

CONTRACT AGREEMENT

THIS AGREEMENT, made this 28th day of May 2024, between **CITY GOVERNMENT OF TUGUEGARAO** with office address at **City Hall, Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan** (hereinafter called the "Entity") and **J' CONSUMER GOODS TRADING** with office address at **Brgy. Maxingal, Lal-lo, Cagayan, Region II, Philippines** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Supply and Delivery of Inert Soil for Soil Covering of Waste at Sanitary Landfill Facility, Carig Norte, Tuguegarao City under PB-G-2024-016** (hereinafter called "the Works") and the Entity has accepted the Bid **Twelve Million Nine Hundred Ninety Seven Thousand Thirty Pesos and Forty Five Centavos (₱ 12,997,030.45)** 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. Production/Delivery Schedule;
 - ii. Manpower Requirement;
 - iii. After Sales/Parts;
 - iv. Price Schedule;
 - v. General and Special Conditions of Contract;
 - vi. 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 **Twelve Million Nine Hundred Ninety Seven Thousand Thirty Pesos and Forty Five Centavos (₱ 12,997,030.45)** or such other sums as may be ascertained, and **J' CONSUMER GOODS TRADING** agrees to **Supply and Delivery of Inert Soil for Soil Covering of Waste at Sanitary Landfill Facility, Carig Norte, Tuguegarao City under PB-G-2024-016** 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. Delivery of Goods under this Agreement shall begin one (1) day after receipt of the Notice to Proceed and shall be completed by Fifteen (15) Calendar Days. Upon delivery of goods, supplier shall notify the City Government of Tuguegarao that the Goods are ready for final inspection and acceptance and the City Government of Tuguegarao shall make the final payment and acceptance.

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.**



HON. MAILA ROSARIO S. TING-QUE
City Mayor

CITY GOVERNMENT OF TUGUEGARAO


JOYCE A. ECLIPSE
for
J' CONSUMER GOODS TRADING

ACKNOWLEDGMENT MAY 28 2024

SUBSCRIBED AND SWORN TO before me, a notary public for and in the City/Municipality of _____, this ____ day of _____ 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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ATTY. ADOLF KIEFER P. BACULI
Notary Public
Until December 31, 2025
Roll No. 66611
Notarial Commission No. RTC TUG-2020-60
IBP LIFETIME NO. 04508276-6-2016
PTR No. 13361627/08 January 2024
MCLE Compliance No. VII-0018173