

Contract Agreement for the Procurement of Goods

THIS AGREEMENT made on the ____ day of _____ 20____
between:

The **FOOD and DRUG ADMINISTRATION**, a National Government Agency organized and existing by virtue of Republic Act No. 3720, as amended, with address at Food and Drug Administration Main, Civic Drive, Filinvest City, Alabang, Muntinlupa City, represented by its (OFFICER-IN-CHARGE,) DIRECTOR GENERAL, **(INSERT NAME OF DIRECTOR GENERAL)** (hereinafter called the “**FDA**”;

- and -

(COMPLETE NAME OF SUPPLIER), a corporation duly organized and existing under Philippine laws, with principal office address at **(INSERT COMPLETE PRINCIPAL OFFICE ADDRESS)**, represented herein by **(INSERT THE NAME, RANK, AND DESIGNATION OF THE AUTHORIZED REPRESENTATIVE)**, hereinafter called “the **SUPPLIER/SERVICE PROVIDER/ACRONYM OF SUPPLIER**”)

The FDA and the **(SUPPLIER/SERVICE PROVIDER/SUPPLIER ACRONYM)** may each be referred to as a “Party”, and collectively as “Parties.”

WITNESSETH That:

WHEREAS, the FDA invited Bids for the certain goods and ancillary services (the “Bid”), particularly **(INSERT TITLE OF THE PROCUREMENT PROJECT)** (the “**Services/Goods**”) under ITB No. (Please insert the ITB Reference) and has accepted a Bid by the **(SUPPLIER/SERVICE PROVIDER/SUPPLIER ACRONYM)** for the supply of those goods and services the **(Brief Description of the Project)** in the sum of **(INSERT BID PRICE IN WORDS)** ONLY (**Php INSERT CONTRACT PRICE IN FIGURES**) (hereinafter called “the Contract Price”).

(Insert whereas clauses as needed)

NOW THEREFORE, for and in consideration of the abovementioned premises, the FDA and the **(SUPPLIER/SERVICE PROVIDER/SUPPLIER ACRONYM)** hereby agrees 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. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

- 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.**

3. In consideration for the sum of *[total contract price in words and figures]*, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. This Agreement contains all the terms and conditions agreed upon by the parties with reference to the subject matter contained in this Agreement. No other agreement, oral or otherwise, shall be deemed to exist or to bind either of the parties to this Agreement.

No Amendment to this Agreement may be made except by a written instrument signed by both parties, executed in the same formalities as this Agreement.

6. This Agreement may be renewed upon mutual agreement of the parties by giving written notice to the other party at least thirty(30)/sixty (60) (Choose one only) days prior the extinguishment of this contract.

7. This Agreement is governed by, and construed in accordance with, the laws of the Republic of the Philippines. Any dispute between the PARTIES arising out of, or relating to this agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiation.

If such dispute cannot be settled amicably, the parties shall resort to Alternative Dispute Resolution (ADR) through arbitration.

Should the resort to arbitration fail, the parties agree that all suits shall be filed in the appropriate courts of Makati City or Muntinlupa City only, to the exclusion of all other courts.

8. Should the Service Provider fail to satisfactorily deliver goods under the contract in accordance with the terms of this Agreement, inclusive of duly granted time extensions, if any, the Service Provider shall be liable for damages for the delay and shall pay the FDA liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the FDA.

The FDA need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the Service Provider, or collected from any securities or warranties posted by the Service Provider, whichever is convenient to the FDA.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the FDA may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with existing applicable laws, rules and regulations.

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.

[Insert Name and Signature]

[Insert Name and Signature]

*[Insert Signatory's Legal
Capacity]*

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]