

CONTRACT AGREEMENT
(CA No. 2024-03)

KNOWN ALL MEN BY THESE PRESENT:

THIS AGREEMENT made this **01 FEB 2024** between:

OFFICE OF THE OMBUDSMAN, with principal office address at Ombudsman Building, Sen. Miriam P. Defensor-Santiago Avenue, (formerly Agham Road) Diliman, Quezon City, represented by **Hon. SAMUEL R. MARTIRES**, Ombudsman, (hereinafter called “the ENTITY”) of the one part,

-AND-

POWERCRAFT SOLUTIONS AND DATA INFRASTRUCTURE, INC., with business address Unit 301 Armal Plaza Building, C. Raymundo Avenue, Brgy. Maybunga, Pasig City, represented by **Ms. MICHA JOY B. PESUELO**, Sales Manager (hereinafter called “the SUPPLIER”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PB2023-17: Rebidding for the Annual Preventive Maintenance of Uninterruptible Power Supply (UPS) and Battery for the Office of the Ombudsman** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION FOUR HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED PESOS AND NINETY-SIX CENTAVOS (₱1,429,800.96)** (hereinafter called “the Contract Price”), to wit:

Item Description	Total Amount in Figures	Total Amount in Words
Annual Preventive Maintenance of Uninterruptible Power Supply (UPS) and Battery for the Office of the Ombudsman	₱1,429,800.96 <i>(Note: This amount inclusive of all applicable government taxes and charges. Also, this is based on the total calculated bid price, as evaluated and corrected for computational errors pursuant to 32.2.3 and 32.2.4 of the 2016 IRR, RA 9184)</i>	One Million Four Hundred Twenty-Nine Thousand Eight Hundred Pesos and Ninety-Six Centavos

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - Philippine Bidding Documents (PBDs);
 - Schedule of Requirements;
 - Technical Specifications;
 - General and Special Conditions of Contract; and

- iv. Supplemental or Bid Bulletins, if any.
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.


- 3. In consideration for the sum of **ONE MILLION FOUR HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED PESOS AND NINETY-SIX CENTAVOS (P1,429,800.96)** or such other sums as may be ascertained, **POWERCRAFT SOLUTIONS AND DATA INFRASTRUCTURE, INC.** agrees to the **Annual Preventive Maintenance of Uninterruptible Power Supply (UPS) and Battery for the Office of the Ombudsman** in accordance with its Bid.
- 4. The **OFFICE OF THE OMBUDSMAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

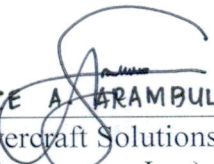
POWERCRAFT SOLUTIONS AND
DATA INFRASTRUCTURE, INC.


SAMUEL R. MARTIRES
Ombudsman


MICHA JOY B. PESUELO
Sales Manager

WITNESSES:


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


BRUCE A. ARAMBULO
(Witness-Powercraft Solutions and Data
Infrastructure Inc.)
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 01 FEB 2024, personally appeared
Samuel R. Martires, with Ombudsman ID No. 180062, issued on 15 October 2018 at Quezon
City and Micha Joy B. Pesuelo, with Unified Multi-Purpose ID No.
CRN-0113-0828379-3 issued on February 9, 2021 at
Cubao, Quezon City, known to me and to me known to be the same persons
who executed the foregoing statement 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. 355;
Page No. 72;
Book No. 1;
Series of 2024.


ATTY. MARY JOY BALAGTAS
Notary Public
Pasig, Pateros, San Juan
Valid Until December 31, 2025
ISP O.R. No. 306329/01.29.23/RSM
PTR O.R. No. 0222279/01.17.23/PASIG CITY
ROLL NO. 42280
MCLE Compliance No. VII-0027646/4.4.2023
Valid Until 14 April 2025
Ground Flr. Armat Centre, U. Velasco, Ave.
Malinao, Pasig City