

CONTRACT AGREEMENT

2021-0013

AUG 13 2021

THIS AGREEMENT made the _____ day of _____ 20____ between **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU** of the Philippines (hereinafter called “the **ENTITY**”) of the one part and **SUKI TRADING CORPORATION** in joint venture with **BOSTON HOME, INC.** with business addresses at Ibabao, Agus, Lapu-lapu City and 168 Apo Street, Sta. Mesa Heights, Quezon City, respectively (hereinafter called “the **SUPPLIER**”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **Supply, Delivery, Installation and Commissioning of Nine (9) Lots Solid Waste Management Equipment Consisting of Brand-New Biodegradable Waste Shredder and Brand-New Composter- Lot 4** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Forty-Seven Million Nine Hundred Four Thousand Pesos (PhP 47,904,000.00)** (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 as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. 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),
 - ii. the Schedule of Requirements;
 - iii. the Technical Specifications;
 - iv. the General and Special Conditions of Contract;
 - v. Supplemental Bid Bulletin No. 1;
 - vi. Performance Security; and
 - vii. the Entity’s Notification of Award.
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. 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. The **SUPPLIER** shall be fully responsible for the timely delivery of Goods upon acceptance of Notice to Proceed (NTP) at the specified site as stated in the Schedule of Requirement.

4. 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 extension if any, the **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 (1/10) of one percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. The maximum reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
5. In consideration of the payments to be made by the **ENTITY** to the **SUPPLIER** as hereafter 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.
6. 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 in the contract.
7. In consideration for the sum of *Forty-Seven Million Nine Hundred Four Thousand Pesos (PhP 47,904,000.00)* or such other sums as may be ascertained, **SUKI Trading Corp.** in joint venture with Boston Home, Inc. agrees to *Supply, Deliver, Install and Commission the said solid waste management equipment including Training of ENTITY's personnel under Nine (9) Lots Solid Waste Management Equipment Consisting of Brand-New Biodegradable Waste Shredder and Brand-New Composter-LOT-4* in accordance with his/her/its Bid.
8. The **SUPPLIER** is hereby instructed to Supply, Deliver, Install and Commission the said equipment including Training of ENTITY's personnel under Nine (9) Lots Solid Waste Management Equipment Consisting of Brand-New Biodegradable Waste Shredder and Brand-New Composter- LOT 4 upon receipt of Notice to Proceed.
9. Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to force majeure. Force majeure shall mean events beyond the control or and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented or avoided despite the exercise of due diligence.
10. The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

SUKI TRADING CORPORATION

ENVIRONMENTAL MANAGEMENT BUREAU

By:



VICTORIANO B. OCON
President and CEO

By:

ENGR. WILLIAM P. CUÑADO
Director




ENGR. ALBERT MARFE DELA TORRE
SUKI TRADING CORP.

SIGNED IN THE PRESENCE OF:



Republic of the Philippines)
Quezon City, Metro Manila) S.S.

ACKNOWLEDGEMENT

TAPI-LAPU CITY

BEFORE ME, a Notary Public for and in _____, Philippines personally appeared the following:

| Name | Proof of Competent Identity | Validity |
|----------------------------|-----------------------------|-----------------------|
| 1. ENGR. WILLIAM P. CUÑADO | _____ | _____ |
| 2. MR. VICTORIANO OCON | <u>P270-312 B</u> | <u>August 1, 2021</u> |

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own and free voluntary act and deed of the entity which each represents.

This instrument consists of three (3) pages wherein the acknowledgement is written, and the parties and witnesses have signed at the bottom of the last page and on left hand margin of pages 1 and 2.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signatures and Notarial Seal at _____, Philippines on this _____ day of AUG 13 2021 2021.



NOTARY PUBLIC

ATTY. YVONNE MARIE A. RIVERA-SEKATE
Notary Public
Commission No. 548-L until 12/31/2022
Roll of attorney No. 58975
IBP License No. 012094/January 3, 2013
PTR No. 8201951/1/4/2021/Lapu-Lapu City
Across hall of Justice, PUSOK, Lapu-Lapu City
MCLE Comp Cert No. VH-0004962/December 18, 2017

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