

PROCUREMENT CONTRACT

G- 013 - 2016

This **CONTRACT**, is entered this 31st day of July 2016, by and between:

The **BUREAU OF JAIL MANAGEMENT AND PENOLOGY**, Government Agency of the Philippines, with principal address at 144 Mindanao Avenue, Project 8, Quezon City, represented by **J/CSUPT DEOGRACIAS C TAPAYAN, OIC, BJMP**, hereinafter referred to as the “**Entity**”.

and

The **SPARTANS 3 TRADING CORPORATION** with business address at Unit 1109-1112 V.V. Soliven Complex, 189 EDSA, San Juan City, represented by **Mr. Mark Anthony H Lao, Authorized Representative**, hereinafter referred to as the “**Supplier**”.

WHEREAS, the **ENTITY** is desirous of the **Supply and Delivery of 1,200 Units of Handcuffs** (hereinafter called “**Goods**”) and **ENTITY** has accepted the bid of Five Hundred Ninety-Eight Thousand Eight Hundred Pesos Only (Php 598,800.00) by the **SUPPLIER** for the supply and delivery of such goods for a period of Forty Five (45) Calendar Days upon receipt of the Notice to proceed (NTP).

THE PARTIES HEREBY AGREED TO THE TERMS STATED HEREUNDER:

1. THAT in this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to;

2. THAT the following documents shall be attached, deemed to form and be read, construed as part of this Agreement, to wit:

- a. General and Special Conditions of the Contract;
- b. Specifications;
- c. Instructions to Bid;
- d. Instructions to Bidders;
- e. Bid Data Sheet;
- f. Bid Form, including all the documents/ statements contained in the Bidders bidding envelopes, as annexes;
- g. Eligibility requirements, documents and/or statements;
- h. Performance Security;
- i. Notice of Award of Contract and the bidder’s conforme thereto;
- j. Other contract documents that may be required by existing laws and/or the **ENTITY**.

3. THAT 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 execute and complete the delivery of Goods and remedy any defects therein in conformity with the provisions of this Contract and the relevant provisions on Obligations and Contracts (Book IV, Titles I and II) and Sales (Book IV, Title VI) of the Civil Code of the Philippines;

4. THAT the ENTITY hereby covenant to pay the SUPPLIER in consideration of the provision of the goods 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 have hereunto executed this Procurement Contract and hereby affixed their signatures this _____ day of _____, 2016, at the BJMP-National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City, Philippines.

For the ENTITY


DEO GRACIAS C. TARAYAN, CESE
OIC, BJMP

BJMP ID No. _____

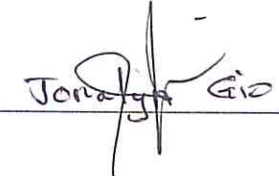
For the SUPPLIER


MR. MARK ANTHONY H. LAO
Authorized Representatives, SPARTANS 3
TRADING CORPORATION

ID #: _____

Witnesses:





Republic of the Philippines)
Quezon City) ss.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the above named parties and presenting to me their respective government identification cards presented above, both personally known to me as the same persons who executed the foregoing instrument on their own, free and voluntary act and deed.

This instrument consist of two (2) pages including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this July 25 of 2016 2016 in Quezon City, Philippines.

Doc. No. 66
Page No. 13
Book No. 108
Series of 2016

Notary Public
JOEL G. GORDOLA
Notary Public
Commission expires until December 31, 2017
Adm. No. 069, Roll No. 25103, IBP No. 1013094
PTR No. 1816282-1/04/16; Q.C.
TIN 126-768-803; MCLE No. V-0001521
Until 1 # 678 Quirino Highway, Guisoa, Novaliches, Q.C.