

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ November 2019 between Department of Science and Technology, Regional Office No. VIII, Government Center, Candahug, Palo, Leyte of the Philippines, hereinafter called "**the Entity**" of the one part and **MAY M. PAGSINOHIN**, Managing Head, **SCIENCE CENTRUM FABRICATION INC.** located at E-Com Bldg. Riverbanks Center, Marikina City of the Philippines, hereinafter called "**the Supplier**" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., "**Procurement of Scientific and Academic Equipment's for the project entitled: "Eastern Visayas Science Centrum in Palo"**" at Leyte Communication Technology Park, Palo, Leyte and has accepted a Bid by the Supplier for the supply of those goods and services as listed in Annex A hereof in the sum of **Four Million Six Hundred Ninety-Seven Thousand Five Hundred Pesos only. (Php 4,697,500.00)** 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 hereinafter 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 the Contract;
 - e. the Entity's Notice of Award;
 - f. the Entity's Contract; and
 - g. the Entity's Notice to Proceed
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 as follows:
 - a. 15% of the total amount will serve as down payment upon signing of this contract agreement;
 - b. Progress payment shall be made, as follows:
 - i. First progress payment upon reaching to at least 25% accomplishment
 - ii. Second progress payment upon reaching to at least 50% accomplishment
 - iii. Third progress payment upon reaching to at least 75% accomplishment

- iv. Final payment upon reaching 100% accomplishment and delivery, installation and commissioning of the equipment
- c. One (1) year warranty; and
- d. Lifetime after sales services.

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.

DEPARTMENT OF SCIENCE AND TECHNOLOGY, REGIONAL OFFICE NO. VIII (DOST RO VIII)


SCIENCE CENTRUM FABRICATION, INC.


ENTITY:

THE SUPPLIER:

Represented by:

Represented by:


JOHN GLENN D. OCAÑA
 OIC- Office of the Regional Director


MAY M. PAGSINOHIN
 Executive Director

WITNESSED BY:


RUFINO E. MENGOTE
 ARD-FAS, DOST-8


CLARO C. RESURRECCION
 Science Centrum Fabrication, Inc.

Certified Funds Available:


ROGEN VINCENT R. TOBIAS
 Accountant III

