

Contract Agreement

0136

THIS AGREEMENT, made this APR 24 2023 day of _____, between the **City Government of Cagayan de Oro** (hereinafter called "the Entity") and **RMF Construction & Supply** with office address at Purok 2, San Isidro, San Francisco, Agusan del Sur (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Construction of Drainage with Slope Protection Structure Along Besigan (Phase 2); SN 293 - 2022**; Contract Reference Number: **9364190** (hereinafter called "the Works") and the Entity has accepted the Bid for **Four Million Nine Hundred Ninety Eight Thousand Four Hundred Twenty Five and 76/100 Pesos Only (PhP4,998,425.76)** 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 annexed, shall be deemed to form, and be read and construed as part of this Agreement, to wit:
 - A General and Special Conditions of Contract;
 - B Drawings/Plans;
 - C Specifications;
 - D Invitation to Bid;
 - E Instructions to Bidders;
 - F Bid Data Sheet;
 - G Addenda and/or Supplemental/Bid Bulletins, if any;
 - H Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - I Eligibility requirements, documents and/or statements;
 - J Performance Security;
 - K Credit line issued by a licensed bank, if any;
 - L Notice of Award of Contract and the Bidder's conforme thereto;
 - M 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 as hereinafter mentioned, the Contractor 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 in consideration of the execution and completion of the Works 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.

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

Binding Signature of PROCURING ENTITY:

ROLANDO A. UY
City Mayor

Binding Signature of CONTRACTOR:

VENICE G. ENDERES
Authorized Representative
RME Construction & Supply

Witnesses:

Vince Alphonse E. Waminal

[Signature]

ACKNOWLEDGEMENT

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

BEFORE ME this APR 24 2023 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	
Venice G. Enderes	PASSPORT P9034684A	10-05-2018 / 10-04-2028

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.

Doc. No.: 225
Page No.: 45
Book No.: 13
Series of: Wm

ERNESTO B. NERI
NOTARY PUBLIC
UNTIL December 31, 2024
Tiano-Gomez Sts., Cagayan de Oro City
MCLE COMPLIANCE NO. VIII-0000586
PTR 5439435 CDO 12-01-2022
IBP 248330 10-04-22 MIS. OR.
TIN 473-819-489 ; NC 2023-70
ROLL NO. 66879 05-23-17