



## CONTRACT AGREEMENT

**THIS AGREEMENT**, made this July 30, 2024 between **CITY GOVERNMENT OF CALAPAN**, New City Hall, Guinobatan, Calapan City, Oriental Mindoro (hereinafter called the "Entity") and **E.S.L. BUILDERS AND PARTS SUPPLY**, Brgy. Camilmil, Calapan City (hereinafter called the "Contractor").

**WHEREAS**, the **CITY GOVERNMENT OF CALAPAN** is desirous that Contractor execute **CONCRETING OF ROAD, SITIO BINARILAN, BRGY. CANUBING 1, CALAPAN CITY** with Contract No. **CGC-CY2024-16-0726** (hereinafter called "the Works") and the **CITY** has accepted the Bid for **NINE HUNDRED NINETY – FOUR THOUSAND FIVE HUNDRED SIXTY – TWO PESOS AND 68/100 (P 994,562.68)** by 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 required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
  - i. Drawings/Plans;
  - ii. Specifications;
  - iii. Bill of Quantities;
  - iv. General and Special Conditions of Contract;
  - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g. Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme, thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration of the payment to be made by the **CITY** to the **CONTRACTOR** as hereinafter mentioned, the **CONTRACTOR** hereby covenants with the **CITY**, to execute, complete and remedy any defects in conformity with the provisions of this Contract Agreement. The contract completion time is **FORTY - FIVE (45)** calendar

CITY ACCOUNTANT:

EDGARDO C. BASILAN

CITY PLANNING & DEVELOPMENT COORDINATOR:

JOSUELITO R. BAUTISTA

CONTRACTOR:

MR. EFREN S. LEGASPI

CITY MAYOR:

MARILOU F. MORILLO

days from the date, Notice to Proceed is received by the **CONTRACTOR**. Advance Payment equivalent to fifteen percent (15 %) of the total contract price shall be made only upon a written request of the contractor to be approved by the Head of the Procuring Entity. Likewise, the contractor shall then submit an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand issued by surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring Entity. The advance payment shall be made in lump sum and to be repaid by the contractor by deducting fifteen percent (15 %) from his periodic progress payments. Progress Payment by the CITY may be on monthly work accomplishment basis certified by the City project engineer. Materials and equipment delivered in the site but not completely put in place shall not be included for payment.

4. In consideration for the sum of **NINE HUNDRED NINETY – FOUR THOUSAND FIVE HUNDRED SIXTY – TWO PESOS AND 68/100 (P 994,562.68)** or such other sums as may be ascertained, **E.S.L. BUILDERS AND PARTS SUPPLY**, agrees to **CONCRETING OF ROAD, SITIO BINARILAN, BRGY. CANUBING 1, CALAPAN CITY** in accordance with his/her/its Bid.
5. The **CITY GOVERNMENT OF CALAPAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

  
**MARILOU F. MORILLO**  
City Mayor

For:

**CITY GOVERNMENT OF CALAPAN**

  
**MR. EFREN S. LEGASPI**  
Contractor

For:

**E.S.L. BUILDERS AND PARTS SUPPLY**

Witnesses:

  
**EDGARDO C. BASILAN**  
City Accountant

  
**JOSELITO R. BAUTISTA**  
City Planning & Development Coordinator

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES }  
PROVINCE OF ORIENTAL MINDORO } s.s.  
CALAPAN CITY }

BEFORE ME, as the Notary Public for and within the City of Calapan personally appeared **HON. MARILOU F. MORILLO**, City Mayor, representing the **City Government of Calapan** with a CTC No. 15560802 issued on January 05, 2024 at Calapan City, Oriental Mindoro and **MR. EFREN S. LEGASPI**, Proprietor, representing **E.S.L. BUILDERS AND PARTS SUPPLY** with a CTC No. 15630200 issued on January 09, 2024 at Calapan City known to me as the same person ho at the foregoing **CONTRACT AGREEMENT** and they acknowledged to me this is their true act and need deed for in behalf of the parties they represented.

The instrument consist of three (3) pages, including this page, on which is written duly signed by the contracting parties and witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I HAVE HEREUNTO AFFIXED MY Signs and Official Seal this **July 30, 2024.**

**NOTARY PUBLIC**

Until

PTR No.

Issued at

Issued on

Doc. No. 410  
Page No. 83  
Book No. 129  
Series of 2024

**ATTY. RAYMOND JOEL L. BALBUENA**  
Roll of Attorney's No. 61087  
IBP Lifetime No. 010769  
PTR No. 1218347 - Calapan City  
MCLE Compliance No. VII-0005057  
Notarial Commission until December 31, 2024