	P263,895.94
22	ELLIPTICAL SOFA - a comfortable customized sofa that can cater 6 person with a dimension of 220cm x 85cm x 55cm / seating – 40cm – Marine plywood ¾, Paint semi-glossy finish, Cushion leatherette seating 3 inches foam/ 2 inches backing with cushion, Consumables,	16	Unit	P50,673.13	P810,770.08
23	ROUND MUSEUM DISPLAY RACK WITH ACRYLIC AND GLASS TOP COVER-D 120CM x 90CM	1	unit	P34,947.51	P34,947.51


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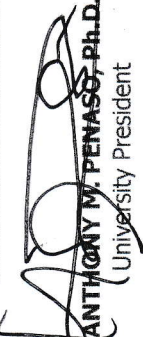
	- highly customized design with touch of modern design made of Marine plywood ¾, Acrylic 2mm, Glass special cut – 6mm, Paint Finish haspe type wood grain with lighting component to add more aesthetic				
24	CIRCULAR POST MUSEUM DISPLAY RACK - elliptical type display cabinet using Marine plywood ¾ with combination of laminated board wood grain ¾ as well as laminated board 3mm wood grain and laminates 1mm wood grain, a 5 layer open display cabinet	1	unit	P37,128.15	P37,128.15
25	READING DOU WITH SHELVES - A highly customized reading duo design with a dimension of 375cm x 90cm x H110cm - Marine plywood ¾, Melamine board 3mm, Laminate 1mm, Paint semi glossy finish, Top coat, Consumables, Cushion leatherette seating 3 inches/ 2 inches back cushion, Attached metal shelves 120x140x30 – 3 layers with wood top,	2	unit	P64,029.42	P128,058.84333
26	WOOD SHELVES WITH CUSTOMIZED BENCH IN THE MIDDLE - Wood Shelves - 200cm x 220cm x 30cm – 3 sets/bench – 100cm x 40cm x 45cm – 2 sets – Marine plywood ¾, Metal frame, Laminated board 3mm, Laminates 1mm, Paint semi glossy Finish, Cushion leatherette seating 3 inches foam, Top coat, Consumables	1	lot	P154,007.70	P154,007.70
27	ELLIPTICAL SHELVES DISPLAY ARCHIVES - 4 section at 120cm x 220cm H x 35cm D – Material to be used are Marine plywood ¾ supported with a Metal frame, Laminated board 3mm, Laminates 1mm, Paint semi glossy finish, Top coat, Cushion leatherette seating 3 inches foam, Consumables, metal bracket	1	lot	P81,774.00	P81,774.00
28	SQUARE TYPE DISPLAY RACK - 50cm x 900cm x 50cm – Marine plywood ¾, Laminated board 3mm, Laminates 1mm, Paint semi glossy finish, Top coat, Consumables	12	lot	P7,087.08	P85,044.96
29	CUSTOMIZED PLATFORM INSTITUTIONAL AWARDS - Customized Platform with a total area of 23.34 sq. mtrs.- Phenolic Board ¾ supported with a Metal Frame – 1.5 x 1.5 x 2mm and Angle Bar – 2 x 2 x 2mm, Vinyl floor finish – 45 x 45 x 3mm, Paint semi glossy wall Finish	1	lot	P110,714.24	P110,714.24


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30	INSTITUTIONAL AWARD AND RECOGNITION DISPLAY RACK CABINET WITH LIGHTING MECHANISM - A wall display area showcasing institutional awards and recognition, Mission and Vision as well as the HISTORY of CSU. Display rack with a dimension of 520cm x 200cm x 35cm/ 460cm x 200cm x 35cm – 6 layers – made of Marine plywood ¾, Laminated wood grain 1mm, Laminated wood grain 3mm, Paint semi glossy finish, with metal frames 1x1x2 and metal brackets to ensure durability and stability	1	lot	₱212,641.84	₱212,641.83864
31	MAGAZINE RACK - display rack cabinet for magazine that can accommodate multiple titles with a dimension of 140cm x 120cm x 30cm made of Marine plywood ¾, Paint semi glossy finish	1	set	₱11,720.94	₱11,720.94
32	ACCREDITATION COUNTER WITH EXTENDED COUNTER TOP - Accreditation counter with a dimension of 180cm x 80cm x 65cm with extended counter top (80cm x 100cm x 30cm)– Marine plywood ¾, Laminated 3mm wood grain, Consumables	1	set	₱42,212.21	₱42,212.20608
33	PRESIDENTS CORNER WITH BACK LIGHTED WALLS - A modern customized display design that showcasing the works and contribution of past and present CSU President. It has a total area of 24.64 sq.mtr – Marine plywood ¾, Metal frame – Angle Bar 1.5x1.5x2mm, Laminated board wood grain ¾, Laminated board 3mm wood grain, Laminates 1mm wood grain, Acrylic 5mm, glass sticker – printed based on design	1	lot	₱120,586.69	₱120,586.68567
34	CUSTOMIZED PLATFORM WALL OF MERIT - Platform wall with a total dimension of 44.14 sq. mtrs. – Made up of a Phenolic Board ¾, Metal Frame – 1.5 x 1.5 x 2mm, Angle Bar – 2 x 2 x 2mm, Vinyl floor finish – 45 x 45 x 3mm, Paint semi glossy Finish, Top coat, Consumables	1	lot	₱234,505.65	₱234,505.64594
35	WALL OF MERIT DISPLAY RACK WITH LIGHTING MECHANISM - A wall that showcasing the academic performance of CSU graduates who pass the licensure exam in good standing. it has a size of 360cm x 200cm x 35cm/880cm x 200cm x	1	lot	₱267,157.84	₱267,157.83864


