

ANNEX “K”

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the ____ day of _____ 20____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called “the Entity”;

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called “the Supplier”.

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the “Contract Price.”

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
 - a. Philippine Bidding Document (PBD); *[Select one, delete the others]*
 - *For Procurement of Goods*
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. 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;
 - iv. Bid Data Sheet;
 - v. Schedule of Requirements;
 - vi. Technical Specifications;
 - vii. General and Special Conditions of Contract;
 - viii. Supplemental Bid Bulletins, if any; and
 - ix. Other contract documents that may be required by existing laws and/or the Entity.
 - *For Procurement of Infrastructure Projects*
 - i. Drawings/Plans;
 - ii. Specifications;/Scope of Work;

- iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract; and
 - v. Supplemental Bid Bulletins, if any;
- *For Procurement of Consulting Services*
 - i. General and Special Conditions of Contract;
 - ii. Terms of Reference;
 - iii. Request for Expression of Interest;
 - iv. Instructions to Bidders;
 - v. Bid Data Sheet;
 - vi. Addenda and/or Supplemental/Bid Bulletins, if any;
 - vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;
 - viii. Eligibility requirements, documents and/or statements;
 - ix. Performance Security;
 - x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
 - xi. Other contract documents that may be required by existing laws and/or the Entity.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's *Conforme* thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
2. In consideration of the Contract Price of *[Contract Price in words and figures]*, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
 3. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
 4. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity
Head of the Procuring Entity or Duly
Authorized Representative

For the Bidder
Duly authorized to sign the Contract for and
behalf of *[Bidders Name]*:

[Signature over Printed Name]
[Position/Designation]
[Date]

[Signature over Printed Name]
[Position/Designation]
[Date]

Signed in the presence of:

[Name and Signature]
Witness – Procuring Entity

[Name and Signature]
Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of (month & year) personally appeared the following:

Name	ID Name, Number and Validity Date
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Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

(Notary Public)

Until

PTR No. _____

Date _____

Place _____

TIN _____

IBP _____

Doc. No. ;
Page No. ;
Book No. ;
Series of 20____.

Note:

The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II of the 2004 Rules on Notarial Practice. “Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of _____ an individual based on at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s _____ license, Professional Regulations Commission ID, National _____ Bureau of Investigation clearance, police clearance, postal ID, _____ voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;