

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 **Virgilio and Elsa General Merchandise, Philippines of Pilit, Cabanalan, Mandaue City** (hereinafter called "**the Supplier**") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of SFP Advocacy Bags** with ITB No. **DSWD7-PB-2018-07** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Forty Two Thousand Nine Hundred Fifty Five Pesos (₱2,042,955.00)** (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:

For the Supplier:

MA. EVELYN B. MACAPOBRE, CESO III
Director IV

ELSA A. CALO
Proprietor

WITNESSES:

MELINDA D. CAÑARES
Nutritionist Dietician III/End-user

VIRGILIO B. CALO
Spouse

ACKNOWLEDGMENT

For the Procuring Entity:

MA. EVELYN B. MACAPOBRE
Director IV

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

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this 1/17/2018,
personally appeared:

Name

ID No.

Issued at / on

MA. EVELYN B. MACAPOBRE

ELSA A. CALO

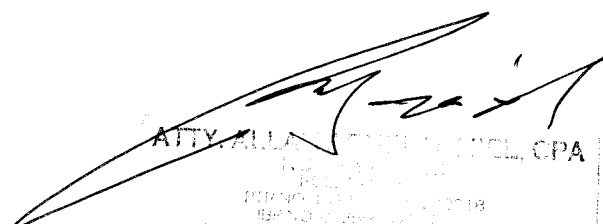
For the Supplier:

ELSA A. CALO
Proprietor

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.

Notary Public


ATTY. ALLAN... CPA
MCLE NO. 1007... 2019
NOTARIAL COM. NO. 0417... 2018
CEBU CITY, PHILIPPINES

For the Procuring Entity:

MELINDA D. CAÑARES
ND III/End-User

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Book No. 1

Series of 2018.

Funds Available:

LOUIE RAY C. VILLARIN
Accountant III

For the Supplier:

VIRGILIO B. CALO
Spouse