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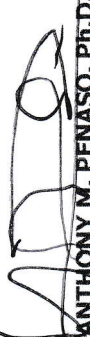
	35cm – multiple layers that can cater the every academic department of the institution – it is made of Marine plywood ¾, Laminated Wood grain 1mm, Laminated wood grain 3mm, Paint semi glossy Finish, lighting components to add aesthetic				
36	QUALMS CABINET - A cabinet design with a dimension of 480cm X 220cm X 40cm with lighting mechanism – 3 layers with cabinet – Marine plywood ¾, Laminated wood grain mm, Paint semi glossy Finish	1	set	₱60,843.75	₱60,843.75
37	AUDITORIUM METAL PLATFORM - 44 sq. mtrs. – Phenolic board ¾, Metal frame angle bar 2x2x4, full weld, Rubber inserts insulation with Vinyl floor finish – 45 x 45 wood grain design	1	lot	₱282,000.50	₱282,000.50
38	READING HUB (MIN AREA) - A customized reconfigurable reading hub. It is ideal for collaborative works, very comfy with a full cushion back and seating, using drop lights to add aesthetic. It has a dimension of 170cm x 140cm x 220cm – Marine plywood ¾, Metal Square tube 2 x 2 x 2, Paint semi glossy Finish, Cushion leatherette seating 3 inches foam/ 2 inches backing with cushion, Seating as a storage, it is good for 4 person per reading hub.	22	unit	₱57,243.75	₱1,259,362.50
39	OPEN SPACE SOFA - a collaborative area with full cushion, it is easy to re-arrange with fix backing support. it has dimension of 180cm x 40cm x 50cm / 140cm x 40cm x 50cm – Marine plywood ¾, Paint semi glossy Finish, Cushion leatherette seating 3 inches foam/ 2 inches backing with cushion, Top coat, Consumables, with storage convertible, good for 6 person per set	21	unit	₱40,938.13	₱859,700.73
40	ELLIPTICAL/ CIRCULAR SOFA - A modernized sofa (220cm x 85cm x 55cm / seating – 40cm) that can cater 6 person – Marine plywood ¾, Paint semi glossy Finish, Cushion leatherette seating 4 inches foam / 3 inches backing with cushion	10	unit	₱50,673.13	₱506,731.30
41	S RECONFIGURABLE SOFA - A comfortable reconfigurable sofa, modern collaborative library furniture that can cater up to 12 person. Materials to be used are Marine plywood ¾, Paint semi glossy Finish, Cushion Leatherette seating 3 inches	1	unit	₱176,359.26	₱176,359.26


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	foam / 2 inches backing with cushion, Top coat, Consumables				
42	CIRCULAR PAD - A grass carpet circular pad with a dimension of 140cm x85cm x55cm / seating 40cm- Marine plywood ¾, Paint glossy metal finish, Cushion leatherette seating 3 inches foam / 2 inches backing with cushion, Grass carpet, Top coat, Consumables. Good for 5 pax	6	unit	₱29,495.90	₱176,975.46
43	CIRCULATION COUNTER - a library counter with extended counter top. Customer centric design with cabinets and wiring mechanism intended for computer and printer. it has a dimension of 220cm x 510cm x 80cm - Depth 65 cm with extended counter top 100cm x 100cm x 30cm – Marine plywood ¾, Marine plywood ¼, Melamine MDF Board ¾, Paint semi glossy Finish, Top coat, Consumables	2	unit	₱59,399.08	₱118,798.16
44	OPEN SPACE DISCUSSION HUB (HUDDLE AREA) - A modernized hub design good for collaborative works with a dimension of 215cm x 200cm H160cm - made of Marine plywood ¾, Paint semi glossy Finish, good for 4 person	6	unit	₱40,399.10	₱242,394.66
45	CIRCULAR POST READING AREA - it a modern reading area design by maximizing the post and make it as an added occupancy element in the library. to add aesthetic, it use drop lights to achieve focus lighting for clearer reading. it has a deminsion of 1.8m diameter with 1.8m x .85m circular table - supported with angle bars, made of Marine plywood ¾, Paint semi glossy Finish, Top coat, Consumables, Cushion leatherette seating 3 inches foam, good for 6 person	3	unit	₱36,530.59	₱109,591.80
46	POST CARREL - a modern carrel design that provides an exclusive section to individuals who would like to be alone. Post carrel desk with a dimension of 60cm x 65cm x H110cm. Marine plywood ¾ supported with a Metal bracket, Paint semi glossy Finish, Top coat, Consumables, good for 1 person	8	unit	₱38,477.59	₱307,820.80
47	READING DOU SMALL - a highly space saver design that provides exclusive sections through its metal with wooden fabric finish partition. Reconfigurable reading duo. Marine plywood ¾ supported with	22	set	₱24,060.47	₱529,330.34


