

Contract

THIS AGREEMENT, made this OCT 09 2020 day of 2020 between **DSWD Field Office IX**, General Vicente Alvarez Street, Zamboanga City (hereinafter called the "Entity") and **JS Engineering & Marketing Services**, 1st Street, San Roe Subdivision, San Roque, Zamboanga City, (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the *Electrical System Upgrade In Home for the Elderly*, Zamboanga City, (hereinafter called "the Works") and the Entity has accepted the Bid for *One Million Seven Hundred Eighty One Thousand Four Hundred Ninety Eight Pesos & 35/100* (Php1,781,498.35) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered

DSWD FO IX
By:

JS Engineering & Marketing Services
By:

FATIMA S. CAMINAN
Entity

Samuel S. Julio, PEE, MPA, ACPE
Contractor

EXECUTED AND SIGNED IN THE PRESENCE OF:

MA. CORAZON G. SUMICAD
Witness

AND

Gail E. Temperance

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA) S.S
X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on the above date and place, personally appeared the following:

NAME	ID/COMMUNITY TAX DETAILS
FATIMA S. CAMINAN	

Both known to be to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free will and voluntary acts and deed as well as that of the institution represented. This agreement consisting of two pages (2) signed by the parties and their instrumental witness in all pages refer to an AGREEMENTS for the contract.

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NAME OF NOTARY PUBLIC
Serial No. of Commission
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____
IBP No. _____