

CONTRACT AGREEMENT

2021-0034

THIS AGREEMENT made this 01 day of October 2021 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 JOINT VENTURE WITH BOSTON HOME INCORPORATED** with the business address at Agus, Ibabao, Lapu-lapu City, Cebu and at 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 *Lot 4 for the Supply, Delivery, Installation, Testing and Commissioning of Solid Waste Management Equipment consisting of Six (6) Brand-new Set of Plastic Recycling Equipment with Brand-new Plastic Chair Molds* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Sixty-Five Million and Fifty Thousand Pesos (PhP 65,050,000.00) (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. Performance Security; and
 - vi. 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.**



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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 Sixty-Five Million and Fifty Thousand Pesos (PhP 65,050,000.00), or such other sums as may be ascertained, **SUKI TRADING CORPORATION JOINT VENTURE WITH BOSTON HOME INCORPORATED** agrees to supply, delivery, install, test and commission *Lot 4 under the Supply, Delivery, Installation, Testing and Commissioning of Solid Waste Management Equipment consisting of Six (6) Brand-new Set of Plastic Recycling Equipment with Brand-new Plastic Chair Molds (Re-bidding)* in accordance with his/her/its Bid.
 8. The **SUPPLIER** is hereby instructed to supply, delivery, install, test and commission *Lot 4 under the Supply, Delivery, Installation, Testing and Commissioning of Solid Waste Management Equipment consisting of Six (6) Brand-new Set of Plastic Recycling Equipment with Brand-new Plastic Chair Molds (Re-bidding) within Ninety (90) calendar days* 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
JOINT VENTURE WITH
BOSTON HOME INCORPORATED**

**ENVIRONMENTAL MANAGEMENT
BUREAU**

By:


ALBERT M. DELA TORRE
Authorized Representative

By:


ENGR. WILLIAM P. CUÑADO
Director

SIGNED IN THE PRESENCE OF:





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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in CITY OF MANILA, Philippines personally appeared the following:

Name	Proof of Competent Identity	Validity
1. ENGR. WILLIAM P. CUÑADO	_____	_____
2. ALBERT M. DELA TORRE	<u>PRC Reg. No. 007160</u>	<u>Until 08/25/2024</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.

Contract Agreement No. 2021- 0034

This instrument consists of four (4) 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 CITY OF MANILA, Philippines on this 21 day of October 2021.

Doc. No. 62 ;
Page No. 13 ;
Book No. LXVIII ;
Series of 2021

NOTARY PUBLIC

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for the City of Manila-Valid 12/31/2021
Notarial Commission No. 2020-033
2/F Midland Plaza Hotel, Adriatico st., Ermita, Mla.
IBP. No. 134850/ Dec. 14, 2020 / Pasig City
PTR No.9821951 / Jan. 4, 2021 at Manila
Roll No.68731 MCLE Compliance No. VI-0017196-Jan.24,2019