

CONTRACT AGREEMENT

(CA No. 2018-36)

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:

JAN 09 2019

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 -

H2O PLUS WATER TREATMENT CO. with business addresses at Room 105 & 205 BSC Bldg. 144 Mindanao Avenue, Quezon City, represented by **MS. JANE L. TIU**, Operations Manager, hereinafter referred to as "the SUPPLIER".

WITNESSETH

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **One (1) Year Daily Supply of Purified Drinking Water with Dispensers for the Office of the Ombudsman** (PB 2018-33-Rebidding) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of One Million One Hundred Forty Eight Thousand Five Hundred Thirty Two Pesos (**₱1,148,532.00**) (hereinafter called "the Contract Price"), to wit:

| Quantity | Item Description | Total Amount in Figures | Total Amount in Words |
|----------------|--|-------------------------|--|
| One (1) Lot | One (1) Year Daily Supply of Purified Drinking Water with Dispensers for the Office of the Ombudsman | ₱1,148,532.00 | One Million One Hundred Forty Eight Thousand Five Hundred Thirty Two Pesos |

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


H20 PLUS WATER TREATMENT CO.


MELCHOR ARTHUR H. CARANDANG
Overall Deputy Ombudsman *etc*


JANE L. TIU
Operations Manager

WITNESSES:


Christian L. Navarro
(Witness-Ombudsman)
Signature over printed name


KORINA V. DELA CRUZ
(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 JAN 09 2019, personally appeared **Melchor Arthur H. Carandang** with _____ No. _____, issued on _____, at Quezon City and **Jane L. Tiu**, with Passport No. P737044A issued on May 29, 2018 at DFA Manila, 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 three (3) 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. 363 ;
Page No. 77 ;
Book No. 7 ;
Series of 2019.

Notary Public
ATTY. MANNY V. GRACASIN
NOTARY PUBLIC
COMMISSION NO. 649 UNTIL DEC. 31, 2020 Q.C.
QCHCPO, GRD, PER., QUEZON CITY HALL
IBP NO. 056015/12-04-18 QUEZON CITY
PTR NO. 7347024/1-03-19 QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. V-0019982/4-13-16
TIN NO. 243-085-918