

CONTRACT AGREEMENT FORM

PHILFIDA BAC CA-2019-003

THIS AGREEMENT made the ___ day of _____ 20___ between Philippine Fiber Industry Development Authority (hereinafter called "the Entity") of the one part and **Brownstone Asia-Tech, Inc. of 940 P. Lopez St., Brgy New Zaniga, Mandaluyong City** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Lot 2 - Calibration/Function Test of INSTRON Universal Testing Machine (ABC=PhP312,000.00)** under the *Calibration/Function Test of Laboratory Equipment (4 Lots)* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Three Hundred Twelve Thousand Pesos (ABC=PhP312,000.00)** (hereinafter called "the Contract Price").

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 Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.
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.

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19-10-1644

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.

Signed, sealed, delivered and installed to **KENNEDY T. COSTALES** the **Executive Director III/HoPE** (for the Entity)

Signed, sealed, delivered and installed by JOJO V. CHAMBERS the SERVICE GROUP HEAD (for the Supplier).
Name
Position/Designation

WITNESS

HONESTO C. TABUZO JR.
Chief Accountant

JEANETTE M. MARAMBA
Secretary

ACKNOWLEDGEMENT

Republic of the Philippines
QUEZON CITY

BEFORE ME, a NOTARY PUBLIC for and in _____ personally appeared on this _____ day of 17 OCT 2019 2019 at QUEZON CITY.

NAME	I.D. No.	OFFICE
KENNEDY T. COSTALES	001	PhilFIDA, Quezon City
JOJO V. CHAMBERS	005	BROWNSTONE ASIA-TECH INC. MANDALUYONG CITY

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent.

This instrument refers to a Contract Agreement consisting of two (2) pages including this page on which this Acknowledgement is written, signed by the parties hereto and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, on the date and place above mentioned.

Doc. No. 401
Page No. 2
Book No. 414-D
Series of 2019

MICHAEL DARWIN M. BAYOTAS
Notary Public
Commission No. NF-174 (2019-2020)
Expires on December 31, 2020
Unit 204, Tony Galvez Centrum, 124, 9th Avenue,
Araneta Cebuao, Quezon City
PTR No. 7325651/Quezon City/Jan. 03, 2019
IBP Lifetime No. 011221/Pasig City/Nov. 07, 2012
MCLE Compliance No. VI-000250/May 29, 2017
Attorney's Roll No. 56180