

Contract Agreement Form

THIS AGREEMENT made this 15th day of June 2018 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "**the Procuring Entity**") of the one part and **Pilipinas Shell Petroleum Corporation of Shell House Building, 156 Valero Street, Makati City, Philippines** (hereinafter called "**the Supplier**") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Negotiated Procurement After Two-Failed Biddings of Provision of Petroleum, Oil and Lubricants for CY 2018 using Fleet Card Facility with ITB No. DSWD7-NP-2018-02** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Five Hundred Seven Thousand Five Hundred Pesos (P1,507,500.00)** (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:


GRACE Q. SUBONG
OIC-ARD for Administration

For the Supplier:


JACQUELINE B. FAMORCA
Sales Manager Philippines

WITNESSES:


EMMANUEL M. EDLES, RCE
AO V/End-user


JONATHAN AFABLE
Deal Management

ACKNOWLEDGMENT

For the Procuring Entity:

[Signature]
GRACE Q. SUBONG
OIC-APP for Administration

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

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this JUL 04 2018,
personally appeared:

Name

ID No.

Issued at / on

GRACE Q. SUBONG

JACQUELINE B. FAMORCA

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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. RAYMOND L. BERTULFO
Notary Public
Commission No. 0212 Until December 2018
Woodbright Drive, Sudlon Lahug, Cebu City
PTR No. B243926 01/5/2018 Cebu City
IBP No. AP000252 12/28/2017 Cebu City
Roll of Attorney No. 50058



Funds Available:

LOUIE RASC. VILLARIN
Accountant-III

For the Supplier:

[Signature]
JACQUELINE B. FAMORCA
Sales Manager Philippines

For the Procuring Entity:

[Signature]
EMMANUEL M. MEDILES, RCE
AO V/End-User

Doc. No. 274
Page No. 56
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For the Supplier:

[Signature]
JONATHAN AFABLE
Deal Management