

## Contract Agreement No. 2020-09

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This AGREEMENT made this \_\_\_\_\_ day of JUL 06 2020 between **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)** represented by its **Administrator HANS LEO J. CACDAC**, OWWA Center Building cor. 7<sup>th</sup> Street and F.B. Harrison St., Pasay City, Philippines, hereinafter called the "**Client**" of the one part and **PULSER ENTERPRISES, INC.** represented by its **Manager, Sales & Marketing JOHN MILLER BANARES**, 2678 Gen. Cailles St., Bangkal, Makati City hereinafter called the "**Contractor**" of the other part.

WHEREAS, the Client invited Bids for **Preventive Maintenance for OWWA Fire Alarm System for CY 2020** hereinafter called the "Works" and the Client has accepted the bid for **Two Hundred Thirteen Thousand One Hundred Twelve Pesos and 94/100 (Php213,112.94)** by the Contractor for the execution and completion of such Services and the remedying of any defects therein.

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 constructed as part of this Agreement, viz.:
  - (a) Terms of Reference;
  - (b) Request for Price Quotation;
  - (c) Eligibility requirements, documents and/or statements;
  - (d) Notice of Award of Contract and the Bidder's conforme thereto;
  - (e) Other contract documents that may be required by existing laws and/or the Client.
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the provision of the 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 thereto have caused this Agreement to be executed the day and year first before written.

  
**HANS LEO J. CACDAC**  
Administrator


  
**JOHN MILLER BANARES**  
Manager, Sales & Marketing

For  
**OVERSEAS WORKERS WELFARE  
ADMINISTRATION**



For  
**PULSER ENTERPRISES,  
INC.**

Signed in the presence of:

  
**GERARDO S. GATCHALIAN**  
Witness

  
\_\_\_\_\_  
Witness

**CERTIFIED FUNDS AVAILABILITY:**

  
**KAREN JOY B. PADDUYAO**  
Chief, Accounting Division   
₱ 213,112.94  
ORS # 2020061010  
March to Dec. 2020

**ACKNOWLEDGMENT**

Republic of the Philippines  
City of City of Makati) S.S.

BEFORE ME, a Notary Public for in the City of City of Makati, this     day of JUL 06 2020, personally appeared, **Administrator HANS LEO J. CACDAC** representing **OVERSEAS WORKERS WELFARE ADMINISTRATION** with Passport No. S0011238A issued on 23 AUG 2017 at DFA MANILA, and **JOHN MILLER BANARES** representing **PULSER ENTERPRISES, INC.** with Residence Certificate No.                      issued on                      at                     , known to me to be the same persons who executed this foregoing instrument and that they acknowledged to me that the same is their own free act and voluntary deed as well as the free act and purposes therein set forth.

- (a) Terms of Reference;
- (b) Request for Expression of Interest;
- (c) Eligibility requirements, documents and/or statements;
- (d) Notice of Award of Contract and the Bidder's conforme thereto;
- (e) Other contract documents that may be required by existing laws and/or the Client.

This instrument, consisting of the abovementioned annexes including the page on which this acknowledgement is written and the documents listed below, refers to an Agreement signed by the parties and their instrumental witness at page 2 and on the left hand margin of each and every page thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal at                     , Philippines, this JUL 06 2020 day of                     , 2020.

Notary Public

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Series of 2020

*[Signature]*  
**ATTY. JOHN DOMINGO L. PONCE, JR.**  
 NOTARY PUBLIC  
 APPOINTMENT No. M-92 / MAKATI CITY  
 UNTIL DECEMBER 31, 2020  
 PTR No. 8117229 / 01-2-2019 / MAKATI CITY  
 IBF No. 100585 / 01-03-2020 / RIZAL  
 MCLE COMPLIANCE No. VI-0027026 / 05-28-2019  
 ROL No. 36482 / TIN No. 106-089-102-000  
 Unit G-14 Makati Executive Tower 3  
 Sen. Gil Puyat Avenue, Pio del Pilar,  
 Makati City, Metro Manila