

CONTRACT AGREEMENT


THIS AGREEMENT, made this ___ day of 16 APR 2024 2024 between **CITY GOVERNMENT OF TABACO, Tabaco City, Albay, Philippines** (hereinafter called the "Entity") and **JAG-VAIL CONSTRUCTION & SUPPLY, Aeroville Subd P2 Brgy. 40 Cruzada, Legazpi City, Albay** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Rehabilitation of Various Roadways, Various Barangays, Tabaco City under Contract ID No. 006-02-2024-INFRA-PB** (hereinafter called "the Works") and the Entity has accepted the Bid for **Forty-Eight Million Four Hundred Fifteen Thousand Eighty-Three Pesos and Fifteen Centavos (Php 48,415,083.15)** 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Procurement Documents:
 - i. Drawings/Plans;
 - ii. Scope of Work;
 - iii. Bill of Quantities;
 - iv. Terms and Condition of Contract;
 - b. Winning bidder's bid, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **Forty-Eight Million Four Hundred Fifteen Thousand Eighty-Three Pesos and Fifteen Centavos (Php 48,415,083.15)** or such other sums as may be ascertained, **Jag-Vail Construction & Supply**, agrees to complete the Works in accordance with his/her/its Bid.
4. The **City Government of Tabaco** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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


CIELO KRISEL LAGMAN-LUISTRO
City Mayor

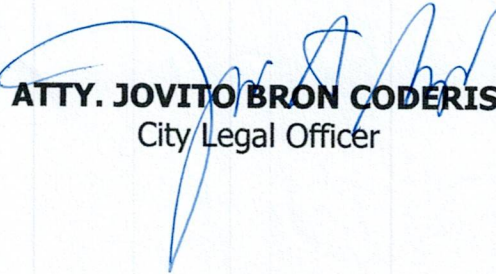

ROSARIO GRACIA D. ORLANDA
Proprietor

for:
City Government of Tabaco

for:
JAG-VAIL Construction & Supply

Witness:

ENGR. DINDO B. BONGALOSA
City Engineer


ATTY. JOVITO BRON CODARIS, JR.
City Legal Officer


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 Legazpi, personally appeared **CIELO KRISEL LAGMAN-LUISTRO** with **Driver's License No. X01-03-054919; Valid Until November 09, 2031** in her capacity as City Mayor, City of Tabaco and **ROSARIO GRACIA D. ORLANDA** with CTC/ID No. DL No - EQS-90 - CD 6931 issued on _____ at _____, and representing **JAG-VAIL Construction & 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 _____ day of 16 APR 2024 Philippines.

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LEDILLA LILIBETH H. LLAGAS
Notary Public Within the Province of Albay
And the City of Legazpi, Until December 31, 2025
Roll of Atty. No. 47865, 3/20/03
Lifetime IBP No. 04529, 3/20/03
PTR No. 6359247, 1/2/24, Leg. City
MCLE No. VII - 0013066, 3/22/22
3/F Gimenez Bldg., Rizal St., Leg. City
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