

Contract Agreement

THIS AGREEMENT made this 10th day of August, 2022 between Municipal Government of Gabaldon, Nueva Ecija, represented by **Municipal Mayor Atty. Jobby P. Emata** (hereinafter called "the Entity") of the one part and **ACT Machineries and Metal Craft Corporation** of Brgy. Turayong, Cauayan City, Isabela, represented by **Imelda P. Tamayo**, authorized representative (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity requested a bid for certain **Purchase of Motorcycles and Sidecar/Kolong-kolong Intended for the LGU** and has accepted a bid from the Supplier for the supply of those vehicle in the sum of **FIVE HUNDRED SIXTY-SEVEN THOUSAND PESOS ONLY (P 567,000.00)** (hereinafter called "the Contract Price").

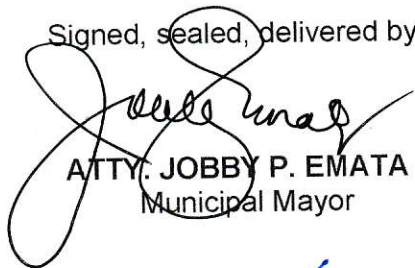
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 Notification 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 vehicle 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.
5. The goods stipulated in this contract shall be delivered and ready for use not later than 30 calendar days in accordance with provisions of the Bid Documents:

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.

AUG 10 2022


Signed, sealed, delivered by


ATTY. JOBBY P. EMATA
Municipal Mayor


IMELDA P. TAMAYO
ACT Machineries and Metal Craft Corporation

Signed in the Presence of:


FLORENDA D. SUMAWANG
TWG


ORLANDO P. DEL ROSARIO
TWG

(REPUBLIC OF THE PHILIPPINES)
(San Jose, Nueva Ecija) S.S.
X-----X

At the place and date above-mentioned, personally appeared before me, **IMELDA P. TAMAYO** with Valid ID Valid ID - VIN: 4911-0069A-JOS671PT 8000 Dated _____ issued at _____, Philippines and **ATTY. JOBBY P. EMATA**, Municipal Mayor of Gabaldon, Nueva Ecija with Residence Certificate No. **15695054** dated **January 4, 2022** issued at Gabaldon, Nueva Ecija known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed.

The foregoing instrument is a **CONTRACT AGREEMENT** consisting of two pages each signed by the parties hereto and sealed with my notarial seal.

WITNESS MY HAND AND OFFICIAL SEAL at the above place on the date above written.

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Book No. 11
Series No. 102

ATTY. VICTOR BALTAZAR SALTINE
Notary Public
NOTARY PUBLIC
Commission Until: December 31, 2022
Under SP Proc. No. 73120
IBP No. 171237 / December 22, 2021 / Pasig City
PTR No. 1667312 / January 03, 2022 / SJC
MCLE Compliance No. VII-0021714
Valid Until: April 14, 2025