

Contract Agreement Form

THIS AGREEMENT made the 15th day of March 2019 between *City Government of Tabaco City, Philippines* (hereinafter called "the Entity") of the one part and **MMC MARKETING, Llorente St, Quinala, Tabaco City** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Supply & Delivery of Various Brand New Tools & Equipment for the City Engineering Office, Tabaco City* under *Contract ID No. 035-12-2018-GOODS* and has accepted the Bid of the Supplier for the supply of those goods and services in the sum of *Eight Hundred Seventy-Seven Thousand Six Hundred Twenty Pesos (Php 877,620.00)* (hereinafter called "the Contract Price").

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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the *Various Brand New Tools & Equipment* as described in the hereto attached Purchase Order within **thirty (30) calendar days from receipt of the Notice to Proceed**, delivered at **the City Government of Tabaco** and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 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 time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto 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.

For and In-behalf of:


THE SUPPLIER
Signed, Sealed and Delivered
by:


MICHAEL VICTORINO C. CAMPOSANO
MMC Marketing, Proprietor

THE ENTITY
Signed, Sealed and Delivered
by:


NESTOR T. SAN PABLO
Acting City Mayor

In the Presence of:


ATTY. JOVITO BRON CODARIS, JR.
City Legal Officer


LUIS B. DELGAR
City Accountant



Republic of the Philippines
Province of Albay)S.S.
Mun/City OF TABACO

ACKNOWLEDGEMENT

Before me, Notary Public for and in the Province of Albay including the City of Tabaco, personally appeared **NESTOR T. SAN PABLO** with ID No. UMP ID NO. CRN-000-5025-7737-4 in his capacity as Acting City Mayor, City of Tabaco and **MICHAEL VICTORINO C. CAMPOSANO** with ID No. CTE#04179117 issued on January 2, 2019 at MMR Ace City representing **MMC Marketing**, to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me same and are true act and deed for in behalf of the PARTIES they represent.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this 15th day of March, 2019 Philippines.

PATERNIO B. BROTAMONTE
NOTARY PUBLIC

UNTIL DECEMBER 31, 2019
PTR No. 3558184 1/03/19
ISSUED AT MALLIPOUT, ALBAY
IBP No: 062601 1/04/19
TIN No. 106 - 102 - 787
ROLL No. 26929
MCLE V-0006039 2/02/15

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