

Contract Agreement

THIS AGREEMENT made this 30th day of August 2018 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "the Procuring Entity") of the one part and **Aloja Builders and Realty of Purok Kamunggay, Lower Guiwano, Poblacion, Compostela, Cebu, Philippines** (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., *Supply and Delivery/Installation of Furniture and Fixtures* with ITB No. **DSWD7-PB-2018-23** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Million One Hundred Sixty-Five Thousand Five Hundred Thirty-One Pesos (₱ 5,165,531.00)** (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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other 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;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) and Performance Security; and
 - (g) the Entity's Notification of Award.
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.


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:


GRACE Q. SUBONG
OIC-ARB for Administration

For the Supplier:


JONAH Y. SUACILLO
Owner/General Manager

WITNESSES:


EMMA F. PATALINGHUG
SWO IV


JHOBELLE P. PITOGO
Office Operations Manager

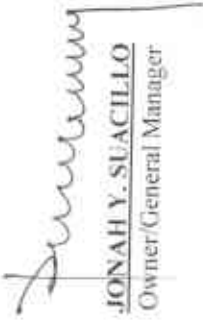

GRACE Q. SUBONG
OIC-ARD for Administration

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this 05 SEP 2018 personally appeared:

<u>Name</u>	<u>ID No.</u>	<u>Issued at / on</u>
GRACE Q. SUBONG	_____	_____
JONAH Y. SUACILLO	_____	_____

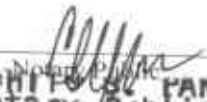

JONAH Y. SUACILLO
Owner/General Manager

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.


EMMA F. PATALINGHUG
SWO

Doc. No. 489
Page No. 96
Book No. 20
Series of 2018.


MIY CHITO S. FANTALEON
Notary Public
Until December 31, 2019
PTR No. 3748496/12/5/2017
Roll No. 469690 Commission
No. 6416 LIFETIME No. 01818
MCLE No. 0023007-12-10
D. Jakesalem St., Cebu City


JHOBELLE P. PITOGO
Office Operations Manager

Funds Available:

LOUIE RAY VILLARIN
Accountant III