



Republic of the Philippines
UNIVERSITY OF RIZAL SYSTEM

Province of Rizal
www.urs-edu-ph.net



Management System
ISO 9001:2015
www.tuv.com
ID 9108653929

Email Address: ursmain@gmail.com
Main Campus: URS Tanay Tel: 401-4900; 401-4910; 401-4911

CONTRACT AGREEMENT


Supplier Witness

This Agreement made this _____ day of JAN 15 2021 between the **UNIVERSITY OF RIZAL SYSTEM Province of Rizal** (hereinafter called the "Procuring Entity") of the one part and **FASTBOOKS EDUCATIONAL SUPPLY, INC.** hereinafter called the "Supplier" of the other part.

WHEREAS, the Procuring Entity invited Bids for the **Procurement of E-Books (2nd Bidding)** in the sum of **One Million Three Hundred Two Thousand Pesos Only (Php1,302,000.00)**, (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


URS Witness

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Supplemental Bid Bulletin; and
 - (g) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity 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 be become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. **LIQUIDATED DAMAGES:** The Supplier shall pay the Procuring Entity for liquidated damages (LD), an amount equal to one tenth (1/10) of one (1) percent of the cost of the unperformed portion from payments or any money due or which may due the Supplier under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Supplier whichever is convenient to the Procuring Entity. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this contract, the Procuring Entity shall rescind this contract, without prejudice to other courses of action and remedies open to the Procuring Entity.


JULITA M. CONCEPCION


NANCT T. PASCUAL, Ed. D.

"Nurturing Tomorrow's Noblest"

6. **PENAL CLAUSE:** In addition to the Performance Security posted by the winning bidder to guarantee the faithful performance of its obligations under the contract in accordance with the Bidding Documents, the CONTRACTOR shall pay a penalty of 0.5% of the contract price for each day of delay of the project and 1% of the same for every breach.
7. Section 62.1 (Warranty) of R. A. 9184: For the procurement of goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardees for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the procuring entity of the delivered supplies.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met. (a)


8. **RESOLUTION OF CONFLICTS:** In the event of any conflict arising from this Contract between the UNIVERSITY and the SUPPLIER, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to arbitration or to the jurisdiction of the courts of Province of Rizal, to the exclusion of all others.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year above written.


FASTBOOKS EDUCATIONAL SUPPLY, INC.

UNIVERSITY OF RIZAL SYSTEM



JULITA M. CONCEPCION
Manager


NANCY T. PASCUAL, Ed. D.
President

SIGNED IN THE PRESENCE OF:



Supplier Witness



URS Witness

Republic of the Philippines)
_____) s.s.


Supplier Witness

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of MORONG, RIZAL this
_____ day of JAN 15 2021 2020, personally came and appeared before me in the
following:

	Res. Cert. No.	Place of Issue	Date of Issue
NANCY T. PASCUAL University of Rizal System	15045485	Morong, Rizal	January 2, 2020
JULITA M. CONCEPCION Fastbooks Educational Supply, Inc.	<u>22762191</u>	<u>MANILA</u>	<u>Jan. 8, 2021</u>

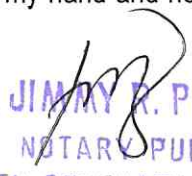

URS Witness

Known to me to be the same person/s who executed the foregoing Contract Agreement consisting of three (3) pages including the page on which this acknowledgement is written, both pages having been signed by the parties and their witnesses and they acknowledge to the same is their free and voluntary act and deed

IN WITNESS THEREOF, I have hereunto affixed my hand and notarial seal on the date and place above written.


JULITA M. CONCEPCION

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Series of 2020


ATTY. JIMMY R. PANGANIBAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR No. 13991140A/01-03-20
IBP No. 097004 / 12-10-19
ATTY'S ROLL No. 41953
MCLE No. V-00256447/9-25-17


NANCY T. PASCUAL, Ed. D.