

Contract Agreement Form

THIS AGREEMENT made this 5th 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 **Excellent General Services, Inc. of 28 Evangeline Reyes St., BF Resort Village, Talon II, Las Piñas City, Metro Manila, Philippines** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Provision of Janitorial Manpower Services for CY 2018 with ITB No. DSWD7-PB-2018-05** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Nine Hundred Thirty Nine Thousand Eighty Pesos & 10/100 (₱1,939,080.10)** (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:

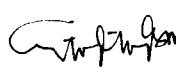

MA. EVELYN B. MACAPOBRE, CESO III
Director IV

For the Supplier:


GINA O. RAMOS
President & Gen. Manager

WITNESSES:


ANTONIO R. DOLAOTA, CPA, MPA
BAC Secretariat Head


RUCHILL M. TUdTUD
Project Coordinator

ACKNOWLEDGMENT

Republic of the Philippines)
LAS PIÑAS CITY)S.S.

Director IV

MA. EVELYN B. MACAPOBRE

For the Procuring Entity:

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this APR 19 2018, personally appeared:

<u>Name</u>	<u>ID No.</u>	<u>Issued at / on</u>
MA. EVELYN B. MACAPOBRE	790890	QC July 17, 2017
GINA O. RAMOS Drivers License	126-98-018401	LPC 8-27-2015

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. HERMINO TUBANA, SR.
Notary Public
Notary Public Until December 31, 2018
PTR No. 11472465 J, 01-29-2018, Las Piñas City
IBP No. 029795, 01-26-2018, Pasig City
Attorneys Roll No. 18657
MCLE Compliance # V-0020630, 04-28-2016
No. 2F, Ocampo Ave., Manuela IV Subd.
Pamplona III, 1740 Las Piñas City
Tel. No. 872-8455 / Cell: 0917-816-6149

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Funds Available:

LOUIE RAY C. VILLARIN
Accountant III

For the Procuring Entity:

ANTONIO R. DOLAOTA
BAC Secretariat Head

For the Supplier:

RUCHILL M. TUDTUD
Project Coordinator