

Contract Agreement Form

THIS AGREEMENT made this 12th day of November 2018 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "**the Procuring Entity**") of the one part and **Mageserg Construction and General Merchandise of Santa Barbara, Ilicitan, Zamboanga Sibugay** (hereinafter called "**the Supplier**") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Completion of Home for Girls Two-Storey Building with ITB No. DSWD7-PB-2018-30** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Twelve Million Six Hundred Sixty-Nine Thousand Eight Hundred Fifteen Pesos & 26/100 (₱12,669,815.26)** (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.

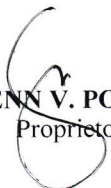
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED, DELIVERED BY:


For the Procuring Entity:

For the Supplier:


MA. EVELYN B. MACAPOBRE, CESO III
Director IV


GLENN V. POGAJA
Proprietor

WITNESSES:


EMMA F. PATALINGHUG
SWO IV / Regional Center Coordinator


VENER LUMAPAK
Civil Engineer

ACKNOWLEDGMENT

or the Procuring Entity:

[Signature]
MA. EVELYN B. MACAPOBRE, CESO III
Director IV

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

NOV 13 2018

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

Name ID No. Issued at / on

MA. EVELYN B. MACAPOBRE, CESO III _____

GLENN V. POGAJA _____

For the Supplier:
[Signature]
GLENN V. POGAJA
Preprietor

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.

For the Procuring Entity:

[Signature]
EMMA F. PATALINGHANG
SWO IV / Regional Center Coordinator

Doc. No. 170
Page No. 34
Book No. LVIII
Series of 2018.

ATTY. GIOVANNI D. SUSUSCO
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 2016-16-EJ
UNTIL DECEMBER 31, 2018
ATTORNEY'S ROLL NO. 53097
IBP NO. 023768 / 03/2018 / CEBU CITY
PTR NO. 3018168 / 2007/2018 / TALISAY CITY
MCLE COMPLIANCE NO. V-0008256
EAST POBLACION CITY OF NAGA, CEBU

Funds Available:

[Signature]
LOUIE RAY G. VILLARIN
Accountant III

For the Supplier:

[Signature]
VENERE JUMAPAK
Civil Engineer