

Contract Agreement Form

THIS AGREEMENT made this 11th day of October 2018 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "the Procuring Entity") of the one part and **Bohol Plaza Resort and Restaurant, Philippines** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Lots 1 and 3 of "Provision of Board and Lodging and Venue for the Roll-out Training on "Makilahok" or Barangay Development Planning and Management"** under **ITB No. DSWD7-PB-2018-40** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Three Million Four Hundred Thirty One Thousand Four Hundred Pesos (₱3,431,400.00)** for **Lot 1** and **Two Million Five Hundred Seventy Eight Thousand Eight Hundred Pesos (₱2,578,800.00)** for **Lot 3** (hereinafter called "the Contract Prices").

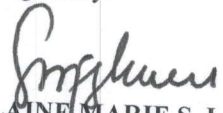
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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:

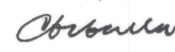

SHALAINIE MARIE S. LUCERO
Director III

For the Supplier:


MA. GEVE KAPIRIG
Sales & Marketing Director

WITNESSES:


SHEBA S. DABON
SWO IV/RPC


CARINA IBALLA
Accounting Officer

For the Supplier:

Carina Balla
CARINA IBALLA
Accounting Officer

For the Procuring Entity:

Sheba S. Dabon
SHEBA S. DABON
SWO IV/RPC

For the Supplier:

Ma. Geve Kapiroig
MA. GEVE KAPIRIG
Owner/General Manager

For the Procuring Entity:

Shalaine Marie S. Lucero
SHALAINA MARIE S. LUCERO
Director III

ACKNOWLEDGMENT

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	PRC Reg. No. 0007010	Manila City/July 18, 1988
MA. GEVE KAPIRIG	CRN-1147350-5	

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.

Maria Evaneliza T. Cloma-Lucero
Notary Public
Atty. MARIA EVANELIZA T. CLOMA-LUCERO
Notary Public until December 31, 2018
IBP Lifetime No. 018286; 09-28-2017
PTR No. 3310904; 01-05-2018
Roll of Attorneys No. 53446; NCS No. 2017-039
TIN 185-879-283
CLOMA-LUCERO & MASLOG LAW OFFICES
2/F Maslog Bldg., 11 Remolador St., Tagbilaran City

Funds Available:

Louie Ray C. Villarain
LOUIE RAY C. VILLARIN
Accountant III