

Contract Agreement Form

THIS AGREEMENT made this 24th day of Nov 2019 between *City Government of Tabaco City*, Philippines (hereinafter called "the Entity") of the one part and *JYQ ENTERPRISES, Pawa, 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 One Unit Brand New Six-Wheeler Dump Truck (Rebid), CDRRMO, Tabaco City under Contract ID No. 015-08-2019-GOODS* and has accepted the Bid of the Supplier for the supply of those goods and services in the sum of *Two Million Nine Hundred Fifty Thousand Pesos (Php 2,950,000.00)* (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 goods/services* as described in the hereto attached Purchase Order within **sixty (60) 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.

Signed, sealed, delivered by **CIELO KRISSEL LAGMAN-LUISTRO** the Local Chief Executive (for the Procuring Entity).

Signed, sealed, delivered by **JAMES Y. QUA** the owner/proprietor (for the Supplier).

Binding Signature of Procuring Entity: \_\_\_\_\_

Binding Signature of Supplier: \_\_\_\_\_

Witnesses:

**SHERRY A. TRILLES**  
City Budget Officer

**LUIS B. MELGAR**  
City Accountant


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

**ACKNOWLEDGEMENT**

Before me, Notary Public for and in the Province of Albay including the City of Tabaco, 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 **JAMES Y. QUA** with ID No. 04177335 issued on 1-04-19 at Tabaco City representing **JYQ Enterprises**, 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 20 day of Nov Philippines.

Doc. No. 1095  
Page No. 103  
Book No. V  
Series of 2019

  
**JULIAN C. CARGULLO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2019  
PTR NO. 6339516 U  
IBP NO. 1087121 - ALBAY  
ROLL OF ATTY. - 11671  
MCLE COMPLIANCE No. V