

## Contract Agreement

0098

THIS AGREEMENT made this \_\_\_\_\_ day of MAR 24 2023, between the **City Government of Cagayan de Oro** of the Philippines (hereinafter called "the Entity") of the one part and **Jomara Konstrukt Corporation/Tencil Construction, Inc., JVA** of Villa Nena Phase 2, Balulang, Cagayan de Oro City, (hereinafter called "the Supplier") of the other part.

WHEREAS the Entity invited Bids for certain goods, viz., **Collection, Hauling and Disposal of Municipal Solid Waste (MSW) Including Street Sweeping in Cagayan de Oro for Twelve (12) Months at a Price not to exceed PhP553.33 Per Cubic Meter of MSW (Compacted Volume); PR No. 23-0010 dated 05 January 2023; SN 25 - 2023**, and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Two Hundred Nineteen Million Seven Hundred Ninety Eight Thousand Two Hundred Seventy Seven and 68/100 Pesos (PhP219,798,277.68)**, (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, as annexed, shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - A the Bid Form and the Price Schedule submitted by the Bidder;
  - B the Schedule of Requirements;
  - C the General Conditions of Contract;
  - D the Special Conditions of Contract;
  - E the Performance Security; and
  - F 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 goods 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 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.

Binding Signature of PROCURING ENTITY

Binding Signature of SUPPLIER

**ROLANDO A. UY**  
City Mayor

**CHRISTJORAY M. LAPITAN**  
Authorized Representative  
Jomara Konstrukt Corporation/Tencil Construction, Inc., JVA

**Witnesses:**

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF MISAMIS ORIENTAL) S.S.  
CITY OF CAGAYAN DE ORO

MAR 24 2023

**BEFORE ME** this \_\_\_\_\_ at Cagayan de Oro City, Philippines, personally appeared:

Name	Identification and ID No.	Issued at/Date of Expiry/Place of Issue
Hon. Rolando A. Uy	SSS No. 03-4644815-1	
Christjoray M. Lapitan	TIN No. 428-927-775-000	

and their witnesses, known to me to be the same persons who executed the foregoing instrument, signed by them and their witnesses on every page, and they acknowledged before me that the same are their own free and voluntary act and deed. This instrument consisting of two (2) pages only, including the page on which this acknowledgement is written.

**WITNESS MY HAND AND SEAL** on the date and first mentioned above.

**DOREEN G. DELENCIA**

NC Serial No. 2022-05

Notary Public

Until December 31, 2023

2<sup>nd</sup> Floor, ATC Building, Luna-Velez Sts.,

Cagayan de Oro City

PTR No. 5492820A; 01/03/2023; CDOC

IBP Lifetime Member No. 700139

Roll No. 52155; 05/11/06

TIN No. 942-969-580

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