

CONTRACT

PROCUREMENT OF TUP MANILA YEARBOOK (GEARBOOK) 2016

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this ___ day of _____ 2016 at the City of Manila by and between:

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES, a government institution of higher learning established and existing by virtue of its Charter, P.D. 1518, with main office address at Ayala Blvd. corner San Marcelino Street, Ermita, Manila, represented herein by its President, **DR. ADORA S. PILI**, and hereinafter referred to as “**TUP**”;

- and -

COLOR I DIGITAL INC., a business entity duly organized and existing by virtue of the laws of the Republic of the Philippines with principal business address at 52 Sgt. Alcaraz St. Cor. D. Tuazon, Quezon City represented herein by its Authorized Representative, **MR. SANTIAGO S. RANARA**, and hereinafter referred to as the “**SUPPLIER**”.

WITNESSETH, THAT:

WHEREAS, following the pertinent provisions of the procurement law, the TUP invited bids for the **Procurement of TUP Manila Yearbook (Gearbook) 2016** in TUP Manila with an ABC of Php **2,074,000.00**.

WHEREAS, the SUPPLIER, primarily engaged in the business of selling, marketing and acquiring goods and new technologies, has participated in the public bidding held for the purpose and submitted the Responsive Bid;

WHEREAS, TUP has accepted the Bid of the Supplier for the supply of goods/services as hereto specifically mentioned in consideration for the contract amount of **One Million Four Hundred Fifty One Thousand Nine Hundred Ninety Pesos (Php 1,451,990.00)**, (hereinafter called “*the Contract Price*”). *In accordance with the BAC Resolution No. 2016-RESO-dry-10, copy of which is hereto and marked as Annex “A”*;

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

- I.** OFFICIAL BID DOCUMENTS. 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 (“Annex B”);
 - (b) The Schedule of Requirements (“Annex C”);
 - (c) The Technical Specifications (“Annex D”);
 - (d) The General Conditions of Contract (“Annex E”);
 - (e) The Special Conditions (“Annex F”);
 - (f) The TUP’s Notification of Award (“Annex G”);
 - (g) The Notice to Proceed (“Annex H”);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. In consideration of the contract price as herein mentioned, the SUPPLIER hereby covenants with TUP to supply, provide and deliver the goods/items/services particularly described below for the **Procurement of TUP Manila Yearbook (Gearbook) 2016** and to promptly remedy defects, if any, in conformity and in all respects with the provisions of this Contract:

3. **DELIVERY.** The period to deliver the aforementioned equipment shall be **sixty (60)** days after receipt of the Notice of Proceed by SUPPLIER.

4. The TUP hereby covenants to pay the SUPPLIER in consideration for the supply and delivery of the aforementioned goods/items/services, including warranties, and for remedying of defects therein, if any, for the Contract Price in the sum of **One Million Four Hundred Fifty One Thousand Nine Hundred Ninety Pesos (Php 1,451,990.00)**, subject to applicable taxes, and in a manner prescribed under this Contract as well as existing laws, rules and regulations.

5. **PERFORMANCE WARRANTY.** The Supplier represents and warrants that it possesses all the requisite knowledge, skills, technical know-how, capabilities, expertise and manpower to perform and deliver, or cause to be performed or delivered, all its obligations under this Contract in a proper, efficient, timely and professional manner and that the performance of its obligation under the Contract shall be in conformity with applicable laws, government regulations and sound business practices. The Supplier warrants also that it has the necessary permit or license to operate and agrees to comply with all existing laws as well as rules and regulations which are or may be issued by competent authorities.

6. **ANTI-GRAFT PRACTICES.** The SUPPLIER further warrants that it has not given or promised to give money or gift, directly or indirectly, to any official or employee of TUP to secure this Contract. Any violation of this warranty shall be sufficient ground for TUP to revoke or cancel this Contract without the necessity of judicial intervention, by giving written notice to that effect to SUPPLIER.

7. **LIQUIDATED DAMAGES.** In the event that the SUPPLIER fails to perform its obligations within the agreed period as specified in this Contract and other applicable laws, TUP shall deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. The damages herein provided are fixed and that the TUP shall not be required to adduce proof thereof.

8. **EFFECTIVITY.** This Contract shall take effect **upon signing by the parties and issuance by and receipt of the NOTICE TO PROCEED** unless sooner revoked or rescinded for cause.

IN WITNESS WHEREOF, the parties hereto have signed and caused this Contract for the **One Million Four Hundred Fifty One Thousand Nine Hundred Ninety Pesos (Php 1,451,990.00)** to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

By:

Adora S. Pili
DR. ADORA S. PILI
President

Santiago S. Ranara
MR. SANTIAGO S. RANARA
Authorized Representative

Signed in the presence of:

G. Floridal C. Labuguen
DR. FLORIDAL C. LABUGUEN
Vice President for
Administration and Finance

Authorized Representative

FUNDS AVAILABLE:

Catalino A. Fortes, Jr.
MR. CATALINO A. FORTES, JR.
Chief Accountant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI _____)S.S

BEFORE ME, a Notary Public for and in the City of Manila, on this 19 th day of CITY OF MAKATI 2016, personally appeared:

APR 19 2016

Name	Valid Gov't. Issued ID	Date/Place Issued
DR. ADORA S. PILI	<u>Passport No. EC15714974</u>	<u>MANILA</u>
MR. SANTIAGO S. RANARA	<u>Passport No. EC0237330</u>	<u>MANILA</u>

known to me to the same persons who executed the foregoing instrument consisting of THREE (3) pages including this page and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities they represent.

WITNESS MY HAND AND SEAL on the date and place first above written.

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