THIS AGREEMENT made this 30th day of July 2018 between DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines (hereinafter called "the Procuring Entity") of the one part and DVK Philippines Enterprises of 11 Capt. M. Tanyag St., Ligid-Tipas, Taguig city, Metro Manila, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., Supply and Delivery of Toner Cartridges for Office Use of Pantawid Pamilya with ITB No. DSWD7-PB-2018-15 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of One Million Four Hundred Forty Eight Thousand Eight Hundred Eighty Eight Pesos (P1,448,888.00) (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.
- The following documents shall be deemed to form and be read and construed as part of this 2. Agreement, viz.:
  - the Supplier's Bid, including the Technical and Financial Proposals, and all other (a) 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:
  - the Technical Specifications; (c)
  - the General Conditions of Contract; (d)
  - the Special Conditions of Contract; (e)
  - (f) and Performance Security; and
  - the Entity's Notification of Award. (g)
- 3. In consideration of the payments to be made by the Procuring 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 Procuring 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.

For the Supplier:

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.

## SIGNED, SEALED, DELIVERED BY:

For the Procuring Entity:

SHALAIN MARIE S. LUCERO Director III a

**DENNIS CHRISTOPHER S. DEE** General Manager

WITNESSES:

Marketing Manager

CLAVELC. SAYCON SWO IV/End-User



## ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this \_\_\_\_\_

For the Supplier:

personany appeared:	AUG 10 2018
<u>Name</u>	<u>ID No.</u> <u>Issued at/on</u>
SHALAINE MARIE S. LUCERO	PRC Reg.No.0007010 <u>Manila/July 18,1988</u>
DENNIS CHRISTOPHER S. DEE	UMID CRN-0111-3867322-7 <u>Pasig City</u> , M.M.

respectively, known to me and known to be the same person who executed the foregoing contract consisting of two (2) pages including the page whereon the acknowledgment is written and they acknowledged before me that the same is their free and voluntary act and deed and that they are authorized to sign the same.

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

For the Procuring Enviry! CLAVEL C SAW SWO IV/End-V Doc. No. 263 Page No. Book No. Series of 2018.

Notary Public RULL No. 26683 TIN NO. 210-588-191-000 MCLE V-0004493 and FLOOR ARMAL BLDG. URBANO VELASCO AVE. MILINAO, PASIGCITY 12.24

Funds Available:

LOUIE RANC. VILLARIN Accountant III