

Contract Agreement Form

THIS AGREEMENT made this 0th day of March 2021 between Municipal Government of Aurora, represented by Atty. Boen Dorotheo R. Cabanug, with principal address at Municipal Hall, Aurora, Zamboanga del Sur (hereinafter called "the Entity") of the one part and Recal Enterprises, represented by Carlos C. Bungay with principal address at Purok Anduhaw, White Beach, Pagadian City, Zamboanga del Sur (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Procurement of Motorized Fiberglass Reinforced Plastic Boats with complete accessories and with 1 set gillnet for crustacean, for and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of One Million Five Hundred Sixty Four Thousand Pesos (Php 1,564,000.00) Only (hereinafter called "the Contract Price").

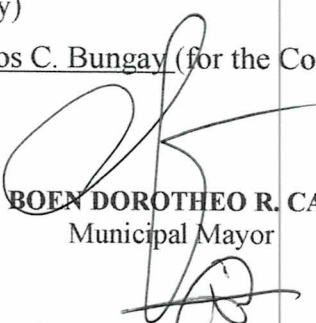
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

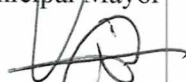
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the 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 Notice 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 services 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.

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.

Signed, sealed, delivered by Atty. Boen Dorotheo R. Cabahug of the Municipality of Aurora, Zamboanga del Sur (for the Entity)

Signed, sealed, delivered by Carlos C. Bungay (for the Contractor)


ATTY. BOEN DOROTHEO R. CABAHUG
Municipal Mayor


CARLOS C. BUNGAY
Proprietor

ACKNOWLEDGEMENT

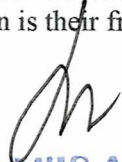
Republic of the Philippines
Province of _____

BEFORE ME, a Notary Public for and in _____ personally appeared the following

Name	CTC No.	Issued on	Issued at
1. Atty. Boen Dorotheo R. Cabahug	_____	_____	_____
2. Carlos C. Bungay	_____	_____	_____

Both known to me and to me known to be same persons whom executed this page on which this acknowledge and sworn to me before that the same person is their free and voluntary deed as well as that of the corporation/ firm they represent.




ATTY. LUIS A. BERSALES, JR.
Notary Public
Until December 31, 2021
IBP No. 072019-3-1/4/21
PTR No. 072019-3-1/4/21
Pagadian City

300
Page No. 60
Book No. 10
Date of 2021