



**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made this 6<sup>th</sup> day of April 2018 between:

**CAMARINES SUR POLYTECHNIC COLLEGES** (hereinafter called the "COLLEGE"), with postal address at Nabua, Camarines Sur;

and

**SERV ENTERPRISES** (hereinafter called the "SUPPLIER"), with business address at Door-C Saint James, Maries Village, Mayamot, 1870 Antipolo City.

NOW this CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, as per Approved Budget for the Contract (ABC) and Project Procurement Management Plan (PPMP), the College advertised the Invitation to Bid for the Procurement of Reference Books and Journals (Lot 6) specified hereunder, and has accepted the Bid Offer by the SUPPLIER for such goods in the sum of **TWO HUNDRED FIFTY THOUSAND TWO HUNDRED FORTY-SEVEN PESOS (P 250,247.00)** only, hereinafter called the "Contract Price".

Description	Amount
Procurement of Reference Books and Journals (Lot 6)	₱ 250,247.00
<b>TOTAL</b>	<b>₱ 250,247.00</b>

1. In this AGREEMENT words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form, and be read and construed as part of this Contract Agreement, to wit:
  - a. Bidding Documents, containing among others; Invitation to Bid; Instructions to Bidders; Bid Data Sheet; General and Special Conditions of Contracts; Schedule of Requirements; Technical Specifications, etc., marked as "Annex A";
  - b. Eligibility and Technical Documents, marked as "Annex B";
  - c. Financial Offer, marked as "Annex C";
  - d. Abstract of Bids as Read and Calculated, marked as "Annex D";
  - e. Duly Approved BAC Resolution Recommending Award of Contract to the Lowest Calculated and Responsive Bidder, marked as "Annex E";
  - f. Notice of Award, marked as "Annex F";
  - g. Performance Security, marked as "Annex G";
  - h. Other contract documents that maybe required by existing laws and/or by the College.



3. In consideration of the payments to be made by the COLLEGE to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the COLLEGE to provide the goods and services and remedy defects therein in conformity in all respects with the provisions of General and Special Conditions of Contract, Schedule of requirements and Technical Specifications herein mentioned.
4. The COLLEGE hereby covenants to pay the SUPPLIER in consideration of the provisions of the good 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 this Contract.
5. The SUPPLIER hereby agrees to be entirely responsible for all necessary taxes, import duties, license fees, and such other levies imposed for the completion of the contract.
6. The performance security may be released by the COLLEGE and returned to the SUPPLIER after the issuance of the certificate of final acceptance subject to the following conditions:
  - a. There are no pending claims against the SUPPLIER or the Surety Company filed by the College;
  - b. The Supplier has no pending claims for labor and materials filed against it; and
  - c. Other terms specified in the special conditions of contract.
7. The SUPPLIER warrants that the Goods supplied under this contract are new, unused and of the most recent and current models, and that they incorporate all recent improvements in design and materials, except when technical specifications required by the COLLEGE provides otherwise.
8. The SUPPLIER hereby agrees that, if he fails to satisfactorily deliver any or all the Goods and/or to perform the services required **30 days after receipt of Notice to Proceed**, inclusive of duly granted time extensions, if any, the COLLEGE shall, without prejudice to its remedies under this contract and under applicable laws, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the COLLEGE shall rescind the contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
9. In case of a dispute between the COLLEGE and the SUPPLIER, the dispute shall be resolved subject to the provisions of GCC Clause 20 and in accordance with Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004".



10. The SUPPLIER hereby covenants to deliver the Goods in accordance with the terms specified in Section VI (Schedule of Requirements) of the Bidding Documents, and to furnish the College of the details of shipping and/or documents pursuant to the provisions of the Special Conditions of the contract contained in the Bidding Documents. The SUPPLIER further warrants that the Goods remain at his risk and title until final acceptance by the COLLEGE.
11. Both parties mutually agree to observe and comply strictly all provisions of the General Conditions of Contract, Schedule of Requirements and Technical Specification contained in the Bidding Documents.
12. The contractor and his workforce are required to abide by the "no smoking policy" of the College as per Administrative Order No. 02, s. 2014; and the policy on littering and maintenance of the cleanliness of the surroundings as per Administrative Memorandum No. 039, s. 2014.

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


Signed, sealed, delivered by **DR. DULCE F. ATIAN**, SUC President II (for the COLLEGE)

Signed, sealed, delivered by **MR. VICTOR E. UBANDO.**, Proprietor (for the SUPPLIER)

Binding Signature of the COLLEGE

  
**DR. DULCE F. ATIAN**  
*SUC President II*


Binding Signature of the SUPPLIER

  
**MR. VICTOR E. UBANDO**  
*Authorized Managing Officer*

SIGNED IN THE PRESENCE OF:

  
**MR. FERDINAND B. VALENCIA**  
*VP for Administration*

  
**ATTY. HAZEL V. PAGUIO**  
*Accountant III*

  
**MR. OSCAR T. CAROCHE**  
*Supply Officer III*



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
MARIKINA CITY) S. S.  
\_\_\_\_\_ )  
\_\_\_\_\_ )

BEFORE ME, the undersigned notary public, for and in the Province of  
MARIKINA CITY, this 19 APR 2018 day of  
\_\_\_\_\_ at \_\_\_\_\_ appeared.

DR. DULCE F. ATIAN, with Community Tax Certificate No. 16606097 issued at Nabua, Camarines Sur on January 8, 2018 and MR. VICTOR E. UBANDO., with Community Tax Certificate No. 00429748 issued at Antipolo City on January 8, 2018 known to me to be the same persons who executed and signed the foregoing instrument consisting of four (4) pages, including this page, signed by the parties and acknowledged to me that the same is their free and voluntary act and deed of the principal they represent.

WITNESS MY HAND AND SEAL at the place and date above mentioned.

DOC NO. 128  
PAGE NO. 13  
BOOK NO. 157-a  
SERIES OF 2018

**ATTY. ANNA TERESA C. CRUZ**  
Notary Public  
Until December 31, 2019  
Appointment No. 07 (2018-2019)  
PTR No. 7244231/01-03-2018/Marikina City  
IBP No. 019109/12-20-2017/BSM  
Roll No. 52694  
MCLE V-022100/04-14-2019  
No. 6 Don Mariano Arcade, Ganting Street,  
Midtown San Roque, Marikina City  
Tel. No. 736-11-68/736-11-69