

Contract Agreement Form

THIS AGREEMENT made this ____ day of June 2019 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "the Procuring Entity") of the one part and **Café Security and Investigation Agency, Inc. of Café-Gonzales Building, N. Bacalso Avenue, Bulacao, Talisay City, Cebu** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Provision of Security Manpower Services for 2nd Semester for CY 2019 with ITB No. DSWD7-PB-2019-35** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Four Million One Hundred Eighteen Thousand Eight Hundred Fifty-Nine Pesos and 42/100 (P 4,118,859.42)** (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:


REBECCA P. GEAMALA
Regional Director

For the Supplier:


JUSTO S. CAFE
President

WITNESSES:


ENGR. EMMANUEL M. EDLES
AO V / Head, General Services Section


SARRA MAY P. PANSACALA
Marketing Officer

ACKNOWLEDGMENT

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

MUN 2 8 2019

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

Name
REBECCA P. GEAMALA
JUSTO S. CAFE

ID No.

Issued at / on

Driver's license 606-04-007076 Talisay City / 2018/11/07

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.

ATTY RAUL L. PATOA
NOTARY PUBLIC CEBU CITY
UNTIL DEC 31 2019
PTR NO. 164013371-3-19
ROLL NO. 44641
NOTARY COM. 0121
LIFE TIME NO. 07936
OFFC. D. JAKOSALEM ST. CEBU CI
BAYANHAN BLDG. PROV. OF CEBU

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Funds Available

LOUIE RAY C. VILLARIN
Accountant III

For the Procuring Entity:

REBECCA P. GEAMALA
Regional Director

For the Supplier:

JUSTO S. CAFE
President

For the Procuring Entity:

ENGR. EMMANUEL M. EDLES
AO V / Head, General Services Section

For the Supplier:

SARRA MAY P. PANSACALA
Marketing Officer