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	Metal Frame square tube 1 x 1 x2mm, Paint glossy metal finish, good for 9 person per set				
48	NEW METAL CARREL WORKSTATION - a highly space saver design that provides exclusive sections through its metal with wooden fabric finish partition. Reconfigurable reading duo. Marine plywood ¾ supported with Metal Frame square tube 1 x 1 x2mm, Paint glossy metal finish, good for 9 person per set	16	set	₱36,715.97	₱587,455.52
49	FILIPINIANA WOOD SEATING - a modern nostalgic piece of furniture that is highly customized with unique reading table that can be re-position in any walls. it has a dimension of 3390mm x 1200mm H800 / seating 450mm - Made up of Marine plywood ¾ with wood grain haspe paint finish, Good for 6 pax.	1	set	₱111,675.47	₱111,675.47111
50	COLLABORATIVE RECTANGULAR READING LOUNGE - a comfortable reading lounge that can cater 3 person with a dimension of 300cm x 50cm x 220cm /40cm seating - Marine plywood ¾, Melamine Board ¾, paint semi glossy Finish, Consumables	4	unit	₱72,518.59	₱290,074.36
51	PERIODICAL SHELVES - A customized periodical shelves with a dimension of 440cm x 30cm H240cm that can display up to 84 periodicals/ journals. It has an individual storage for old issues - Materials to be used are Marine plywood ¾, with clear acrylic display, Paint Semi glossy finish	1	Lot	₱215,485.32	₱215,485.32
52	CIRCULATION COUNTER SHELVES - a shelves intended for reserve books with a dimension of "440cm x 30cm x H240cm" /6 layers shelving, it can display 600 books - Marine plywood ¾ with Laminated board top, Metal frame, Paint semi glossy finish, Top coat, Consumables	2	unit	₱56,463.00	₱112,926.00
53	LOCAL COLLECTION SHELVES - "highly customized local collection shelves" with touch of wood finish intended for local collection - it has 6 layers with a dimension of 900cm x 50cm x 35cm, made of Marine plywood ¾, Laminated board top, Metal frame, Paint semi glossy finish	1	lot	₱129,417.82	₱129,417.82013
54	OPEN SPACE COLLABORATIVE LOUNGE - A comfortable lounge seating with a dimension of 270cm x 40cm x 50cm	4	unit	₱43,391.28	₱173,565.08


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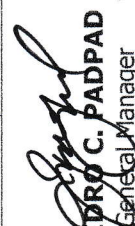
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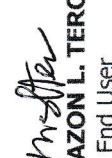
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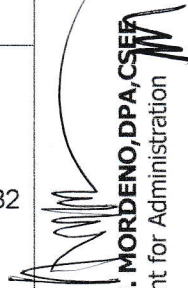
PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY

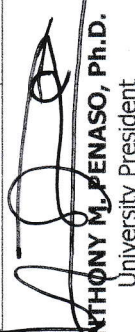
	with writing wall separator – Marine plywood $\frac{3}{4}$, Paint semi glossy Finish, Cushion leatherette seating 3 inches foam, Top coat, Consumables				
55	OPEN SPACE MAKER SPACE SECTION - A minimalist open space design with a dimension of 190cm x 40cm x 50cm with writing wall separator, it is good for collaborative / experimental works – Marine plywood $\frac{3}{4}$, Paint Finish, Cushion leatherette seating 3 inches foam, good for 5 - 6 person per unit	8	unit	P37,699.52	P301,596.16
56	MAKERSPACE WORKING CUSTOMIZED CABINET KIT - Modern customized design cabinet with a multiple cabinet dimension to add more aesthetic and function. It is a 4 layer It has dimension of 180cm x 160cm x 60cm – Marine plywood $\frac{3}{4}$, Metal Frame 1 x 1 x 2mm, Paint Finish, Top coat, Consumables	2	unit	P42,223.46	P84,446.91948
57	CIRCULAR LIBRARIAN'S COUNTER - a counter that has a 360 degree viewing, it has a customized cabinet section, D 240cm x 80cm / table top 65cm / Open area – 120cm with extended counter top serves as accent design – 100cm x 100cm x 30cm – Marine plywood $\frac{3}{4}$, Marine plywood $\frac{1}{4}$, Paint semi glossy Finish, Top coat, Consumables	2	unit	P33,564.89	P67,129.77579
58	W TYPE COLLABORATIVE SOFA LOUNGE - Highly customized reconfigurable sofa with a dimension of 170cm x 85cm x 55cm / seating 40cm (4 sections), comfortable back and seating cushion, – Marine plywood $\frac{3}{4}$, Paint semi glossy Finish, Cushion leatherette seating 3 inches foam / 2 inches backing with cushion, Good for 12 pax	2	unit	P84,011.90	P168,023.82
59	GREEN DESIGN INTERIOR WALL - A new design partition wall with a dimension of 240cm x 30cm x H100cm. Covered with grass carpet and artificial plants to create a unique environment to all readers. made up of Marine plywood $\frac{3}{4}$, , gass carpet finish with artificial plants	12	unit	P36,530.59	P438,367.20
60	NAP PAD - A comfy customized nap pad design with the dimension of 210cm x 90cm x H50cm - it has a individual cabinet that serves as a bag storage, Material to be used are Marine plywood $\frac{3}{4}$ supported with a metal bracket, Paint semi glossy Finish, cushion leatherette bed 4 inches	13	set	P13,385.63	P174,013.19


