

CONTRACT AGREEMENT FORM

PHILFIDA BAC CA-2019-009a

THIS AGREEMENT made the ____ day of 20 DEC 2019 20____ between Philippine Fiber Industry Development Authority (hereinafter called "the Entity") of the one part and **Xitrix Computer Corporation** of **23 Detroit St., Cubao, Quezon City** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of Branded & Brand New Drone Operated Geotagging Equipment and Geotagging Device under Lot 1 -Supply and Delivery of Branded and Brand New Drone Operated Geotagging Equipment with dual purpose camera, accessories and software (Enterprise Dual Series) (ABC=PhP1,000,000.00)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Pesos (PhP1,000,000.00)** (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 JOHN FERNAN C. DENUEVO the ACCOUNT MANAGER (for the Supplier).
(Designation)

(Printed Name and Signature)

WITNESS

HONESTO C. TABUZO JR.
Chief Accountant

VICENTE ESPERANZA III
ACCOUNT MANAGER

ACKNOWLEDGEMENT

Republic of the Philippines
QUEZON CITY

BEFORE ME, a NOTARY PUBLIC for and in QUEZON CITY personally appeared on this _____ day of 20 DEC 2019 2019 at _____.

NAME	I.D. No.	OFFICE
KENNEDY T. COSTALES	001	PhilFIDA, Quezon City
JOHN FERNAN C. DENUEVO	N02-19-012537	LTO, QUEZON 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.

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Book No. XXXI
Series of 2019

ATTY. MANNY V. GRACASIN
NOTARY PUBLIC
COMMISSIONED UNTIL DEC. 31, 2020, Q.C.
QCHCPO, GRD, FLR., QUEZON CITY HALL
IBP NO. 056015/12-04-18 QUEZON CITY
PTR NO. 7347024/1-03-19 QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. VI-0023364
TIN NO. 243-085-918