

### Contract Agreement Form

THIS AGREEMENT made this 14th day of March 2019 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 and Residential Suites of F. Cabahug Street, Kasambagan, Cebu City** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Negotiated Procurement of Provision of Board and Lodging and Venue for Various Pantawid Pamilya Activities in Cebu** with ITB No. **DSWD7-NP-2019-03** and has accepted a Bid by the Supplier for the supply of those goods and services in the amount of **Two Hundred Ninety-Seven Thousand Pesos (P297,000.00)** for Lot 1 (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 / ARD for Operations

For the Supplier:

  
**ALEJANDRO A. PEROCILLO III**  
 Resident Manager

WITNESSES:

  
**CLAVEL C. SAYCON**  
 SWO IV / Regional Program Coordinator - Pantawid

  
**CHARILYN M. JANIER**  
 Sales Account Executive

ACKNOWLEDGMENT

For the Procuring Entity:

*Shalaine Marie S. Lucero*

SHALAINA MARIE S. LUCERO  
Director III / ARD for Operations

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

MAR 20 2019

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

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

For the Supplier:

*Alejandro A. Perocillo III*

ALEJANDRO A. PEROCILLO III  
Resident Manager

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. RAYMOND L. BERTULFO  
Notary Public  
Commission No. 0772 until December 2020  
207 Kerkira Blvd., Cebu City  
PTR No. 1846306, 12/17/2018 Cebu City  
TUP OR No. AR45229657, 12/06/2018 Cebu City  
Roll of Attorney No. 50058



Procuring Entity:

*Clavel C. Saycon*

CLAVEL C. SAYCON  
Region IV / Regional Program Coordinator - Pantawid

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Funds Available:

*Louie Ray C. Villarín*  
LOUIE RAY C. VILLARIN  
Accountant III

For the Supplier:

*Charilyn M. Janier*

CHARILYN M. JANIER  
Sales Account Executive