

CONTRACT AGREEMENT FORM

PHILFIDA BAC CA-2019-002A

THIS AGREEMENT made the 14 day of AUG 2019 between Philippine Fiber Industry Development Authority of the Philippines (hereinafter called "the Entity") of the one part and **Next Innovation, Inc.** of **25 A. San Ignacio St., Brgy. Kapitolyo, Pasig City** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Lot 1 - Supply, Delivery, Installation/Configuration and Testing of PhilFIDA Server, Network Equipment and Video Conferencing Equipment, Branded and Brand New (ABC=PhP5,378,000.00)** under the *Procurement of PhilFIDA Server, Network Equipment, Video Conference Equipment and Printers - 2 Lots* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Million Three Hundred Sixty Thousand Pesos (ABC=PhP5,360,000.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

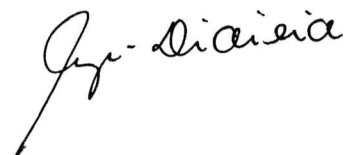
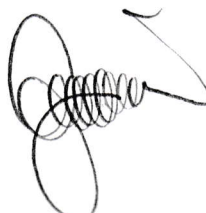
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the 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.

19-08-1165

31010010000 2000 M

Capital Outlay

PhP360000. -



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 JENNY M. DIONISIO the **ACCOUNT MANAGER** (for the Supplier).  
Name  
Position/Designation

WITNESS

HONESTO C. TABUZO JR.  
Chief Accountant

FLORICEL C. RIVERA  
Sales Assistant

ACKNOWLEDGEMENT

Republic of the Philippines  
NAVOTAS CITY

BEFORE ME, a NOTARY PUBLIC for and in NAVOTAS CITY personally appeared on this \_\_\_\_\_ day of AUG 14 2019 2019 at \_\_\_\_\_.

NAME	I.D. No.	OFFICE
KENNEDY T. COSTALES	001	PhilFIDA, Quezon City
JENNY M. DIONISIO	0111-8021656-5	UMID

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. 49811  
Page No. 72  
Book No. 759  
Series of 2019

**CESAR P. SANTOS**  
Notary Public for Navotas-Malabon  
Notary Public  
IBP No. 10588  
TIN No. 912-789-106  
Attorney's Roll No. 32791  
MCLE Compliance V-0022808

Jenny Dionisio