

CONTRACT OF AGREEMENT

THIS AGREEMENT, made this MAY 29 2020 day of 2020, 2020 between the **CITY GOVERNMENT OF TABACO** (hereinafter called the "Entity") and **3RB CONSTRUCTION & SUPPLY, Panal, Tabaco City** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Supply of Labor, Materials & Equipment for the Construction / Improvement Of Covid-19 Health Care Facilities at San Antonio Evacuation Center, Brgy. San Antonio, Tabaco City & TNHS Evacuation Center, Brgy. Panal, Tabaco City under Purchase Request No. 20-05-0379** (hereinafter called "the Works") and the Entity has accepted the Bid for **Seven Million Eight Hundred Seventy-Nine Thousand Eighty-Two Pesos and Sixty-Two Centavos (Php 7,879,082.62)** 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) GPPB Circular 01-2020, April 06, 2020, Guidelines for Emergency Procurement under Republic Act No. 11469 or the Bayanihan to Heal as One Act;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (f) Bill of Quantities, including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (g) Eligibility requirements, documents and/or statements;
 - (h) Notice of Award of Contract and the Bidder's conforme thereto;
 - (i) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by **CIELO KRISSEL LAGMAN-LUISTRO** the City Mayor (for the Entity)

Signed, sealed, delivered by **LUIS B. BOYON** the Authorized Representative (for the Contractor)

Binding Signature of Procuring Entity: _____


Binding Signature of Contractor: _____


Signed in the Presence of:

SHERRY A. TRILLES
City Budget Officer

ATTY. JOVITO BRON CODERIS, JR.
City Legal Officer

Republic of the Philippines
Province of Albay)S.S.
Mun/City LEGAZPI CITY

ACKNOWLEDGEMENT

Before me, Notary Public for and in the Province of Albay including the City of LEGAZPI CITY personally appeared **CIELO KRISSEL LAGMAN-LUISTRO** with **Driver's License No. X01-03-054919; Issued On April 03, 2017** in her capacity as City Mayor, City of Tabaco and **LUIS B. BOYON** with Community Tax Certificate No. 2856497 issued on 01.02.2020 at Tabaco City/TW representing 180-268-994 **3RB Const. & Supply** to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me that the same is their true act and deed for in behalf of the PARTIES they represent

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this MAY 29 2020 day of LEGAZPI CITY Philippines.

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LEDILLA LILIBETH S. LLAGAS
Notary Public Within the Province of Albay
the City of Legazpi, Until December 31, 2021
Roll of Atty. No. 47865, 3/20/03
Lifetime IEP No. 04529, 3/20/03
PTR No. 9090664, 1/2/20, Leg. City
MCLE No. VI-0005891, 1/17/18
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