

## Contract Agreement Form

THIS AGREEMENT made this 28 day of September 2018 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "the Procuring Entity") of the one part and **GBV Construction of 173 Del Rosario Street, Catbalogan City, Samar** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Construction of RRCY Vocational Training Center and School Building with ITB No. DSWD7-PB-2018-27** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Eight Million One Hundred Thirty Two Thousand Six Hundred Six & 31/100 (P8,132,606.31)** (hereinafter called "the Contract Price").

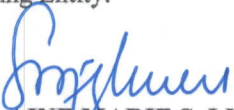
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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:

  
**SHALAINÉ MARIE S. LUCERO**  
Director III

For the Supplier:

  
**GILLIS B. VELARDE**  
Proprietor

**WITNESSES:**

  
**ROSEMARIE S. SALAZAR**  
SWO IV / Chief, Protective Division

  
**NESTOR B. DASIG**  
Operation Manager

**ACKNOWLEDGMENT**

For the Procuring Entity:

*[Signature]*  
**SHALAINA MARIE S. LUCERO**  
Director III

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

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

<u>Name</u>	<u>ID No.</u>	<u>Issued at / on</u>
SHALAINA MARIE S. LUCERO		
GILLIS B. VELARDE	<i>CPC 20099948</i>	<i>Catbalogan city 1-14-18</i>

For the Supplier:

*[Signature]*  
**GILLIS B. VELARDE**  
Proprietor

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.

*[Signature]*  
**MARY AGNES C. SEDANZA PUSAY**  
Notary Public for Tactosan, Leyte  
Commission No. 2017-01-14 Until 31 Dec 2018  
Roll No. 66660/ IBP Lifetime No. 014794  
PTR No. 1401315; 1-5-18; Palo, Leyte  
B16 L22 Camella, Campetic Palo, Leyte

For the Procuring Entity:

*[Signature]*  
**ROSEMARIE S. SALAZAR**  
SWO IV / Chief, Protective Division

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Series of 2018.

Funds Available:

*[Signature]*  
**LOUIE RAY C. VILLARIN**  
Accountant III

For the Supplier:

*[Signature]*  
**NESTOR B. DASIG**  
Operation Manager