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Erasmus+ Programme, Key Action 2, Capacity Building in Higher Education
Project number: 598652-EPP-1-2018-1-BG-EPPKA2-CBHE-JP (2018-3860-001-001)
Project title: Furthering International Relations Capacities and Intercultural Engagement to Nurture Campus Diversity and to Support Internationalisation at Home (FRIENDS)

CONTRACT FOR DELIVERY

This Contract for delivery ("Contract") is made between:

ATENEO DE ZAMBOANGA UNIVERSITY, an educational institution duly organized and existing under the laws of Philippines, with business address La Purisima St., Zamboanga City, Philippines, represented herein by ..... as ..... that acts on behalf and for the ....., herein after referred to as the "CONTRACTOR";

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..... (NAME OF THE COMPANY) with address at .....
represented by ....., herein referred to as the "SUPPLIER"

The Contract stipulates the purchase of equipment for the purposes of Erasmus+ Capacity Building in Higher Education project FRIENDS: Furthering International Relations Capacities and Intercultural Engagement to Nurture Campus Diversity and to Support Internationalization at Home, 609668-EPP-1-2019-1-ES-EPPKA2-CBHE-JP (2019-2012/001-001).

1. ITEMS PURCHASED

SUPPLIER agrees to sell, the CONTRACTOR agrees to buy, the following products ("Goods") in accordance with the terms and conditions of this Contract. Details of the Goods are shown as Annex A.

Total amount of Goods without VAT is Php 1,760,000.00 (ONE MILLION SEVEN HUNDRED SIXTY THOUSAND PESOS).



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The total amount for 12% VAT is **Php 240,000.00** (TWO HUNDRED FORTY THOUSAND PESOS)  
making a total sum for all Goods amounting to **Php 2,000,000.00 (TWO MILLION PESOS ONLY)**.

**TOTAL (without VAT): Php 1,750,000.00** (ONE MILLION SEVEN HUNDRED SIXTY THOUSAND PESOS)

covered by the project grant. The main project proponent of the CALESA Projects **Atty. Jose Manuel de Torres Perea of Universidad de Malaga in Spain** has agreed to transfer this sum to the bank account of the CONTRACTOR, following the signing of this Contract and after having received and verified the complete tendering documentation.

**TOTAL (with VAT): Php 2,000,000.00 (TWO MILLION PESOS).**

In line with the Erasmus+ Programme, Key Action 2: Capacity Building in Higher Education programme's rules, the VAT of the described Goods shall be shouldered by the CONTRACTOR. The SUPPLIER shall issue an invoice for the total price with VAT, however, illustrating the amount for 12% VAT as specified above. The SUPPLIER shall issue an invoice indicating the project number *609668-EPP-1-2019-1-ES-EPPKA2-CBHE-JP (2019-2012/001-001)* as well as all Goods (equipment and software) to be purchased through this Contract.

**2. PRODUCT STANDARDS**

The SUPPLIER was awarded the current Contract based on a tender procedure with the followingsubject: ***Equipment purchasing for the purposes of Erasmus+ project FRIENDS at PSU.***

The Goods (equipment and software) shall comply with the SUPPLIER's bid quotation, which was opened on.....(date) and approved by the Tender Committee and incorporated into this Contract as Annexes as follows:

- Annex A: Supplier's Quotation, including: Tender Submission Form**
- Annex B: Tender Evaluation Report**

All the parameters offered by the SUPPLIER in the quotation (price, terms of delivery and implementation of the subject, post-delivery commitments, etc.) become compulsory for compliance and enforcement with the signing of this Contract.

**3. PAYMENT**

The SUPPLIER shall issue an invoice for the purchase of the Goods (equipment and software). Paymentshall be made to SUPPLIER in full through bank transfer amounting to **Php .....**  
(in words.....) only upon acceptance of the Goods by the authorized person/s



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of the CONTRACTOR as described in art. 4.

The bank details are shown below:

Name of Bank: .....  
Account Name: .....  
Account Number: .....  
Bank Address: .....

#### 4. DELIVERY

The SUPPLIER will deliver the Goods on or before **November 28, 2022** to be filled in according to the proposed delivery period and the executive deadline that the supplier has offered for the implementation of the subject of the Contract).

The SUPPLIER will deliver the Goods to the following address:

Delivery addresses:

**Engr. Eugene S. Kanindot**  
**Director: Center for Information Technology Services (CITS)**  
**3<sup>rd</sup> Floor, Canisius Building, Salvador Campus**  
**La Purisima St., Zamboanga City (7000)**

The authorized person to inspect, receive and recommend the acceptance of the Goods is **Engr. Eugene S. Kanindot, ADZU Director of Center for Information Technology Services (CITS)** or his/her authorized representative. The persons authorized to accept the Goods are the respective **ADZU Capacity Building for Legal and Social Advancement in the Philippines** representatives:

Atty. Corazon J. Montemor, Atty. Mary Anne S. Alba, Fr. Rene C. Tacastacas, SJ, Mr. Ariel Delgado, and Claribel C. Concepcion, Ph.D. with the address below:

Rm 108, Ground Floor, LRC Building  
Fr. Salvador Campus, La Purisima St.  
Zamboanga City (7000), Philippines

The authorized person/s will sign a protocol/s of hand-over listed all accepted items. The protocols of hand-over will be collected and provided to the CONTRACTOR's legal representative or his authorized representative to develop a **final delivery-acceptance protocol** which is a prerequisite for payment to the SUPPLIER.

#### 5. INSPECTION

The authorized representative(s) of the CONTRACTOR listed above, upon receipt of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of the Contract. If the CONTRACTOR, in good faith, determines that all or a portion of the Goods are non-conforming, they will reject the Goods or return the Goods as agreed upon. The SUPPLIER will have up to 30 (thirty) days



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to remedy such defects under the terms of this Contract.

## 6. WARRANTIES

The SUPPLIER warrants that the Goods shall be free of substantive defects. The SUPPLIER will guarantee the Goods within the agreed duration according to the proposed **warranty period** in his quotation or ..... (in words) months as per the date of the final delivery-acceptance protocol signing as stated in the tender documentation. *(to be filled in according to the proposed warranty period that the supplier has offered in his quotation)*

## 7. POST-DELIVERY SERVICES

The SUPPLIER agrees to provide the following post-delivery services:  
..... *(to be filled in according to the proposed post-delivery services that the supplier has offered in his quotation).*

## 8. OTHER CONDITIONS

All the conditions applicable to the CONTRACTOR under Articles II.3, II.4, II.5, II.8 and II.27 of the Grant Agreement No. 2018-3860-001-001 are also applicable to the SUPPLIER (the general conditions accessible here: <https://eacea.ec.europa.eu/sites/eacea-site/files/750MB/annexes-i-xiii.pdf>).

## 9. DISPUTE SETTLEMENT

Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with Philippine Law.

## 10. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

## 11. AMENDMENT

This Contract may be modified or amended if the amendment is made in writing, confirmed in advance in writing by **VUM**, the project coordinating institution, and signed by both parties to this Contract.

## 12. APPLICABLE LAW

This Contract shall be governed by the laws of the Philippines.



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For the CONTRACTOR:

**Fr. Karel S. San Juan, SJ.**

President

Ateneo de Zamboanga University

Date: \_\_\_\_\_

For the SUPPLIER:

\_\_\_\_\_  
Name and Position

Date: \_\_\_\_\_