

# CONTRACT AGREEMENT

(CA No. 2018-19)

## KNOWN ALL MEN BY THESE PRESENT:

This Contract is executed and entered into for all intents and in all respects at Quezon City, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between:

**THE OFFICE OF THE OMBUDSMAN**, with principal office address at Ombudsman Building, Agham Road, Diliman, Quezon City, represented by **HON. MELCHOR ARTHUR H. CARANDANG**, Overall Deputy Ombudsman, Ombudsman, hereinafter referred to as "the ENTITY":

- AND -

**ROSECO MARKETING VENTURES** with business address at 2827 Unit I, Pilapil Street, Pasay City, represented by **MR. LEOPOLDO C. VILLACARLOS**, Sales Consultant, hereinafter referred to as "the SUPPLIER".

## WITNESSETH

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **Supply, Delivery and Installation of Modular Partitions including its Accessories and Furniture and Fixtures for the Office of the Ombudsman** (PB 2018-09) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of One Million Eight Hundred Ninety Four Thousand Eight Hundred Ninety Two Pesos and Seventy Four Centavos (**₱1,894,892.74**) (hereinafter called "the Contract Price"), to wit:

Lot No.	Item Description	Total Amount in Figures	Total Amount in Words
<u>LOT 1</u> Bureau of Resident Ombudsman (BRO)	One (1) Lot Supply, Delivery and Installation of Modular Partitions Including its Accessories and Furniture and Fixtures.	<b>₱395,600.00</b>	Three Hundred Ninety Five Thousand Six Hundred Pesos
<u>LOT 2</u> Management Information System Service (MISS) Office	One (1) Lot Supply, Delivery and Installation of Modular Partitions Including its Accessories and Furniture and Fixtures.	<b>₱530,000.00</b>	Five Hundred Thirty Thousand Pesos



<u>LOT 3</u> FIO II - Proper Office	One (1) Lot Supply, Delivery and Installation of Modular Partitions Including its Accessories and Furniture and Fixtures.	<b>₱92,700.00</b>	Ninety Two Thousand Seven Hundred Pesos
<u>LOT 4</u> Research And Special Studies Bureau (RSSB) Office	One (1) Lot Supply, Delivery and Installation of Modular Partitions Including its Accessories and Furniture And Fixtures.	<b>₱317,440.00</b>	Three Hundred Seventeen Thousand Four Hundred Forty Pesos
<u>LOT 5</u> Human Resource Management Division (HRMD) Office	One (1) Lot Supply, Delivery and Installation of Modular Partitions Including its Accessories and Furniture And Fixtures.	<b>₱559,152.74</b>	Five Hundred Fifty Nine Thousand One Hundred Fifty Two Pesos and Seventy Four Centavos
Total Contract Price:		<b>₱1,894,892.74</b>	One Million Eight Hundred Ninety Four Thousand Eight Hundred Ninety Two Pesos and Seventy Four Centavos

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 Financial Proposals (Annex "A");
  - (b) the Technical Proposals and Omnibus Sworn Statement with Secretary's Certificate (Annex "B" and "B-1");
  - (c) the Schedule of Requirements (Annex "C");
  - (d) the Technical Specifications (Annex "D");
  - (e) the General Conditions of Contract (Annex "E");
  - (f) the Special Conditions of Contract (Annex "F");
  - (g) the Entity's Notice of Award (Annex "G"); and
  - (h) the Performance Security (Annex "H")
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



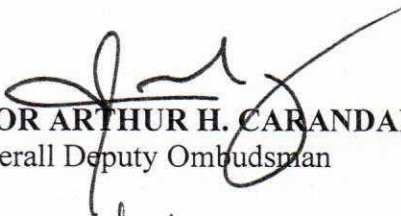
and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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.

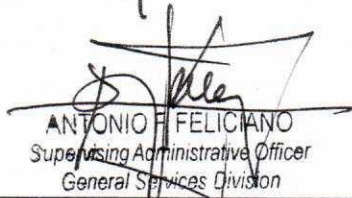
**OFFICE OF THE OMBUDSMAN**


**ROSECO MARKETING VENTURES**

  
**MELCHOR ARTHUR H. CARANDANG**  
Overall Deputy Ombudsman

  
**LEOPOLDO C. VILLACARLOS**  
Sales Consultant

WITNESSES:

  
**ANTONIO F. FELICIANO**  
Supervising Administrative Officer  
General Services Division  
\_\_\_\_\_  
(Witness-Ombudsman)  
Signature over printed name

  
**FELIXBERTO S. RIVAS**  
\_\_\_\_\_  
(Witness-Supplier)  
Signature over printed name

# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
City of QUEZON CITY) S.S.

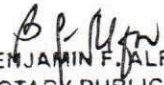
BEFORE ME, a Notary Public in and for the above jurisdiction on this \_\_\_\_\_ day of NOV 05 2018, personally appeared **Melchor Arthur H. Carandang** with \_\_\_\_\_ No. \_\_\_\_\_, issued on \_\_\_\_\_, at Quezon City and **Leopoldo C. Villacarlos**, with \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged before as their free and voluntary act and deed.

This Contract Agreement, which consists of four (4) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and at the place first above-written.

Doc. No. 448 ;  
Page No. 01 ;  
Book No. 1217 ;  
Series of 2018 .

Notary Public

  
ATTY. BENJAMIN F. ALFONSO  
NOTARY PUBLIC  
UNTIL December 31, 2018  
PTR NO. 5520234, January 3, 2018, QUEZON CITY  
IBP NO. 019073 12-20-2017 - QUEZON CITY  
ROLL NO. 13296  
ADM. MATTER NO. NP-046-(2017-2018)  
TIN NO. 177-967-619-000  
ACLE III-0024526 - December 12, 2017  
# 34 Asset's St. GSIS Villag  
Project 8 Quezon City

