

**Procurement of Supply, Delivery and Installation of
Furniture and Accessories (Lot Nos. 1 and 2)
Contract No. RO-PG2021-001**

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract Agreement is executed and entered into for all intents and in all respects at Quezon City, Philippines on this **AUG 06 2021** day of _____ 2021, by and between:

The **MWSS REGULATORY OFFICE**, with principal office address at 3rd Floor, Engineering Building, MWSS Complex, Katipunan Road, Balara, Diliman, Quezon City, represented by **ATTY. PATRICK LESTER N. TY**, Chief Regulator, hereinafter referred to as the "ENTITY";

AND

ASAHI DESIGN CENTRE, INC., with business address at Unit 222, Teoff Center, 355 T. Pinpin Street, Binondo, Manila City, represented by **MS. EREXEL SANCHEZ**, Authorized Representative, hereinafter referred to as the "SUPPLIER."

WITNESSETH

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the Procurement of Supply, Delivery and Installation of Furniture and Accessories (Lot Nos. 1 and 2) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Twelve Million Ninety Eight Thousand Two Hundred Pesos (Php 12,098,200.00) (hereinafter called "the Contract Price"), to wit:

Lot No.	Description	Amount
1	Modular Workstations, Partitions, and Accessories	Php6,893,200.00
2	Chairs	Php5,205,000.00
Total Amount		Php12,098,200.00

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act ("RA") No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (Annex A);
 - a. Schedule of Requirements;
 - b. Technical Specifications;



c. General and Special Conditions of Contract;

- ii. Supplemental/Bid Bulletin No. 1 (Annex B);
 - iii. Notice of Suspension of Procurement Activities dated 10 May 2021 (Annex C);
 - iv. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted (Annex D);
 - v. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation (Annex E);
 - vi. Performance Security (Annex F);
 - vii. Notice of Award of Contract and Bidder's Conforme thereto (Annex G);
 - viii. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *Twelve Million Ninety-Eight Thousand Two Hundred Pesos (Php 12,098,200.00)* or such other sums as may be ascertained, the Supplier agrees to supply, deliver and install the goods stated in the PBD for the Procurement of Supply, Delivery, and Installation of Furniture and Accessories (Lot No. 1 and 2) in accordance with its Bid.
 4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Philippine Bidding Documents, RA No. 9184, its implementing rules and regulations, and other laws and issuances.
 5. Any dispute arising from or in connection with the implementation of this Contract shall be submitted to arbitration in the Philippines in accordance with RA No. 876, the *Arbitration Law*, and RA No. 9285, the *Alternative Dispute Resolution Act of 2004*.
 6. Should the Entity be constrained to resort to court action for any dispute in connection with or arising from arbitration to protect its rights and interests, the Supplier shall pay the Entity attorney's fees equivalent to 20% of the total sum claimed in the complaint, plus litigation expenses after judgment is issued and has become final and executory. The attorney's fees shall in no case be less than Fifty Thousand Pesos (Php50,000.00). Venue of all court actions shall be laid exclusively in the proper court of Quezon City.

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



MWSS REGULATORY OFFICE

ASAHI DESIGN CENTRE, INC.

By:



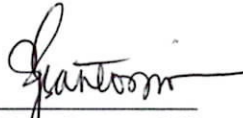
ATTY. PATRICK LESTER N. TY
Chief Regulator

By:



MS. EREXEL SANCHEZ
Authorized Representative

WITNESSES:



For MWSS Regulatory Office



For Asahi Design Centre Inc.

ACKNOWLEDGEMENT

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

AUG 06 2021

BEFORE ME, this _____ day of _____ 2021 at Quezon City, Philippines, personally appeared and exhibited to me their respective valid proof of identification as shown hereunder:

Name	Valid Proof of Identification	Date/Place of Issued
Patrick Lester N. Ty	_____	_____
Erexel Sanchez	_____	_____

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages including this acknowledgement and they acknowledged to me that the same is their own and free voluntary acts and deeds and the principals represented herein.

AUG 06 2021

IN WITNESS HEREOF, I have hereunto set my hand and seal this _____ day of _____ 2021 at Quezon City, Philippines.

Doc. No. 354;
Page No. 072;
Book No. _____;
Series of 2021.

ATTY. SONIA S. CANONIZADO
Notary Public for Quezon City
Adm. Matter No. 160 (2021-2022)
Until December 31, 2022
No. 19 Marunong Street,
Central Dist. Quezon City
Roll of Attorney No. 53968
PTR No. 0632635-1/7/21
Lifetime #BP No. 06634