

BAC

CONTRACT AGREEMENT

No. 05-2023-02A

Supply of Goods for the project/contract: **PURCHASE OF PASSENGER VAN FOR CMO & CCO ACTIVITIES**

This AGREEMENT made this 27TH day of June 2023 between the Local Government Unit of Tangub City (hereinafter called the "Entity") of the one part and **MINDANAO ROCK** (hereinafter called the "Supplier") of the other part:

WHEREAS, the Entity invited bids for the purchase of various supplies and has accepted a bid by the Supplier for the supply of those goods and services in the sum of **THREE MILLION THREE HUNDRED NINETY-FIVE THOUSAND PESOS ONLY (Php3,395,000.00)** hereinafter called the "Contract Price".

Now this AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of the 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 Bid Form and the Price Schedule submitted by the Bidder;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the Entity's Notification of Award;
 - e. the Notice to Proceed Delivery Schedule; and
 - f. the Quantities specified in the Purchase Orders.
3. In consideration of the payment to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier covenants with the Entity to provide/deliver the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract Agreement.
4. If the supplier fails to satisfactorily deliver the goods within the specified delivery schedule, the SUPPLIER shall be liable for damages for the delay, and shall pay the ENTITY, LGU-Tangub City liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of the one percent (1%) of the cost of the delayed goods scheduled for delivery for everyday of delay until such goods are finally delivered and accepted by the ENTITY.
5. The ENTITY need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the SUPPLIER or collected from Bid Security posted by the SUPPLIER, whichever is convenient to the PURCHASER.
6. In no case shall the total sum of liquidated damages exceed fifteen percent (15%) of the total contract price, in which event the ENTITY shall

SAPINIANO S. CANAMA
City Mayor/ HOPE

ERIC ONG LIM
Proprietor

ANNA RUTHEL M. OLEGARIO
City Accountant

DIANA MAE O. NUÑEZ
Acting City Treasurer

automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

7. The 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 times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed in accordance with their respective laws the day and year first above written.

For the Entity:

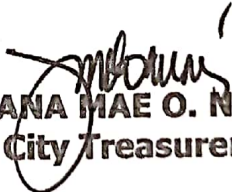

SABINIANO S. OXNAMA
City Mayor
Head of the Procuring Entity

For the Supplier:


ERIC ONG LIM
Proprietor
Mindanao Rock

WITNESSES:


ANNA RUTCHEL M. OLEGARIO
City Accountant


DIANA MAE O. NUÑEZ
City Treasurer

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.
_____)

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Tangub, personally appeared SABINIANO S. CANAMA, City Mayor, Head of the Procuring Agency, representing the Local Government Unit of Tangub City, Republic of the Philippines, with Residence Certificate No. _____ issued on _____, 2023 at Tangub City, and ERIC ONG LIM representing MINDANAO ROCK, with Residence Certificate No. _____ issued on _____ at Tangub City, known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they presented.

This instrument consist of three (3) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses below the Agreement of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of _____, 2023.

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Series of 2023

~~ATTEST: DANIEL C. LAC
Notary Public
For the City of Ozamiz and the
Province of Misamis Occidental
Until December 31, 2023
Notary Certificate No. 2021-03
PTR No. 4897-20A-0013-03-Ozamiz Cit.,
IBP No. 0-2023 (Misamis)
TIN: 125-000-000
ROR No. 29712
Burgos Street, 50th Barangay,
Ozamiz City, Misamis Occidental~~