Rep. and the PHILIPPINES
TECHNICAL UNIVERSITY OF THE PHILIPPINES
BIDS AND AWARDS COMMITTEE
Ayala Blvd., cor. San Marcelino St., P tima, Manila 1000

CONTRACT AGREEMENT
Procurement of Construction Materials/Supplies (Consolidated)

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this _____ day of ______ 2013 at the
City of Manila, by and between:

TECHNICAL UNIVERSITY OF THE PHILIPPINES represented herein by its President, DR. OLYMPIO V. CAPARAS, with office address at
Ayala Blvd., cor. San Marcelino St., P tima, Manila, and hereinafter referred to as the “TUP”;

- and

UP-TOWN INDUSTRIAL SALES, INC., a business entity duly organized and
existing by virtue of the laws of the Republic of the Philippines represented
herein by its Manager- Indent & Forward Sales Division, MS. DAISY M.
VILLAFUERTE with office address at #56 Madison Street, Mandaluyong City
and hereinafter referred to as the “Supplier”.

WHEREAS, the TUP invited Bids for the Procurement of Construction
Materials/Supplies (Consolidated) has accepted a Bid by the Supplier for the supply of those
goods/services in the sum of One Million Two Hundred Sixty Four Thousand Twenty Seven
Pesos and 65/100 (P1,264,027.65) (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 Schedules;
   (b) The Schedule of Requirements;
   (c) The Technical Specifications;
   (d) The General Conditions of Contract
   (e) The Special Conditions
   (f) The TUP’s Notification of Award
   (g) The Notice to Proceed

3. In consideration of the payments to be made by the TUP to the Supplier as hereinafter
   mentioned, the Supplier hereby covenants with the TUP to provide the Procurement of
   Construction Materials/Supplies (Consolidated) 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
   Procurement of Materials/Supplies (Consolidated) 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.
5. Supplier shall warrant T.T.P. to provide the Procurement of Construction Materials/Supplies (Consolidated) with the following within the warranty period:

   i) Replacement of item within three (3) months if found with poor workmanship/factory defect. However, warranty does not cover abuse, misuse and improper handling & storage of consumables items.

This contract shall take effect upon signing of this CONTRACT and issuance of NOTICE TO PROCEED unless sooner revoked or terminated for cause.

IN WITNESS whereof the parties hereto have caused this Contract of Agreement for the Procurement of Construction Materials/Supplies (Consolidated) to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

TECHNOCAL UNIVERSITY OF THE PHILIPPINES

By:

DR. OLYMPO C. CAPARAS
President

Signed in the presence of:

DR. RICARDO M. DE LUMEN
Vice President for Administration and Finance

UP-TOWN INDUSTRIAL SALES, INC.

By:

MS. DAISY M. VILLAFUERTE
Manager-Indent & Forward Sales Division

Authorized Representative

Funds Available: MDOE 19-09-003 P474108

MR. CATALINO A. FORTES, JR.
Chief Accountant
ACKNOWLEDGEMENT

Republic of the Philippines
City of Manila

BEFORE ME, a Notary Public for and in the City of Manila, on this 31st day of August, 2013.

<table>
<thead>
<tr>
<th>Name</th>
<th>TIN No.</th>
<th>Date/Place Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR. OLYMPIO V. CAPARAS</td>
<td>107-820-499</td>
<td>Manila</td>
</tr>
<tr>
<td>MS. DAISY M. VILLAUFUERTE</td>
<td>102-576-633</td>
<td>MANILA</td>
</tr>
</tbody>
</table>

Known to me and to the same persons who executed the foregoing contract consisting of THREE (3) pages including this page and they acknowledge to me that the same are their own free and voluntary act and deed as well as that of the agencies herein presented.

In witness whereof, these presents are signed at the City of Manila, Philippines, on this 1st day of June, 2013.

ATTY. DANIEL O. CACHO
NOTARY PUBLIC

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