

Contract Agreement Form

THIS AGREEMENT made this _____ day of 17 DEC 2020 2020
between

The **UNIVERSITY OF THE PHILIPPINES**, the National University of the Philippines, created by virtue of Act No. 1870 and strengthened by Republic Act No. 9500, through its constituent university, **UNIVERSITY OF THE PHILIPPINES CEBU**, with official address at Gorordo Avenue, Lahug, Cebu City, represented herein by its Chancellor, **ATTY. LIZA D. CORRO**, hereinafter referred to as “**UP CEBU**”

- and -

SPRING DEVELOPMENT CORPORATION, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines with office address at No. 20 Villa Sebastiana, Jagobiao, Mandaue City, Cebu, Philippines represented herein by its Proprietor, **MR. ARTHUR JHON CO ALIPANTE**, hereinafter referred to as the “**Supplier**”.

WHEREAS, UP Cebu invited bids for certain goods and ancillary services, viz., “**Supply, Delivery and Installation of Airconditioning Units and Various Appliances**” and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED PESOS (Php115,500.00)**, 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 Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (eg. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the UP Cebu's Notice of Award.
3. In consideration of the payments to be made by UP Cebu to the Supplier as hereinafter mentioned, the Supplier hereby covenants with UP Cebu to provide the goods and services and to remedy defects therein if any in conformity in all respects with the provisions of the Contract.
4. UP Cebu hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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.





