

## CONTRACT AGREEMENT

**THIS AGREEMENT**, made this 7<sup>th</sup> day of March, 2024 between **CITY GOVERNMENT OF TUGUEGARAO** with office address at **City Hall, Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan** (hereinafter called the "Entity") and **TOP VISION DESIGN AND CONSTRUCTION SERVICES** with office address at **43, Taft St., Centro 03, Tuguegarao City** (hereinafter called the "Contractor").

**WHEREAS**, the Entity is desirous that the Contractor execute **20% Economic Development Fund for C.Y. 2024 (CONSTRUCTION OF MASONRY DRAINAGE STRUCTURE ALONG CARANGUIAN ST., BUNTUN, TUGUEGARAO CITY)** under **PB-INF-2024-022** (hereinafter called "the Works") and the Entity has accepted the Bid for **Nine Hundred Thirty Nine Thousand Nineteen Pesos and Thirty Six Centavos (Php 939,019.36)** 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
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;
  - c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Nine Hundred Thirty Nine Thousand Nineteen Pesos and Thirty Six Centavos (Php 939,019.36)** or such other sums as may be ascertained, and **TOP VISION DESIGN AND CONSTRUCTION SERVICES** agrees to **20% Economic Development Fund for C.Y. 2024 (CONSTRUCTION OF MASONRY DRAINAGE STRUCTURE ALONG CARANGUIAN ST., BUNTUN, TUGUEGARAO CITY)** under **PB-INF-2024-022** in accordance with his/her/its Bid.
4. The **CITY GOVERNMENT OF TUGUEGARAO** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. Work under this Agreement shall begin on MARCH 12, 2024, and shall be completed by JUNE 10, 2024. Upon completion of the work, contractor shall notify the City and the City Government of Tuguegarao shall make the final payment after completion of the said project.

IN WITNESS WHEREOF the parties thereto 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 and sealed, delivered by **HON. MAILA ROSARIO S. TING-QUE.**

  
**MAILA ROSARIO S. TING-QUE**  
City Mayor

**CITY GOVERNMENT OF TUGUEGARAO**

  
**MR. JOHN PAGADDU REYES JR.**

for:

**TOP VISION DESIGN AND CONSTRUCTION SERVICES**

**ACKNOWLEDGMENT**

**SUBSCRIBED AND SWORN TO** before me, a notary public for and in the City/Municipality of Tuguegarao, Province of Cagayan, this 7 day of MAR 07 2024 2024. This affiant, whom I identified through the above-indicated competent evidence of identity, personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of the said instrument.

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