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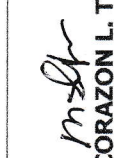
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61	ACTIVITY LOFT – MAIN READING AREA - an library fixture that can cater collaborative works at the same time individual readings. good for group discussions, area for orientation and other related activities in the library. 70 sq. mtr / 10 sq. mtr per section by 5 with huddle area (1.60m x 1.40m x H1.10m) – Materials to be used are Marine plywood ¾, Metal Frame Angle Bar 2x2x6 (full weld), Metal Frame – 2x2x2mm square tube, Rubber inserts, Vinyl floor finish 40 x 40 x 3mm, Cushion leatherette seating 3 inches (40cm x 60cm), with storage, good for 70 person	1	set	P471,870.47	P471,870.47111
62	ACTIVITY LOFT – STORY TELLING AREA - 88 sq. mtr / multi-level loft top 35cm riser per level – Made up of a Marine plywood ¾, supported with a Metal Frame angle bar 2x2x6 (full weld) and a Metal Frame – 2 x 2 x 2mm square tube, Rubber inserts, Vinyl floor finish 40 x 40 x 3mm with grass carpet, Cushion leatherette seating 3 inches (30cm x 40cm), with storage. Good for 40 pax.	1	set	P374,520.47	P374,520.47111
63	MYPITCH LOFT - A theater type loft area good for individual presentation of thesis, business proposal, case studies and others. collaborative area with complete accessories such as writing walls and LED TV. Highly customized loft with a total area of 96 sq. mtr. – Marine plywood ¾, a combination of grass carpet and wood plank vinyl type floor finish, it can cater 40 person	1	set	P225,923.21	P225,923.21153
64	CUSTOMIZED EXHIBIT WALL STAND - Highly customized wall stand design with a dimension of 180cm x 200cm x 30cm - materials to be used are Marine plywood ¾, Melamine Board ¾, Paint semi glossy finish, Top coat, Consumables	6	unit	P23,843.59	P143,061.54
65	CUSTOMIZED ELLIPTICAL EXHIBIT WALL STAND - A unique exhibit wall stand design with a dimension of 560cm x 200cm x 20cm – Marine plywood ¾, Melamine Board ¾, Paint semi glossy Finish, Top coat, Consumables	1	Set	P59,297.14	P59,297.14082
66	BUSINESS CENTER COUNTER - Business counter design with a dimension of 260 cm x 100 cm x 600 cm – Marine plywood ¾, Melamine	1	set	P25,119.77	P25,119.77


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	board ¾, Paint semi glossy finish, Top coat, Consumables				
67	ACTIVITY CENTER PLATFORM - Customized platform with a total area of 91 sq.mtrs – Marine plywood ¾, supported with a Metal Frame angle bar 2x2x4 (full weld), Rubber inserts insulation, Paint semi glossy Finish, Top coat, Consumables	1	lot	₱245,208.89	₱245,208.89
68	LIBRARY CAFÉ COUNTER - "240cm x 100cm x 60cm" - Marine plywood ¾, Granite Stone top finish, Non-Sag Epoxy, Cast, Putty, Primer, Paint Finish, Top coat, Consumables	1	unit	₱86,439.01	₱86,439.01200
69	LIBRARY CAFÉ FOOD COUNTER - a highly customized café food counter with a dimension of 3290cm x 80cm x 60cm – Marine plywood ¾, Granite Stone top finish, Paint semi glossy Finish, Top coat, Consumables	1	unit	₱96,174.01	₱96,174.01200
70	SIGNAGE - 6mm thk. Sticker in acrylic and sticker in sintra board finished (Wall Mounted, Hanging top mounted, table top) for rooms and sticker in sintra board for infographics (54 sets infographics and 200 pcs of different sizes of signages)	1	lot	₱734,019.00	₱734,019.00
71	FLOOR FINISH - Wood plank (subject for selection and approval) – 150mm x 900mm	81.50	m²	₱2,300.77	₱187,513.57
72	FLOOR FINISH - Auditorium floor finish - Carpet tiles 40 x40	279	m²	₱4,186.40	₱1,168,005.60
73	ARTIFICIAL LANDSCAPING - Grass Carpet/ Artificial Plants – main collab. Area (Open Space sofa), Grass carpet & artificial plants – Nap Pad area	1	lot	₱268,320.95	₱268,320.95
74	ROUGHING INS - Roughing Ins (Additional from existing) – EMT Conduit pipes with accessories, Clamp, Flexible hose, Hanger rod, Consumables	1	lot	₱529,805.22	₱529,805.22
75	WIRING AND WIRING DEVICES - Wiring and Wiring Devices (Additional from existing) – 3.5sm – 12mm THHN stranded wire (O), 2.0sm -- 14mm THHN stranded wire (Grounding), Utility box, Junction box, Outlet 2 Gang in universal type with grounding, Switch 2 Gang, Cover plate, Testing and commissioning	1	lot	₱737,242.38	₱737,242.37532
76	LIGHTING FIXTURES - Lighting Fixtures (additional from existing) – Pinlight casing 6" dia. (150 pcs) and Pinlight 15 W LED bulb (234 pcs.) , Directional Light (15 pcs.) , Drop light 32W LED light (60 pcs.),	1	lot	₱803,471.29	₱803,471.29


