

**CONTRACT AGREEMENT FORM**

PHILFIDA BAC CA-2019-007

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between Philippine Fiber Industry Development Authority (hereinafter called "the Entity") of the one part and **Suki Trading Corporation of Agu, Ibabao, Lapu-Lapu City, Cebu** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply, Delivery, Installation and Testing of Cotton Fiber Processing Equipment – Ring Doubler Brand New (ABC=PhP1,900,000.00)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Eight Hundred Eighty Nine Thousand Pesos (PhP1,889,000.00)** (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.

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 **VICTORIANO B. OCON** the **President/CEO** (for the Supplier).

WITNESS

\_\_\_\_\_  
HONESTO C. TABUZO JR.  
Chief Accountant

\_\_\_\_\_  
YVONNE MARIE A. RIVERA-SERATE  
Notary Public

**ACKNOWLEDGEMENT**

Republic of the Philippines  
LAPU-LAPU CITY

LAPU-LAPU CITY

BEFORE ME, a NOTARY PUBLIC for and in \_\_\_\_\_ personally appeared on this \_\_\_\_\_ day of NOV 07 2019 2019 at \_\_\_\_\_.

NAME	I.D. No.	OFFICE
KENNEDY T. COSTALES	001	PhilFIDA, Quezon City
VICTORIANO B. OCON	P2705312B 8/02/2019	DFA, MANILA

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.

Notary Public

**ATTY. YVONNE MARIE A. RIVERA-SERATE**  
Notary Public  
Commission No. 487-L until 12/31/20  
Roll of Attorney No. 58978  
IBP Lifetime No. 012094/January 3, 2013  
PTR No. 7390461/1/3/19/Lapu-Lapu City  
Across Hall of Justice, Pusok, Lapu-Lapu City  
HONORARY COMMISSIONER

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