

CONTRACT AGREEMENT

No. 10-2024-92

Supply of Goods for the project/contract: **PURCHASE OF OTHER SUPPLIES FOR DISASTER PREPARATION**

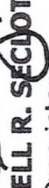
This AGREEMENT made this 15th day of October 2024 between the Local Government Unit of Tangub City (hereinafter called the "Entity") of the one part and **SECLOT ENTERPRISES** (hereinafter called the "Supplier") of the other part:


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 **TWO MILLION FIVE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED TWENTY-FIVE PESOS ONLY (Php2,516,525.00)** 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


SAMIIRIANO S. CANAMA
City Mayor/ HOPE


JOENELL R. SECLOT
Proprietor


MARGISSA T. AMEN
Private Secretary I


DIANA MAÑO O. NUÑEZ
Acting 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. 28030742 issued on Jan 16, 2024, 2024 at Tangub City, and JOENELL R. SECLOT, representing SECLOT ENTERPRISES, with Residence Certificate No. 28029601 issued on Jan 4, 2024 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 _____, 2024.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.



ACKNOWLEDGEMENT

BEFORE ME, in the Republic of the Philippines, Philippines, this OCT 18 2024, personally appeared the above-named JOENELL R. SECLOT, representing SECLOT ENTERPRISES with her competent evidence of identity, known to me to be the same person who executed the foregoing CONTRACT and AGREEMENT and she acknowledged to me that the same is her true act and deed for and in behalf of the party she represented.

This instrument consists of only four (4) pages, including this page on which this acknowledgement is written duly signed by her and her instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of OCT 18 2024, 2024.

Doc. No. 144 ;
Page No. 290 ;
Book No. 7 ;
Series of 2024.

ATTY. PETER ALFRED A. LASMARIAS
Notary Public
For Ilongos City, Municipality of Bonifacio
and Dep. Vice Mayor of Misamis Occidental
Notary No. 2522-63, valid until December 31, 2024
LIN: 0917-399-5873
Roll of Attorneys No. 39012
PTR No. 2497960 issued on 1/02/2024; Ilongos City
IBP OR No. 331874 issued on 12/20/2023

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