

CONTRACT AGREEMENT

(CA No. 2019-02)

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 FEB 07 day of 2019, 2019, 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 -

AVESCO MARKETING CORPORATION with business addresses at 810 Aurora Blvd. Cor. Yale St., Cubao, Quezon City, represented by **MR. THOMAS D. FERRER**, Manager – Government Account, hereinafter referred to as "the SUPPLIER".

WITNESSETH

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Air Curtains and Evaporative Aircoolers for the Office of the Ombudsman for Lot 2 – 4 units Air Curtains** (QN-2018-0261-NOV), through Negotiated Procurement under Section 53.1 of RA 9184 and its IRR, and has accepted a bid by the Supplier for the supply of those goods and services in the sum of One Hundred Fifteen Thousand Twenty Pesos (**₱115,020.00**) (hereinafter called "the Contract Price"), to wit:

Quantity	Item Description	Total Amount in Figures	Total Amount in Words
One (1) Lot	Lot 2 – 4 UNITS AIR CURTAINS	₱115,020.00	One Hundred Fifteen Thousand Twenty Pesos

for long

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 (Annex "B");
 - (c) the Entity's Notice of Award (Annex "C"); and
 - (d) the Supplier's Performance Bond (Annex "D").
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

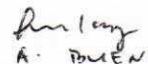
AVESCO MARETING CORPORATION


MELCHOR ARTHUR H. CARANDANG
Overall Deputy Ombudsman


THOMAS D. FERRER
Manager - Government Account

WITNESSES:


SANTIAGO D. GARCIA
(Witness-Ombudsman)
Signature over printed name


JESPER A. BUENAVISTA
(Witness-Supplier)
Signature over printed name

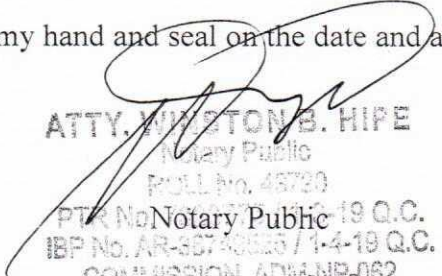
ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public in and for the above jurisdiction on this FEB 07 2019 day of _____, personally appeared **Melchor Arthur H. Carandang** with _____ No. _____, issued on _____, at Quezon City and **Thomas D. Ferrer**, with DRIVER'S LICENSE No. 04-22-079467 issued on 5-18-19 at QUEZON CITY, 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.


ATTY. WINSTON B. HIPE
Notary Public
ROLL No. 45730
PTR No. 10057042-19 Q.C.
IBP No. AR-357-0525 / 1-4-19 Q.C.
COMMISSION ADM-NP-062
EXPIRES DEC. 31, 2020

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Book No. III ;
Series of 20 19.

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