



**National Commission for Culture and the Arts**  
**NATIONAL LIBRARY OF THE PHILIPPINES**

P.O. Box 2926  
T. M. Kalaw Street, Ermita 1000  
Manila, Philippines

Phone: (632) 310-5034  
Email: [tnlbac@yahoo.com](mailto:tnlbac@yahoo.com)

July 24, 2012

## **NOTICE OF AWARD**

**MERLY A. FLORES**

General Manager  
Business Partner Enterprises Philippines, Inc.  
Lola Taya Annex Bldg.  
#1165 Quezon Avenue, Quezon City  
Tel. nos. 4135441/42, 3733990 Fax 4135442  
Email: [info@bpep.bayandsl.ph](mailto:info@bpep.bayandsl.ph)  
Website: [www.panasonic-ip-pbx.com](http://www.panasonic-ip-pbx.com)

**Dear Ms. Flores:**

This is to inform you that Bids and Award Committee considered your proposal for the supply and installation of Hybrid IP-PBX Networking in the total amount of **One Million Sixty Eight Thousand Nine Hundred Eighty Pesos (PhP1,068,980.00)**.

Please be reminded that within fifteen (15) calendar days from receipt of this notice, the following documentary requirements must be submitted to the BAC:

- a) Tax clearance;
- b) Latest income and business tax returns;
- c) Certificate of PhilGEPS Registration

Thank you.

Very truly yours,

*Paulina R. Moreno*  
**PAULINA R. MORENO**  
BAC Chairperson



## **NATIONAL LIBRARY OF THE PHILIPPINES**

P.O. Box 2926 Manila  
Telephone/Fax No. 524-22-92/405-01-96  
[web.nlp.gov.ph](http://web.nlp.gov.ph)

T.M. KALAW ST.  
ERMITA, MANILA

### **NOTICE TO PROCEED**

August 14, 2012

**Ms. MERLY A. FLORES**  
**General Manager**  
**BUSINESS PARTNER ENTERPRISES**  
**PHILIPPINES INC.**

Lola Taya Annex Building,  
#1165 Quezon Avenue,  
Quezon City


Madam:

The attached Contract Agreement having been approved, notice is hereby given to **BUSINESS PARTNER ENTERPRISES PHILIPPINES INC.** that work may commence on the Supply, Delivery and Installation of Hybrid IP-PBX Networking, seven (7) days after receipt of this Notice.

Thus, you shall be responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule stated in the TOR as Annex A.

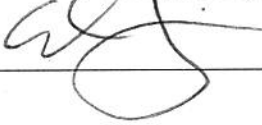
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy, and return the other to the National Library of the Philippines.

Very truly yours,

  
**ANTONIO M. SANTOS**  
Director

I acknowledge receipt of this Notice on AUG. 23 2012

Name of the Representative of the Bidder: EDMAN ABENID

Authorized Signature: 

## SUPPLY, DELIVERY AND INSTALLATION CONTRACT OF HYBRID IP-PBX NETWORKING

### KNOW ALL MEN BY THESE PRESENTS:

This Contract executed and entered into by and between:

The **NATIONAL LIBRARY OF THE PHILIPPINES (NLP)** a government agency organized and existing under the laws of the Republic of the Philippines, with principal office address at The National Library Building, T.M. Kalaw Street, Manila and represented herein by its Director, **ANTONIO M. SANTOS**, herein referred to as the "**FIRST PARTY**".

-and-

The **BUSINESS PARTNER ENTERPRISES PHILIPPINES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines and duly registered with the Securities and Exchange Commission, with office address at Lola Taya Annex Building, #1165 Quezon Avenue, Quezon City, represented herein by its General Manager, **MERLY A. FLORES**, herein referred to as the "**SECOND PARTY**".

-WITNESSETH-

**WHEREAS**, the "**FIRST PARTY**" is in need of the supply, delivery and installation of a hybrid IP-PBX Networking for the upgrading of its communication equipment and facilities.

**WHEREAS**, the "**SECOND PARTY**" is willing to provide the necessary services and deliverables needed by the "**FIRST PARTY**".

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree as follows:

### A. DUTIES OF THE PARTIES

#### 1. THE FIRST PARTY

- i. Shall for and in consideration of the supply, delivery and installation within thirty (30) days after completion, pay the amount corresponding to the deliverables stipulated on the approved **TERMS OF REFERENCE (TOR) Annex "A"**, which shall form as an integral part of this **CONTRACT**, amounting to **ONE MILLION SIXTY EIGHT THOUSAND NINE HUNDRED EIGHTY PESOS (₱ 1,068,980.00)**.
- ii. May withhold payment of fee in the event that the Second Party fails to submit the required deliverables at the given period of time as stated in the attached **TOR**.



**2. THE SECOND PARTY**

- i. Assessment and evaluation of the existing communication lines of the entire building.
- ii. Supply, deliver and install the deliverables stipulated in the TOR within thirty (30) days after the receipt of "Notice to Proceed".
- iii. Staff training for those directly involve in the new communication system.
- iv. Maintenance check-up.

**B. DISPUTE RESOLUTION**

- 1. All disputes, controversies or claims arising out of or relating to this Contract, or about its breach, termination or invalidity shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of a notice by the other party from the party injured.
- 2. All and any legal action arising from this Agreement shall be filed in the City of Manila; provided that the parties agree to submit to arbitration prior to the filing of any civil case arising out of this contract, pursuant to law.

**C. EFFECTIVITY AND TERMINATION**

- 1. This contract shall take effect upon signing by the parties and receipt of the Second Party of the Notice to Proceed and expires after thirty (30) days.
- 2. This Agreement or any part or parts thereof, may be amended at any time, upon proper notice and consultation. Such amendment must be made in writing and must be concurred by both parties, provided that such amendment/s does/do not alter the original intent of the Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands at Manila, Philippines on this \_\_\_ day of \_\_\_\_\_ 2012.

**NATIONAL LIBRARY OF  
THE PHILIPPINES**

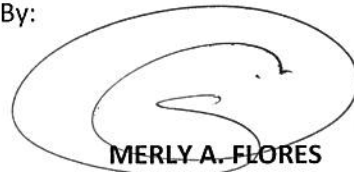
**BUSINESS PARTNER ENTERPRISES  
PHILIPPINES, INC.**

By:

By:



**ANTONIO M. SANTOS**  
Director



**MERLY A. FLORES**  
General Manager

**SIGNED IN THE PRESENCE OF:**

  
Y. E. JACINTO

  
\_\_\_\_\_

