

Contract Agreement Form

DA - 2018 - 2629

THIS AGREEMENT made this 30th day of May 2018 between *DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines* (hereinafter called "**the Procuring Entity**") of the one part and *Sarrosa International Hotel & Residential Suites F. Cabahug St., Kasambagan, Cebu City, Philippines* (hereinafter called "**the Contractor**") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Negotiated Procurement After Two-Failed Biddings of the Provision of Conference Facilities and Live-in Accommodation for the Orientation on Different National Laws on Older Person for Barangay Captains with ITB No. DSWD7-NP-2018-03* and has accepted a Bid by the Contractor for the supply of those goods and services in the sum of **One Million Eight Hundred Four Thousand Five Hundred Pesos (P1,804,500.00)** (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:



SHALAINÉ MARIE S. LUCERO
Director III

For the Supplier:


ALEJANDRO A. PEROCILLO III
Resident Manager

WITNESSES:


CATHERINE G. LADAGA
SWO II/End-user


CHARILYN M. JANIER
Sales Account Executive

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this JUN 25 2018,
personally appeared:

<u>Name</u>	<u>CTC/ID No.</u>	<u>Issued at / on</u>
SHALAINIE MARIE S. LUCERO	_____	_____
ALEJANDRO A. PEROCILLO III	_____	_____

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
Woolbright Drive, Sardon Lahug, Cebu City
PTR No. 343926 01/5/2018 Cebu City
IBP No. AR000252 12/28/2017 Cebu City
Roll of Attorney No. 50058



Doc. No. 157
Page No. 33
Book No. 41
Series of 2018

Funds Available: _____
LOUIE RAY C. VILLARIN
Accountant III

For the Procuring Entity:
Shalainie Marie S. Lucero
SHALAINIE MARIE S. LUCERO
Director III

For the Supplier:
Alejandro A. Perocillo III
ALEJANDRO A. PEROCILLO III
Resident Manager

For the Procuring Entity:
Catherine G. Ladaga
CATHERINE G. LADAGA
SWO II/End-user

For the Supplier:
Charilyn M. Janier
CHARILYN M. JANIER
Sales Account Executive