

Contract Agreement for Goods

This **CONTRACT AGREEMENT** made on the 20th day of June 2020 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 **WORKSYSTEMS INC.**, with office address at Km 21 E. Aguinaldo Highway #13 Anabu 1-B, Imus City, Cavite (hereinafter called the "**Supplier**");

WHEREAS, upon the invitation of the **Entity**, the **Supplier** submitted a price quotation for the **Supply, Delivery, and Installation of CCTV System**, in the amount of Two Hundred Thirty One Thousand Three Hundred Fifty Pesos (PhP 231,350.00), inclusive of appropriate EWT and VAT withholding taxes (hereinafter called the "**Contract Price**") which the **Entity** subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 005, series of 2020.

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** Technical Specification, attached as **Annex A**;
 - (b) The **Entity's** Annual Procurement Plan (APP) for FY 2020, attached as **Annex B**;
 - (c) The **Entity's** Request for Quotation dated 18 January 2020, attached as **Annex C**;
 - (d) The **Supplier's** price quotation received dated 24 January 2020, 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 **Lessor** shall be paid in full through Advice to Debit Account within thirty (30) calendar days upon full installation of the CCTV units.

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 WORKSYSTEMS INC.

By: 

MEDEL H. AFALLA
Officer-in-Charge, Office of the Chairman


By: 

MR. NOEL C. CORNELIO
VP for Operations

CERTIFIED FUNDS/ALLOTMENT AVAILABLE:

NITA M. LOPEZ-COSARES
Accountant III

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 22 day of JUN 22 2020 2020, the following persons exhibiting to me their respective valid identification cards, to wit:

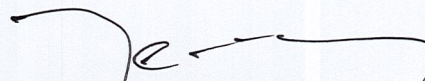
Name	Proof of Identity	Date/Place issued
1. Medel H. Afalla	_____	_____
2. Noel C. Cornelio	_____	_____

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.

Doc. No. 300 :
Page No. 63 :
Book No. 101 :
Series of 2020.


ATTY. TOMAS B. BAGA, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ADM. NO. NP-017 (2020-2021)
ATTYS. ROLL NO. 13003
IBP NO. 092633 / 1-6-20
PTR NO. CT-9985292 / 1-15-20 N. COT.
MCLE NO. VI-0028822
RGH BLDG. TIMOG COR. PANAY AVE. Q.C.