

Agreement

THIS AGREEMENT made this JAN 12 2021 day of 20 between **DUTY FREE PHILIPPINES CORPORATION** (hereinafter called "the Entity") of the one part **REMAX INTERNATIONAL, INC.** with address at No. 18 United St., Bo. Kapitolyo, Pasig City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for the **Supply, Delivery and Installation of Uninterruptible Power Supply (UPS) System (MIS1913)** and has accepted the Bid by the Supplier for the supply of those goods and services in the sum of **One Million Six Hundred Forty Thousand Pesos (PhP1,640,000.00)** (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 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 Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notification of Award.
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.

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.

DUTY FREE PHILIPPINES CORPORATION
TIN 001-816-857-000

By:



VICENTE PELAGIO A. ANGALA
Chief Operating Officer

REMAX INTERNATIONAL INCORPORATION
(TIN NO.001-250-469-000)

By:


CARLO DINO C. YAO
Team Head-Facilities System

Signed in the presence of:


HENRY L. TAN

ACKNOWLEDGMENT

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

BEFORE ME a Notary Public for and in PASIG CITY, on this ____ day of
JAN 12 2021, personally appeared:

<u>Name</u>	<u>Passport No.</u>	<u>Date/Place Issued</u>
DUTY FREE PHILS. CORP. VICENTE PELAGIO A. ANGALA	PP# P5146725A	23 November 2017/DFA Manila
REMAX INTERNATIONAL INC. CARLO DINO C. YAO	Driver's License N04-86-044632	09/02/2019/manila

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their voluntary act and deed.


This Agreement, consisting of two (2) pages, was signed by the parties together with their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
MCLE Compliance No. _____ [date issued]
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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GAUDENCIO A. BARBOZA, JR.
NOTARY PUBLIC
Cities of Pasig, San Juan and
in the Municipality of Pateros, Metro Manila
Until December 31, 2022
PTR No. A-5063681 /01/04/2021 Taguig City
IBP No. 131041/10/22/2020-For Year 2021/ RSM
Roll No. 41969
MCLE Comp. VI-0021812 / March 28, 2019
No. 11, Unit J Freemont Arcade Bldg.
Shaw Blvd Brgy. San Antonio, Pasig City
Appointment No. 38 (2021-2022)