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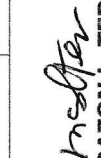
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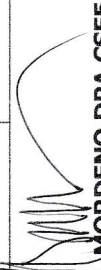
PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY

	Industrial drop lights (24 pcs.), Accent Strip Light 32W LED (51 sets), focus light (20 pcs.)				
77	TABLE - 800mm x 800mm x 750mm, melamine finish, metal frame and stand 1.5 x 1.5 x 2mm, hook bag and PVC edging, metal paint glossy finish, rubber footing, good for 4 person	12	pcs.	₱8,274.75	₱99,297.00
78	TABLE - 700mm x 1600mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm and PVC edging, metal paint glossy finish, rubber footing, good for 6 persons	59	Pcs.	₱13,142.25	₱775,392.75
79	TABLE - 700mm x 1400mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm and PVC edging, metal paint glossy finish, rubber footing, good for 4 persons	28	Pcs.	₱11,195.25	₱313,467.00
80	TABLE - 700mm x 600mm x 750mm, melamine finish, metal frame and stand 1.5 x 1.5 x 2mm, hook bag and PVC edging, metal paint glossy finish, rubber footing good for 4 persons	12	Pcs.	₱4,380.75	₱52,569.00
81	TABLE - 600mm x 1400mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm and PVC edging, metal paint glossy finish, rubber footing, good for 4 persons	16	Pcs.	₱10,221.75	₱163,548.00
82	TABLE - 1800mm x 600mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm, hook bag and PVC edging, metal paint glossy finish, rubber footing, 4 persons	2	Pcs.	₱14,115.75	₱28,231.50
83	TABLE - 700mm x 1500mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm and PVC edging, metal paint glossy finish, rubber footing, good for 1 person	3	Pcs.	₱12,412.13	₱37,236.37500
84	TABLE - 500mm x 1000mm x 750mm, melamine finish, metal frame and stand 1.5 x 1.5 x 2mm and PVC edging, metal paint glossy finish, rubber footing, office desk - good for 1 person	2	Pcs.	₱10,221.75	₱20,443.50
85	TABLE - 600mm x 1000mm x 750mm, melamine finish, metal frame and stand 1.5 x 1.5 x 2mm and PVC	1	Pcs.	₱10,465.13	₱10,465.12500


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	edging, metal paint glossy finish, rubber footing, office desk				
86	TABLE - 700mm x 1000mm x 750mm, melamine finish, metal frame and stand 1.5 x 1.5 x 2mm and PVC edging, metal paint glossy finish, rubber footing, office desk	1	Pcs.	₱10,659.83	₱10,659.82500
87	TABLE - 1600mm x 800mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm, hook bag and PVC edging, metal paint glossy finish, rubber footing, good for 6 pax	4	Pcs.	₱13,872.38	₱55,489.50
88	TABLE - 1600mm x 600mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm, hook bag and PVC edging, metal paint glossy finish, rubber footing, good for 6 pax, accreditation office desk	3	Pcs.	₱13,629.00	₱40,887.00
89	TABLE - 600mm x 1200mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm and PVC edging, metal paint glossy finish, rubber footing, good for 4 person	7	Pcs.	₱12,412.13	₱86,884.87500
90	TABLE - 600mm 'D' x 750mm, melamine finish with metal stand 1 x 2 x 2mm and PVC edging, metal paint glossy finish, good for 3 person,	75	Pcs.	₱5,354.25	₱401,568.75
91	TABLE - D" 50 cm x 50cm, melamine finish with metal stand 1 x 2 x 2mm and PVC edging (center table), metal paint glossy finish,	49	Pcs.	₱4,867.50	₱238,507.50
92	TABLE - D" 40cm x 47cm, melamine finish with metal stand 1 x 1 x 2mm and PVC edging (center table), metal paint glossy finish	13	Pcs.	₱4,624.13	₱60,113.62500
93	TABLE - D" 70 cm x 53cm, melamine finish with metal stand 1 x 1 x 2mm and PVC edging (center table), metal paint glossy finish	15	Pcs.	₱7,057.88	₱105,868.12500
94	TABLE - Center table 50cm x 70cm x 50cm, metal frame and stand 1 x 2 x 2mm, melamine finish with PVC edging (between double sofa), metal paint glossy finish	24	Pcs.	₱5,354.25	₱128,502.00
95	TABLE - Center table 45cm x 45cm x 50cm, metal leg 3/4 x 3/4 x 2mm, melamine finish with PVC edging (open space hub), metal paint glossy finish	29	Pcs.	₱3,017.85	₱87,517.65


