

CONTRACT AGREEMENT
(CA No. 2018-31)

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 08 JAN 2019 day of JAN, 2018, by and between:

THE OFFICE OF THE OMBUDSMAN, with principal office address at Ombudsman Building, Agham Road, Diliman, Quezon City, represented by **HON. SAMUEL R. MARTIRES**, Ombudsman, hereinafter referred to as "the ENTITY":

- AND -

DCI INT'L. I.T. SOLUTIONS & SERVICES CORPORATION with business address at Unit 3A Comtal Bldg., L1 Victorias Place C Raymundo Avenue, Caniogan Pasig City, represented by **MS. MICHELLE T. FELIPE**, Sales Manager, hereinafter referred to as "the SUPPLIER".

WITNESSETH

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of five (5) units Of Desktop Computers Bundled with five (5) units Uninterruptible Power Supply (UPS)** through **Repeat Order** under Section 51 of the 2016 Implementing Rules and Regulations of Republic Act, with a contract price of **Three Hundred Seventeen Thousand Five Hundred Pesos (₱317,500.00)** (hereinafter called "the Contract Price"), to wit:

	Particulars	Unit Price	Total Price (12% VAT inclusive)
5 units	Desktop Computers	58,000.00/set	₱ 290,000.00
5 units	Uninterruptible Power Supply (UPS)	5,500.00/set	₱ 27,500.00
Grand Total			₱ 317,500.00

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.:

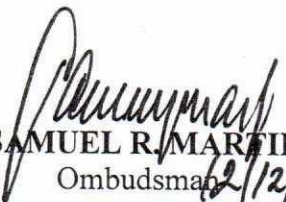
- (a) the BAC Resolution No. 23-2018 re: Procurement of five (5) units of Desktop Computers Bundled with five (5) units Uninterruptible Power Supply (Ups) (Annex "A");
- (b) the Contract Agreement No. 2018-10 with all its supporting documents (Annex "B"); and
- (h) the Entity's Notice of Award (Annex "C")

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



SAMUEL R. MARTIRES
Ombudsman 12/12/18

**DCI INT'L. I.T. SOLUTIONS &
SERVICES CORPORATION**


MICHELLE T. FELIPE
Sales Manager

WITNESSES:


ADRIAN SANTOS
(Witness-Ombudsman)
Signature over printed name


IVAN B. VENANCIO
(Witness-Supplier)
Signature over printed name

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of PASIG CITY) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction on this _____ day of JAN 2019, personally appeared **Samuel R. Martires** with _____ No. _____, issued on _____, at Quezon City and **Michelle T. Felipe**, with PHILHEALTH ID No. 01-00096245-9 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 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.

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Edwing Condaya
EDWING CONDAYA
Notary Public
NOTARY PUBLIC
PASIG, PATEROS, & SAN JUAN
UNTIL DEC. 31, 2020
PTR NO. 5108-RT-1-00-20
IBP NO. 056031/NOTT. 0018 (2018-2020)
ROLL NO. 21400
TIN NO. 210-588-711-000
MCLE 0000430
2ND FLOOR ARMAI BIDGE NEBANO
VELASCO AVE. MALABO, PASIG CITY

Samuel R. Martires
Michelle T. Felipe