

Contract Agreement for Goods

This **CONTRACT AGREEMENT** made on the 28th day of October 2019 between the **OFFICE OF TRANSPORTATION COOPERATIVES** with principal address at 5th Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "**Entity**") and **ARMLINK COMPUTER CENTER**, with office address at Professional I.T. Solutions Provider and System Integrator Company, Unit 90D AMANTE Building, National Road, Putatan, Muntinlupa City, Metro Manila (hereinafter called the "**Supplier**");

WHEREAS, upon the invitation of the **Entity**, the **Supplier** submitted a price quotation for the **Supply, Delivery, and Installation of Server and Network Attached Storage**, in the amount of Six Hundred Sixteen Thousand Nine Hundred Twenty Four Pesos (PhP616,924.00), inclusive of appropriate taxes and fees (hereinafter called the "**Contract Price**") which the **Entity** subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 040, series of 2019.

NOW THIS AGREEMENT WITNESSETH, AS FOLLOWS:

1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations of RA No. 9184, viz:
 - (a) The **Entity's** Terms of Reference, attached as **Annex A**;
 - (b) The **Entity's** Supplemental/Addendum of Annual Procurement Plan (APP) for FY 2019, attached as **Annex B**;
 - (c) The **Entity's** Request for Quotation dated 04 October 2019, attached as **Annex C**;
 - (d) The **Supplier's** price quotation received dated 07 October 2019, submitted as **Annex D**;
 - (e) The **Supplier's** Eligibility Requirements and all other documents/statements submitted as **Annex E**; and
 - (f) The **Entity's** Notice of Award, attached as **Annex F**.
2. In consideration of the payment to be made by the **Entity** to the **Supplier** as hereinbefore mentioned, the **Supplier** hereby covenants with the **Entity** to provide the goods/service, and remedy defects thereof in conformity with stipulations of the Contract in all aspects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
3. If the **Supplier** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth ($\frac{1}{10^{\text{th}}}$) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

4. The **Supplier** shall be paid the full amount upon receipt by the Entity of a billing statement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

OFFICE OF TRANSPORTATION COOPERATIVES

ARMLINK COMPUTER CENTER

By:

By:

MEDEL H. AFALLA

MR. ROSS MAVERICK E. AGBAY

Officer-in-Charge, Office of the Chairman

Senior Account Manager

CERTIFIED FUNDS/ALLOTMENT AVAILABLE:

ELEANOR C. MUPAS

Budget Officer III
(Administrative Officer V)

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared this ____ day of NOV 19 2019 2019, the following persons exhibiting to me their respective valid identification cards, to wit:

| Name | Proof of Identity | Date/Place issued |
|---------------------------|-------------------|-------------------|
| 1. Medel H. Afalla | _____ | _____ |
| 2. Ross Maverick E. Agbay | _____ | _____ |

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the organizations or companies they represent.

This instrument, which refers to the "Contract Agreement for Goods" consisting of two (2) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and place first abovementioned.

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Page No. 47 :
Book No. 33 :
Series of 2019.

ATTY. RAUL V. MACATANGAY
NOTARY PUBLIC UNTIL DEC. 31, 2020
86 Mother Ignacia St., Quezon City
ADM. MATTER NO. NP-026 (2019-2020)
Roll No. 47308 TIN No. 178-800-377
IBP No. AR 30949398 / 1-3-19/Q.C.
PTR No. 7323390 / 1-3-19/Q.C.
MCLE Compliance No. VI-0000204