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96	TABLE - 120cm x 240cm x 75cm, melamine finish, metal frame and stand 2 x 2 x 2mm and PVC edging – conference room & data center area, metal paint glossy finish, good for 8 pax	2	Pcs.	₱19,226.63	₱38,453.25
97	TABLE - 60cm x 120cm x 75cm, melamine finish, metal frame and stand 1.5 x 1.5 x 2mm and PVC edging – conference room – University Library, metal paint glossy finish, good for 12 pax	6	Pcs.	₱9,978.38	₱59,870.25
98	TABLE - 60cm x 140cm x 75cm, melamine finish, metal frame and stand 1 x 2 x 2mm and PVC edging – conference room – QUALMS, metal paint glossy finish	12	Pcs.	₱10,659.83	₱127,917.90
99	TABLE - "I" Frame 100cm x 70cm x 75cm, melamine finish, metal frame, and stand 1 x 2 x 2mm and PVC edging, metal paint glossy finish, good for 4 persons	16	Pcs.	₱8,274.75	₱132,396.00
100	TABLE - High Table 180x60x100, metal frame and stand 2 x 2 x 2mm, melamine finish with PVC edging, metal Matt paint finish, rubber footing, good for 3 persons,	5	Pcs.	₱11,195.25	₱55,976.25
101	TABLE - High Table 120x50x100, metal frame and stand 2 x 2 x 2mm, melamine finish with PVC edging, metal paint finish, rubber footing, good for 2 persons	23	Pcs.	₱13,142.25	₱302,271.75
102	TABLE - "I" Frame 700mm x 1400mm x 750mm, melamine finish, metal frame, and stand 1 x 2 x 2mm and PVC edging, metal paint glossy finish, good for 4 persons	6	Pcs.	₱9,248.25	₱55,489.50
103	TABLE - 800mm x 1800mm x 750mm, melamine finish, metal frame and stand 2 x 2 x 2mm and PVC edging – business center area (office desk), metal paint glossy finish, good for 1 person,	1	Pcs.	₱17,036.25	₱17,036.25
104	TABLE - High Table 220x60x100, metal frame and stand 2 x 2 x 2mm, melamine finish with PVC edging, metal paint finish, rubber footing, good for 8 persons	4	Pcs.	₱13,142.25	₱52,569.00
105	TABLE - High Table 140x60x100, metal frame and stand 2 x 2 x 2mm, melamine	6	Pcs.	₱9,248.25	₱55,489.50

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	finish with PVC edging, metal paint finish, rubber footing, good for 2 persons				
106	CHAIR - Theater Seat - Fabric finish with flip up integral cup holder, strong steel structural support, high density foam with special high grade fabric upholstery	134	Pcs.	₱15,089.25	₱2,021,959.50
107	CHAIR - customized Sofa Double 130cm x H82mm x D 60mm, metal frame # 16 round tube, leatherette finish, with seating lose cushion 150mm and backing cushion 100mm, metal paint glossy finish, high durable, good for 2 person	52	Pcs.	₱13,142.25	₱683,397.00
108	CHAIR - customized Sofa Single 650cm x H82mm x D 60mm, metal frame round tube # 12, leatherette finish, with lose seating cushion 150mm and backing cushion 100mm, metal paint glossy finish, high durable	76	pcs	₱7,301.25	₱554,895.00
109	CHAIR - Ottoman customized 80 x 80, wood frame, leatherette finish two tone with metal stand matt paint finish, good for 2 person	6	Pcs.	₱3,163.88	₱18,983.25
110	CHAIR - Staff chair with armrest, thick cushion and grey fabric, 360 degrees swivel function, 280mm nylon base and casters, pneumatic height adjustment and tilt mechanism, ergonomic and dynamic which will provide comfort and durability,	16	Pcs.	₱4,380.75	₱70,092.00
111	CHAIR - Executive Chair High Back, chromed steel, 320mm base sized, base capacity is 300 kgs, 120D gas lift type, PP caster type, tilt lock mechanism, 2mm mechanism thickness, 100 kgs seating capacity, tilt lock function, pneumatic height adjustment, 360 swivel function,	3	Pcs.	₱9,248.25	₱27,744.75
112	CHAIR - Visitor Chairs, chrome steel, fabric upholstery, 100 kgs base capacity, 1.3mm mechanism thickness, chair seating capacity 80 kgs., stackable	2	Pcs.	₱1,947.00	₱3,894.00
113	CHAIR - Meeting Chair, thick ergonomic cushion, mesh backrest, pneumatic height function, 360 degrees swivel function, special breathable mesh fabric, 280mm nylon base and casters, ergonomic and dynamic	4	Pcs.	₱3,407.25	₱13,629.00


