



Republic of the Philippines
BENGUET STATE UNIVERSITY
La Trinidad, Benguet
Tel No. (074) 422-2176

CONTRACT

Contract No. 2023- 02

THIS CONTRACT, made this JAN 03 2023 day of JAN 03 2023 between:

BENGUET STATE UNIVERSITY (BSU), a chartered public educational institution of higher learning, established and existing under the laws of the Republic of the Philippines having principal office at La Trinidad, Benguet, herein represented by its President, **FELIPE SALAING COMILA**, Ph.D., hereinafter referred to as "**BSU**";

and

COBELLIAM CORPORATION, a private corporation duly organized and existing under the laws of the Republic of the Philippines having principal address at Obulan, Beckel, La Trinidad, Benguet represented by its President **ANABELLE A. LUSPIAN** hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the University needs to engage a supplier for fuels, lubricants and other supplies for purposes of its operation and use of its generators, tractors, mowers, water pumps, university vehicles and other equipment, herein called the "**PROJECT**";

WHEREAS, in accordance with the provisions of the Government Procurement Reform Act (RA 9184) the University posted an Invitation to Bid (ITB) and conducted the requisite bidding process for the procurement of such fuel, lubricants and other supplies with an Approved Budget for the Contract (ABC) of PhP 3,242,000.00, Philippine Currency;

WHEREAS, in response to the invitation, only **COBELLIAM CORPORATION** bought bid documents and dropped its bid before the scheduled submission at 2 p.m. on December 07, 2022.

WHEREAS, upon checking and verification of the legal and technical requirements submitted by the bidder, **COBELLIAM CORPORATION** was declared by the Bids and Awards Committee (BAC) for Goods and Services as the Single Calculated Bid (SCB).

WHEREAS, after a thorough post qualification evaluation conducted by the BAC on the legal, technical and financial qualification of the herein Corporation, the BAC declared that the bid of herein Corporation as the Single Calculated Responsive Bid (SCRB) for the Project in the amount of **PHP 3,241,000.00**;

WHEREAS, the offer of **COBELLIAM CORPORATION** to supply fuel, oil, and other lubricants on a thirty-day (30) credit for a period of one year has been found to be most advantageous to the University.

WHEREAS, to guarantee its faithful performance of and compliance with its obligations under this contract, the supplier has posted the required performance security;

NOW THEREFORE, foregoing premises duly considered, the herein parties hereby mutually agree to the following terms and conditions:

1. **TERM.** This contract shall take effect January 03, 2023 until December 31, 2023.
2. **UNDERTAKINGS:**

CHRISTOPHER MATT LUSPIAN
Corporate Secretary

MATIAS C. ANGIWAN, Jr.
Chief Administrative Officer, BSU

ALLAN C. SACRA
Vice for Admin & Finance

ANABELLE A. LUSPIAN
President, Cobellian Corp.

FELIPE SALAING COMILA
University President, BSU

IMELDA F. CALINATO
Accountant W. BSU

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them under the provisions of RA 9184 and it's Implementing Rules and Regulations and pertinent issuances.
 - 2) In consideration of the payments to be made by BSU to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants to **provide the fuels, lubricants, other supplies**, and services to remedy any defects or deficiency therein, in conformity in all respects with the provisions of the Contract.
 - 3) BSU hereby covenants to pay the SUPPLIER in consideration of the supplies and services and the remedying of defects or deficiencies 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.
 - 4) The SUPPLIER shall provide the kind and quantity of the fuels, lubricants and other supplies/products to BSU upon presentation of the duly approved GAS/FUEL WITHDRAWAL SLIP that indicates the kind and quantity authorized to be withdrawn, and issue the corresponding charge invoice at a retail pump prices;
 - 5) The Office of the Vice President for Administration and Finance (OVPA~~Ad~~F) or Office of the President (OP), or in their absence the Chief Administrative Officer (CAO) for Administrative Services of BSU, shall be the recognized sole authority and signatory, in the alternative, in the GAS/FUEL WITHDRAWAL SLIPS that shall be presented to the SUPPLIER; and that the same offices shall be the receiving office for the charge invoices and one (1) copy of the approved GAS/WITHDRAWAL SLIPS; and
 - 6) BSU shall pay the SUPPLIER the amount corresponding to the bill of the previous month within ten (10) working days upon receipt thereof, subject to existing accounting rules and regulations.
3. **DOCUMENTS.** The following documents shall form part of this contract and the parties hereby bind themselves to strictly adhere to each and every provision thereof, to wit:
- a. Invitation to Bid
 - b. Bid Data Sheet & Instruction to Bidders
 - c. General Condition of Contract & Special Condition of Contract
 - d. Bid Proposal of the bidder (Technical and Financial)
 - e. Technical Specifications i.e 24/7 operation
 - f. Abstract of Bid as Read
 - g. Abstract of Bid as Calculated
 - h. BAC Resolution Recommending Award
 - i. Notice of Award with Bidders Conforme
 - j. Performance Security
 - k. Notice to Proceed
4. **VIOLATION.** Any violation/s of the provisions of the contract by the SUPPLIER or its assigned personnel, as may be properly determined by the UNIVERSITY shall be sufficient cause for the imposition of an equivalent penalty such as fines, suspension, and even the pre-termination of the contract, without need of judicial demand or action upon a ten-day (10) prior notice to the Corporation.
5. The provisions hereof not found in any other existing and similar contract between the same parties shall be deemed incorporated and applicable to such existing contracts, and shall be considered as an amendment thereof.

COBELLIAM CORPORATION
(By virtue of res.no ____ of the BOD)

By:


ANABELLE A. LUSPIAN
President

BENGUET STATE UNIVERSITY

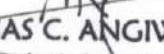
By:


FELIPE SALDAÑA COMILA, Ph.D.
University President

Witnesses:


CHRISTOPHER MATT LUSPIAN
Corporate Secretary


ALLAN C. SACPA
Vice-President for Administration &
Finance


MATIAS C. ANGIWAN, JR.
Chief Administrative Officer-
Administrative Services

FUNDS AVAILABLE:


IMELDA B. GALINATO, Ph.D.
University Accountant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
La Trinidad, Benguet) S.S.


BEFORE ME, a Notary Public for in the Province of Benguet, Philippines, this 10th day of January, 2023, personally appeared:

Name	Valid Government-Issued ID	CTC No., Date and Place of Issue
FELIPE SALAING COMILA	BSU ID No.: 010169	
ANABELLE A. LUSPIAN	ID No. <u>265-754-858-000</u> (BIR TIM)	

And their instrumental witnesses. Known to be the same persons who executed the foregoing Contract consisting of four (4) pages including this page wherein this acknowledgement is found, and the respective establishments they represent.

IN WITNESS WHEREOF, I hereby set my hand and seal in the date and place first above written.

Doc. No. 68 ;
Page No. 15 ;
Book No. I ;
Series of 2023.


FRITZ LOMEREZ MORENO
Notary Public for and in the Province of Benguet
Notarial Commission (22-J-NC-0588), until Dec. 31, 2023
Roll No: 69947/TIN: 701-168-991 LTB
PTR No: OR NO. 8GT7692424 (01/03/2023) LTB
IBP CERT. O.R. NO.200111: Baguio Benguet Chapter
2/F Epiphany Multipurpose Bldg., Km.5, La Trinidad, Benguet



