

Contract Agreement Form

THIS AGREEMENT made this 13th day of June 2019 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "the Procuring Entity") of the one part and **Supermaster General Services of Mainit, Looc, Sibulan, Negros Oriental** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Provision of Janitorial Manpower Services for CY 2019 with ITB No. DSWD7-PB-2019-07** and has accepted a Bid by the Supplier for the supply of those goods and services in the amount of **Eight Hundred Seventy-Seven Thousand Six Hundred Seventy-Four Pesos and 84/100 (P877,674.84)** for the **3rd to 4th Quarter of CY 2019** (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
 ARD for Administration

For the Supplier:


ALEXANDER N. GABATAN
 Proprietor

WITNESSES:


ENGR. EMMANUEL M. EDLES
 AO V / Head, General Services Section


ROSEMARY B. GABATAN
 General Manager

ACKNOWLEDGMENT

For the Procuring Entity:
GRACE Q. SUBONG
ARLY for Administration

Republic of the Philippines)
DUMAGUETE CITY)S.S.

BEFORE ME, a Notary Public for and **DUMAGUETE CITY** ppines, this 13th of June 2019, personally appeared:

For the Supplier:
ALEXANDER N. GABATAN
Proprietor

Name
GRACE Q. SUBONG
ALEXANDER N. GABATAN

ID No.
passport PSE33006A DPA Manila / 1/16/18

Issued at / on

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:
ENGR. EMMANUEL M. EDLES
AO V / Head, General Services Section

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DEOGRACIAS U. EL TANAL, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR No. 213717A-01/07/2019
IBP LIFETIME No. 010145-6/24/2018
ALL OF DUMAGUETE CITY
BAR ROLL NO. 48003
SERIAL NO. 2018-010
MCLE COMPLIANCE NO. V-0000194

Funds Available:

LOUIE RAY C. VILLARIN
Accountant III

For the Supplier:
ROSEMARY D. GABATAN
General Manager