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114	CHAIR - Conference Chair - mid back with full mechanism, mesh type, pneumatic height adjustment, 360 swivel function, modern armrest, 320mm nylon base, tilt mechanism - QUALMS,	24	Pcs.	₱8,274.75	₱198,594.00
115	CHAIR - Conference Chair – mid back, mesh finish, thick ergonomic cushion, black high quality Korean upholstery, weight capacity 100 kgs., tilt lock mechanism, 300mm chromed steel based and pp casters, pneumatic height adjustment, 360 degrees swivel function, ergonomic and dynamic (Uni. Librarian / Data Center)	18	Pcs.	₱5,354.25	₱96,376.50
116	CHAIR - High Chair, metal frame using round bar # 16 with back and seating cushion, 150 kgs weight capacity, matt paint finish, highly durable	150	Pcs.	₱3,650.63	₱547,593.75
117	CHAIR - Standard Chair, metal frame and polypropylene, 100kgs weight capacity, 100kgs. Base capacity, stackable	591	Pcs.	₱2,190.38	₱1,294,514.58
118	CHAIR - Discussion Room - Low back Visitor Chair, sled type with fixed armrest. Mid Back Guest Fabric Chair size: 63W x 60D x 91H cm, base capacity is 200 kgs, seating capacity 90 kgs., mechanism fixed type, pp backrest with perforated holes, thick ergonomic cushion	72	Pcs.	₱4,088.70	₱294,386.40
119	CHAIR - Ottoman customized 40cm x 40cm x 35cm, wood frame, leatherette finish with rubber footing	79	Pcs.	₱1,703.63	₱134,586.77
120	CHAIR - Coffee Chair, metal frame, wood seating and backing, matt paint finish	15	Pcs.	₱2,920.50	₱43,807.50
121	CHAIR - Pitch Chair, polypropylene, with floor mounting bracket, double wall in order to prevent cracking and tearing,	48	Pcs.	₱1,800.98	₱86,447.04
122	CHAIR - Executive Chair mid back, mid back, mesh finish, thick ergonomic cushion, black high-quality Korean upholstery, weight capacity 100 kgs., tilt lock mechanism, 300mm chromed steel based and pp casters, pneumatic height adjustment, 360 degrees swivel function, ergonomic and dynamic,	2	Pcs.	₱5,354.25	₱10,708.50
123	SHELVES - Full Height, Single Face – H220cm x W120cm x D60cm at 6 layered	81	set	₱20,930.25	₱1,695,350.25


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	shelves with ends and infographics - 1.3 thickness G.I sheet shelves top per layer, 1.3 thickness G.I sheet for book middle book stopper and L/R Stoppers, ¾ metal tek screw, marine plywood ¾ shelves wall/ top, 4mm sintra board for infographics with 4 layer inserts, sticker in sintra board, 19mm x 40mm rubber stopper, Gloss finish,				
124	BLINDS - roller blinds, sunscreen standard, eliminate glare while maintaining unobstructive view to the outside scenery, Control of workstation screen reflections, Reduce heat gain-excellent thermal comfort, - Considerable energy saving-recude cost,	1	lot	P578,843.13	P578,843.13
TOTAL					P 41,852,283.75

TOTAL AMOUNT OF BID (including VAT) - **(Php 41,852,283.75).**

In words: **Forty-one Million Eight Hundred Fifty-two Thousand Two Hundred Eighty-three Pesos and Seventy-five Centavos.**

- 2.02 The **SUPPLIER** agrees to supply and deliver the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** at the said university, for and defined in this Contract within **Two Hundred Ten (210) 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 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**;
- 2.04 The **SUPPLIER** shall, prior to the signing/approval of this Contract, submit to **CSU** a performance security in any forms identified in accordance with Section 39 of the RA 9184 and its revised IRR which is also stated in article 4.01 of this 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, the **CSU** agrees to pay the **SUPPLIER** the total amount of **Forty-one Million Eight Hundred Fifty-two Thousand Two Hundred Eighty-three Pesos and Seventy-five Centavos (Php 41,852,283.75)**, 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


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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 supply and delivery of the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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**. No payment shall be construed to be an acceptance of a defective unit.
- 3.03 Payments may be made upon requests of the supplier upon each progress billing provided it is stipulated in the PBD.
- 3.04 Any payment due and payable to the **SUPPLIER** shall be set off against liquidated damages and payable to the **CSU** by the **SUPPLIER** under this Contract.
- 3.05 All payments shall be subject to existing government accounting and auditing rules and regulations.

ARTICLE IV


PERFORMANCE SECURITY

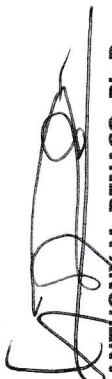
- 4.01 To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post upon the signing of the Contract a performance security in the form of cash, manager's check, cashier's check, bank draft/guarantee, irrevocable letter of credit issued by a reputable commercial bank, 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 or Cashier's/manager's check issued by a Universal or Commercial Bank- **five percent (5%) of the total contract price**
 - b. Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank - **five percent (5%) of the total contract price**
 - c. surety bond - **thirty percent (30%) of the total contract price**
- 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.
- 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


CHIAM P. CANDA
Business Development Officer


ISIDRO C. PADPAD
General Manager


MA. CORAZON L. TERCERA
End User


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- 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."
- 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 the **CSU**, 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.

ARTICLE V

COMPLETION TIME: LIQUIDATED DAMAGES


- 5.01 The **SUPPLIER** agrees and obligates itself to the supply and delivery of the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** for and defined for in this Contract within **Two Hundred Ten (210)** 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 supply and deliver the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** for the Caraga State University 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 the **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 **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** are supplied, delivered and accepted by the **CSU**:
- 5.03 The **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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 agreed liquidated damages and 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 in the supply and delivery of the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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


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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 supplier has prior to the expiration of the contract time and within Fifty (50) calendar days after the supply and delivery of the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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** 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 supply and deliver the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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


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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 **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** until its final acceptance by the **CSU** and shall be held responsible for any damage or destruction of **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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 supply and delivery of **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY**.
- 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.

