

## Contract Agreement Form

### CONTRACT FOR THE PURCHASE OF BRAND NEW FORWARD DUMP TRUCK FOR MUNICIPALITY OF ORION

THIS AGREEMENT made this 7<sup>th</sup> day of December 2023, in the Province of Bataan, between:

The **MUNICIPALITY OF ORION**, with office address at San Vicente, Orion, Bataan, represented herein by Municipal Mayor **ANTONIO L. RAYMUNCO JR.**; and herein referred to as the "ENTITY"

-and-

**EDWIN S. SANTIAGO ENTERPRISE CORPORATION**, a private entity duly organized and existing under the laws of the Philippines, with business address at Bagong Sikat, Cabiao, Nueva Ejica authorized and represented herein by its District Area Manager **MELCHOR D. CABIGTING** of legal age and a residence of, San Roque, La Paz, Tarlac hereinafter referred to as the "SUPPLIER"

WHEREAS, the Entity is desirous that the Supplier execute *the delivery of Brand New Forward Dump Truck* (hereinafter called "the Goods") and the Entity has accepted the Bid for *Four Million Two Hundred Fifty Thousand Pesos (4,250,000.00)* by the Supplier 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 part of this Agreement, to wit:

- (a) General and Special Conditions of Contract;
- (b) Specifications;
- (c) Invitation to Apply for Eligibility and to Bid;
- (d) Instructions to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Credit line issued by a licensed bank, if any;
- (k) Notice of Award of Contract and the Bidder's conforme thereto;
- (l) 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/Supplier as hereinafter mentioned, the Contractor/Supplier 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/Supplier in consideration of the

execution and completion of the Works/Goods 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.

5. In order to assure the manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee from the minimum of 3 months.

6. The obligation for the warranty shall be covered by the either retention money in the amount equivalent 1% of every progress payment or special bank guarantee equivalent to at least 1% of the total contract price.

**Liquidated Damages**

7. Where the supplier refuses or fails to satisfactory complete the delivery with-in the specified contract time, plus any time extension duly granted and it hereby in default under the contract, the supplier shall pay the procuring entity for liquidated damages, and not by way of penalty, an amount as provided in the conditions of the contract equal to at least on tenth (1/10) of one (1) percent of the cost of the undelivered products for every day of delay.

**Completion covered:/Contract Completion**


8. The goods shall be completed within Thirty (30) calendar days after receiving of notice to proceed.

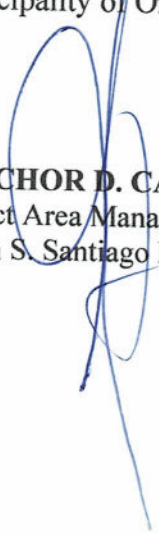
IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by ANTONIO L. RAYMUNDO JR., the Municipal Mayor (for the Entity)

Signed, sealed, delivered by MELCHOR D. CABIGTING, District Area Manager (for the Supplier).

Binding Signature of PROCURING ENTITY

  
**ANTONIO L. RAYMUNDO JR**  
Municipal Mayor  
Municipality of Orion Bataan

  
**MELCHOR D. CABIGTING**  
District Area Manager  
Edwin S. Santiago Enterprise Corporation

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF BALANGA, BATAAN) S.S.

BEFORE ME, in the City of Balanga Bataan, this  
personally appeared the following:

**DEC 07 2023**  
\_\_\_\_\_ of \_\_\_\_\_, 2023,

NAME	COMPETENT EVIDENCE OF IDENTITY	PLACE / DATE ISSUE
ANTONIO L. RAYMUNDO JR MELCHOR D. CABIGTING	UMID CRN-006-00228961-6 DL C11-07-002397	Manila 02-22-2023 / Tarlac

Who represent to me to be the same persons who executed the foregoing instrument and acknowledged before me that the same is their free and voluntary act and deed as well as those of the entities they represent.

Said instrument refers to a Contract of Agreement consisting of 3 pages including this page of acknowledgement, signed by the parties and their witnesses and sealed with my notarial seal.

Book No. 438 :  
Doc. No. 89 :  
Page No. ✓ :  
Series of 2023

*David Karlo B. Briones*  
**DAVID KARLO B. BRIONES**  
**NOTARY PUBLIC**  
 UNTIL DEC. 31, 2023  
 FOR THE PROVINCE OF TARLAC  
 SAN VICENTE, TARLAC CITY  
 PTR No. 49853077-03-2023 ROLL No. 78049  
 IBP No. 28283171-03-23 TARLAC CHAPTER  
 DATE ADMITTED TO THE BAR 05-11-2022  
 NOTARIAL OFFICE SIGN No. CN-573-22