

Contract Agreement

THIS AGREEMENT made this 23rd day of April 2018 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called “**the Procuring Entity**”) of the one part and **Cafe Security and Investigation Agency, Inc. of Talisay South Central Square, Lawaan III, Talisay City, Cebu, Philippines** (hereinafter called “**the Contractor**”) of the other part:

WHEREAS the **Procuring Entity** invited Bids for certain goods and ancillary services, viz., **Provision of Additional Security Manpower Services for CY 2018 with ITB No. DSWD7-PB-2018-04** and has accepted a Bid by the **Contractor** for the supply of those goods and services in the sum of **Three Million Eighty Six Thousand Two Hundred Ninety Eight Pesos & 72/100 (₱3,086,298.72)** (hereinafter called “**the Contract Price**”).

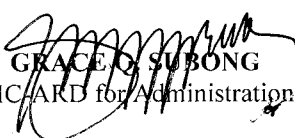
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 Contractor’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 **Contractor** 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 **Contractor** 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-ARD for Administration

For the Supplier:


JUSTO S. CAFE
CEO & General Manager

WITNESSES:


ENGR. EMMANUEL M. EDLES
Administrative Officer V/End-user


SARRA MAYR PANSACALA
Marketing Staff

ACKNOWLEDGMENT

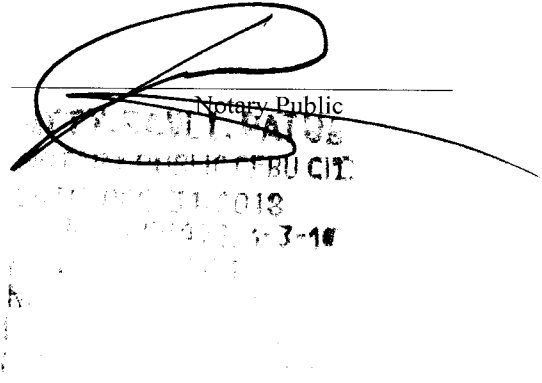
Republic of the Philippines)
Cebu City)S.S.

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this 07 MAY 2018,
personally appeared:

<u>Name</u>	<u>ID No.</u>	<u>Issued at / on</u>
GRACE Q. SUBONG		
JUSTO S. CAFE	TIN 218-564-208-000	Talisay City / 5 / 7 / 2008

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.



Doc. No. 710
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Book No. 10
Series of 2018.

Funds Available:

LOUIE RAY C. VILLARIN
Accountant III