ARTICLE IX

INSPECTION

- 9.01 Inspection of the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** shall be made by the **CSU** upon delivery to the Caraga State University to ascertain that the supplied, delivered **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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 **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY**. The **SUPPLIER** shall promptly cause to replace all or any **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** determined by the **CSU** as failing to meet the requirements, at the **SUPPLIER'S** own expense or cost.

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 the **CSU** to terminate or cancel this Contract **motu proprio** without need of judicial action pursuant to paragraph 19.01 hereof. Should the **CSU**


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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 the **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.

ARTICLE XI


WARRANTY

- 11.01 All deliveries of good(s) by the **SUPPLIER** shall be subject to inspection and acceptance by Caraga State University. The **SUPPLIER** shall assume full responsibility for the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** for and defined in this Contract from the time of supply and delivery up to final acceptance by the **CSU** and shall be held responsible for any damage or destruction of the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY**, 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.
- 11.02 Rejected deliveries of good(s) from the **SUPPLIER** shall be construed as non-delivery of good(s) so delivered 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 the **CSU**, 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 the **CSU**. 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 - One percent (1%) of every progress payment
 - b. Special Bank guarantee - One percent (1%) of the total contract price

The warranty security shall be stated in Philippine Pesos, shall remain effective during the warranty period and shall be returned only after the lapse of the said warranty period.

ARTICLE XII


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FOR THE

PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY 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 **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** 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 the **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 **CSU** 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.

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 **CSU** under the conditions set forth in the applicable provisions of Republic Act No.9184 and its Implementing Rules and Regulations.


ARTICLE XIV

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.


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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 and delivered the **PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY** for and defined in this contract, the **SUPPLIER** shall follow the instruction of the **CSU** relative thereto, otherwise, it shall have no right to ask for arbitration or go to court for relief.

ARTICLE XVI


OTHER COVENANTS

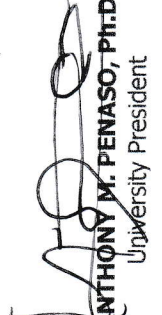
- 16.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.
- 16.02 It should also be clearly understood that any payment or failure of the **CSU** to 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, the **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


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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 thirty (30) 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.
- 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.
- 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.

ARTICLE XVII

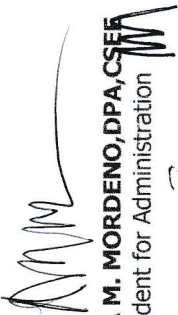
SPECIAL REPRESENTATION

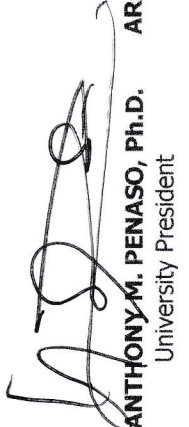
- 17.01 The **SUPPLIER** hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or data contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of materials


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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.

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.


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FOR THE

**PROVISION OF FURNITURE AND FIXTURES FOR THE
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LIBRARY**

**ARTICLE XIX
EFFECTIVITY**


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

11 NOV 2020

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

CARAGA STATE UNIVERSITY

By:



ANTHONY M. PENASO, Ph. D.
University President


SUPPLIER


By:


ISIDRO C. PADPAD
General Manager

WITNESSES:


ARMIE LEILA M. MORDENO, DPA, CSEE
Vice President for Administration/
BAC Chairperson


CHIAM P. CANDA
Business Development Officer


MA. CORAZON L. TERCERA
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ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Butuan, Agusan del Norte, Philippines,
this 11 day of June, 2020 personally appeared:

NAME CEI NO. DATE/PLACE ISSUED

1. ANTHONY M. PENASO, Ph. D. EC 2046341
2. ISIDRO C. PADAD

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the juridical person they represent.

This instrument is a Contract for the PROVISION OF FURNITURE AND FIXTURES FOR THE CONSTRUCTION/COMPLETION OF THE STATE-OF-THE ART UNIVERSITY LIBRARY of Caraga State University of Ampayon, Butuan City of thirty (30) pages, including this page where the Acknowledgment is written. Pages 1 to 28 and 30 are signed on the right margin thereof and page 29 is signed at the corresponding spaces provided therefor by the Parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this 11 NOV 2020 day of November, 2020 at Butuan City, Agusan del Norte, Philippines.

NOTARY PUBLIC

JONLITO O. PINGAL

Notary Public - Davao City
PTR O.R. No. 3655633C - 12/19/19
IBP O.R. No. 097074 - 12/10/2019
Until December 31, 2020 - Roll No. 44687
Serial No. 2019 - 114 - 2020
TIN No. 129-190-062

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Page No. 16;
Book No. 17;
Series of 2020.

CHIAM P. CANDA
Business Development Officer

ISIDRO C. PADPAD
General Manager

MA. CORAZON L. TERCERA
End User

ARMIE LEILA M. MORDENO, DPA, CSEA
Vice President for Administration

ANTHONY M. PENASO, Ph.D.
University President