

CONTRACT AGREEMENT

(CA No. 2019-07)

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 MAY 23 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 -

ASAHI DESIGN CENTRE INC., with business address at RM 222 TEOFF Building #355 T. Pinpin St. Binondo, Manila, represented by **MR. MARK ANTHONY OGOY CALI**, Project 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 Various Offices of the Office of the Ombudsman for Lot 1 and Lot 3 (PB 2019-06)** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Four Hundred Ninety-One Thousand Four Hundred Pesos (**₱491,400.00**) (hereinafter called "the Contract Price"), to wit:



| Lot No. | Item Description | Total Amount in Figures | Total Amount in Words |
|----------------|---|-------------------------|--|
| One (1) Lot | Supply, Delivery and Installation of Modular Partitions Including its Accessories and Furniture and Fixtures for: <u>LOT 1: OFFICE OF THE OVERALL DEPUTY OMBUDSMAN (ODO)</u> | ₱316,200.00 | Three Hundred Sixteen Thousand Two Hundred Pesos |

| | | | |
|-----------------------|--|--------------------|---|
| One (1) Lot | Supply, Delivery and Installation of Modular Partitions Including its Accessories and Furniture and Fixtures for: <u>LOT 3: PUBLIC INFORMATION AND MEDIA RELATIONS BUREAU (PIMRB)</u> | ₱175,200.00 | One Hundred Seventy-Five Thousand Two Hundred Pesos |
| Total Contract Price: | | ₱491,400.00 | Four Hundred Ninety-One Thousand Four Hundred 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")

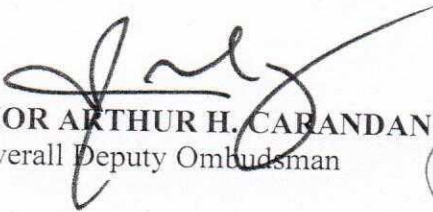
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.


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


ASAHI DESIGN CENTRE INC.


MELCHOR ARTHUR H. CARANDANG
Overall Deputy Ombudsman


MARK ANTHONY OGOY CALI
Project Sales Consultant

WITNESSES:


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


MARICAR S. CANAYAN
(Witness-Supplier)
Signature over printed name





