

Contract Agreement Form

Purchase and Delivery of Meat and Frozen Food for Supplementary Feeding of Child Enrolled in Child Development Center

THIS AGREEMENT made this 19th day of January 2024, 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. RAYMUNDO JR.**; and herein referred to as the "ENTITY"

-and-

SUGUITAN MINI MART AND FOOD SERVICES, a private entity duly organized and existing under the laws of the Philippines, with business address at Wakas, Orion, Bataan authorized and represented herein by its Owner/Manager **MARIANO G. SUGUITAN JR** of legal age and a residence of Villa Angeles, Orion, Bataan hereinafter referred to as the "SUPPLIER"

WHEREAS, the Entity is desirous that the Supplier execute *the delivery of Meat and Frozen Food for Supplementary Feeding of Child Enrolled in Child Development Center* (hereinafter called "the Goods") and the Entity has accepted the Bid for the amount **Nine Hundred Thirteen Thousand Five Hundred Twenty-Four Pesos (Php 913,524.00)** 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) Contractor / Suppliers Quotation
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. Payment can be made as per delivery accompanied by Billing / Sales Invoice and Delivery Receipt.
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.

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

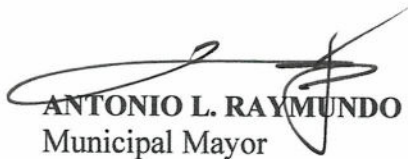
8. The goods shall be completed within One Hundred Eighty (180) calendar days after receiving of notice to proceed.

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 MARIANO G. SUGUITAN JR, the Owner / Manager (for the Supplier).

Binding Signature of PROCURING ENTITY


ANTONIO L. RAYMUNDO JR
Municipal Mayor


MARIANO G. SUGUITAN JR
SUGUITAN MINI MART AND FOOD SERVICES
Supplier

ACKNOWLEDGEMENT

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

BEFORE ME, in the City of Balanga Bataan, this _____ of JAN 23 2024,
personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	PLACE / DATE ISSUE
ANTONIO L. RAYMUNDO JR	UMID CRN-006-00228961-6	Manila
MARIANO G. SUGUITAN	DL N04-86-027868	Bataan

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. 3 ;
Doc. No. 42 ;
Page No. 15 ;
Series of 2024

NOTARY PUBLIC

ATTY. TEODORO O. CAMACHO
NOTARIAL COMM. EXPIRES DEC. 31, 2025
PTR No. 7478391 - for 2023
ROLL OF ATTY. NO. 22568
MCLE COMPLIANCE NO. VII-0013632
IBP LIFETIME MEMBER NO. 03469