

Contract Form

CONTRACT FOR PROVISION OF TECHNICAL AND SCIENTIFIC EQUIPMENT FOR THE OPERATION OF DA-ACEF – UPGRADING OF PLANT TISSUE CULTURE LABORATORY

This CONTRACT executed on the 29th day of December 2025 by and between:

Caraga State University, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

Medical Test Systems, Inc. a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at Suite B 5/F DAO 1 Building 189 Salcedo Street, Legaspi Village, Makati City, hereinafter called "the Supplier/Contractor/Consultant".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly the procurement of tools and machinery that improve the laboratory's research and operational functions, and serve as a training center for students which delivers a high-quality education in agriculture and agri-industry;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Four Million Two Hundred Fifty-One Thousand Five Hundred Fourteen Pesos (P 4,251,514.00)**, hereinafter referred to as the "Contract Price."

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

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
 - a. Philippine Bidding Documents (PBD);
 - *For Procurement of Goods*
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iv. Bid Data Sheet;
 - v. Schedule of Requirements;

- vi. Technical Specifications;
 - vii. General and Special Conditions of Contract;
 - viii. Supplemental Bid Bulletins, if any; and
 - ix. Other contract documents that may be required by existing laws and/or the Entity.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract, and the Bidder's Conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of **Four Million Two Hundred Fifty-One Thousand Five Hundred Fourteen Pesos (P 4,251,514.00)**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the **Provision of Technical and Scientific Equipment for the Operation of DA-ACEF – Upgrading of Plant Tissue Culture Laboratory** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
4. The **Caraga State University** agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity

REDACTED

ROLYN Q. DAGUIL, Ph.D.
University President

For the Bidder

REDACTED

CLENE ROSE F. PALLE
Senior Sales Specialist

Signed in the presence of:

REDACTED

MICHELLE V. JAPITANA, D.Eng.
Chairperson, Bids and Awards Committee
Witness – Procuring Entity

REDACTED

JEANY ROSE MELCHOR

Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the VALENCIA CITY, City/Province of BUNGEON, this 29 day of DEC 2025, 20 , personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this 29th day of December 2025

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Series of 2071

REDACTED **REDACTED**

FRANCISCO L. VASIG, JR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025
IBP NO. 481153 12/5/2024
PTR NO. 6123033 1/2/2025
TIN 106-036-894
ROLL NO. 23109
NOT. COMM./NO. 13-25