

Republic of the Philippines
INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE
Gen. Santos Ave., DOST, Compound Bicutan Taguig City

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENT

THIS AGREEMENT, made this ___ day _____ 2018 between:

INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI) of the Department of Science and Technology (DOST), DOST Compound, Gen. Santos Ave., Bicutan, Taguig City, hereinafter called the "**Entity**" and,

ENRIQUE O. OLONAN & ASSOCIATES, with office address at Suite 305 Xavierville Square Condominium, 38 Xavierville Ave., Loyola Heights, Quezon City, Philippines, hereinafter called the "**Consultant**";

WHEREAS, the **Consultant** has an ongoing project with the **Entity** entitled, "Consulting Services for the Establishment of Simulation Testing Laboratory and Upgrading of Packaging Pilot Plant";

WHEREAS, on February 6, 2018, the ITDI Bids and Awards Committee (BAC), Sub-Committee for Infrastructure, resolved that the request for **Architectural and Engineering Design for the Repair of Packaging Technology Division (PTD) Building for Green Packaging Laboratory and PTD Warehouse** through the project "Upgrading and Enhancing the Capacity of the Packaging Technology Division in Packaging Research and Innovation" hereinafter called the "**Works**" will be negotiated with the **Consultant** as per **Resolution No. 2018-AC-02-001**;

WHEREAS, the **Consultant** has been determined to have complied with the requirements for a Negotiated Procurement under Section 53.4 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184 and was recommended for award as per **Resolution No. 2018-AC-03-002**;

WHEREAS, the **Entity** is desirous that the **Consultant**, in the amount of **Five Hundred Fifty Thousand Pesos (Php 550,000.00)**, will execute and complete the "**Works**" and will provide remedies in case of any defects therein;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



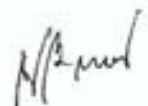
1. In this Agreement, words and expressions shall have the same meaning as respectively assigned to them in the Conditions of Contract hereinafter referred to;
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

Description of Document

Annex

Terms of Reference & Specifications;	A
BAC Resolutions;	B
Notice of Award of Contract and the Bidder's Conforme thereto;	C
Performance Security;	D
Technical Components;	E
Financial Components;	F
Other contract documents that may be required by existing Laws and/or the Entity.	G

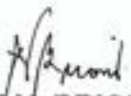
3. In consideration of the payments to be made by the ITDI to the **Consultant** as hereinafter mentioned, the **Consultant** hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects;
4. The **Entity** hereby covenants to pay the **Consultant** in consideration of the execution and completion of the Consulting Services, the Contract Price of **Five Hundred Fifty Thousand Pesos (Php 550,000.00)** or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract;
5. The whole **Works** comprised in this agreement shall be completed within **Forty Five (45) calendar days** counted from the receipt of Notice to Proceed;
6. In case the **Consultant** refuses or fails to satisfactorily complete the **Works** stipulated herein within the specified contract time, plus any time extension duly granted, and is hereby in default under the contract, the **Consultant** shall pay the **Entity** liquidated damages for each calendar day of delay, in an amount to be determined and paid in accordance with the Implementing Rules and Regulations of R.A. 9184 and further stipulated in the General Conditions of the Contract Clause 9;
7. The implementation of this agreement is further governed by the Contract Implementation Guidelines for Procurement of Consulting Services issued by the Government Procurement Policy Board (GPPB) of the IRR of R.A. No. 9184 as well as such other laws and issuances applicable to this Agreement.



 IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


INDUSTRIAL TECHNOLOGY
DEVELOPMENT INSTITUTE

ENRIQUE O. OLONAN &
ASSOCIATES


By:


ANNABELLE V. BRIONES, PhD.
OIC – Office of the Director

By:

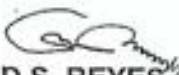

ENRIQUE O. OLONAN
Owner

Signed in the presence of:




ROMMEL I. BAUTISTA

Funds Available:


SOLEDAD S. REYES
Accountant IV

POST 112A - \$ 550,000.00

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

Municipality of _____

S.S.
MAR 28 2018

On this _____ day of _____, 2018, personally appeared
before me the following:

ANNABELLE V. BRIONES, PhD.	Valid ID : Issued on : Issued at :
ENRIQUE O. OLONAN	Valid ID : PRC ID NO. 0004643 Issued on : November 11, 2016 Issued at : Manila

Representing **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE** and
ENRIQUE O. OLONAN & ASSOCIATES respectively, known to me to be the same
persons who executed the foregoing Contract and Acknowledged to me that the same
is the free act and deed of the entities they respectively represent.

I hereby certify that this instrument consists of four (4) pages including this page
signed by the Parties and their respective witnesses.

IN WITNESS WHEREOF, I hereby affix my signature and notarial seal on the
date and place herein above mentioned.

Doc. No. 12 :
Page No. 4 :
Book No. 4 :
Series of 2018

NOTARY PUBLIC
ATTY. JESUS P. APUYOD
Appointment No. 1 (2018-2019)
Notary Public for Taguig,
Until December 31, 2019

4140 Gen. Santos Ave., Lower Bicutan, Taguig City
Roll No. 572661
PTR No. A-261656-2 / 3 Jan. 2018 / Taguig City
IBP Lifetime No. 012164 / RSM Chapter
MCLE Compliance No. V-0021570 / 16 May 2016