

Contract Agreement Form

THIS AGREEMENT made this 27th 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 **Deokma Eight Trading Inc. of Unit 1 Greenhills Product Compound, M.L. Quezon St., Casuntingan, Mandaue City, Cebu** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Rebidding of Supply and Delivery/Installation of Home Appliances and Air-conditioning Equipment** with ITB No. **DSWD7-PB-2018-28** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Seven Hundred Seventy Nine Thousand Three Hundred Thirty Pesos (P1,779,330.00)** for Lot 1 and **Eight Hundred Forty Nine Thousand Six Hundred Twenty Six & 66/100 (P849,626.66)** for Lot 2 (hereinafter called "the Contract Price").

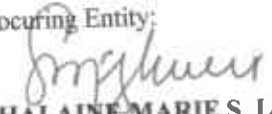
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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:


SHALAINIE MARIE S. LUCERO
Director III

For the Supplier:


CRISILDO ABAS
Sales Coordinator

WITNESSES:


ROSEMARIE S. SALAZAR
SWO IV / Chief, Protective Division


JOANNE A. PACILAN
Branch Head

ACKNOWLEDGMENT

For the Procuring Entity:
Shalaine Marie S. Lucero
SHALAINA MARIE S. LUCERO
Director III

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

Mandaue City OCT 10 2018

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		
CRISILDO ABAS	UMIDCOM - 0111 - 0760743 - 9	

For the Supplier:
CRISILDO ABAS
CRISILDO ABAS
Sales Coordinator

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 Entity:
Rose Marie S. Salazar
ROSEMARIE S. SALAZAR
SWO IV / Chief, Protective Division

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Series of 2018.

Notary Public
Victor Rey T. Gingoyon
VICTOR REY T. GINGOYON
Notary Public for Mandaue City & Municipalities of Compostela, Lilo-an, Compostela and Caraga, Cebu
Notarial Commission No. 2018-13; until 31 December 2019
627 Zamora St., Centro, Mandaue City, Cebu
PTR No. 0719499; 01-03-18; Mandaue City
IBP No. 1065278; 11-10-17; Cebu
TIN 182-402-209
Atty: Roll No. 46698

Funds Available:
Louie Ray C. Villarain
LOUIE RAY C. VILLARIN
Accountant III

For the Supplier:
Joanne A. Pachian
JOANNE A. PACHIAN
Branch Head