

CONTRACT AGREEMENT

No. 07-2024-41

Supply of Goods for the project/contract: **PURCHASE OF OFFICE EQUIPMENT FOR TWC**

This AGREEMENT made this 22nd day of July 2024 between the Local Government Unit of Tangub City (hereinafter called the "Entity") of the one part and **RITCHE-NATHALIE DEVELOPMENT CORPORATION** (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 **ONE MILLION NINE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED TEN PESOS ONLY (Php1,942,710.00)** 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.

SABINIANO S. CANAMA
City Mayor/HOPE

NATHALIE CUSTODIA S. CHIONG
Proprietor

MARGISSA T. AMEN
Private Secretary I

DIANA MAE O. NUÑEZ
Acting City Treasurer

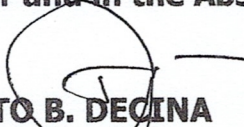
6. In no case shall the total sum of liquidated damages exceed fifteen percent (15%) of the total contract price, in which event the ENTITY shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
7. The ENTITY hereby covenants to pay 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:

For the Supplier:

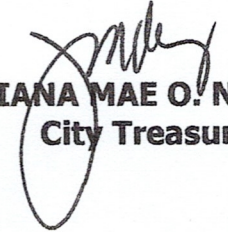
"For and in the Absence of the City Mayor"


TITO B. DECINA
Vice Mayor


NATHALIE CUSTODIA S. CHIONG
Proprietor
Ritche-Nathalie Dev. Corp.

WITNESSES:


MARGISSA T. AMEN
Private Secretary I


DIANA MAE O. NUÑEZ
City Treasurer

ACKNOWLEDGMENT

BEFORE ME, in the CITY OF TANGUB, Philippines, this AUG 01 2024, personally appeared the above-named **NATHALIE CUSTODIA S. CHIONG**, representing **RITCHE-NATHALIE DEVELOPMENT CORPORATION** with her competent evidence of identity, known to me to be the same person who executed the foregoing **COTRACT** 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 acknowledgment 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 AUG 01 2024, 2024.

Doc. No.: 361;
Page No.: 73;
Book No.: 2;
Series of 2024.

ATTY. PETER ELERED A. LASMARIAS

Notary Public
For Tangub City, Municipalities of Bonifacio
and Don Victoriano, all of Misamis Occidental
Notarial No. 2022-03, Valid until December 31, 2024
TIN: 267-397-587-000
Roll of Attorneys No. 59012
PTR No. 2497960 issued on 1/02/2024; Tangub City
IBP OR No. 331874 issued on 12/20/2023