

Contract Agreement Form

SPMO-RF-19-07-144

THIS AGREEMENT made the _____ day of _____ 20____ between **UNIVERSITY OF THE PHILIPPINES BAGUIO** of the Governor Pack Road, 2600 Baguio City, Philippines (hereinafter called "the Entity") of the one part and **FITNESS INTELLIGENCE TRENDS, INC.** of #73 Good Harvest Complex, G. Raymundo Ave., Brgy. Canlongan Pasig City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **various GYM Equipment** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **THREE MILLION SIX HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED FORTY FIVE PESOS [PhP3,651,545.00]** (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;
 - (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 Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the 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 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 become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.


RAYMUNDO D. ROVILLOS
Chancellor


ERICSON ANTONIO
Account Executive