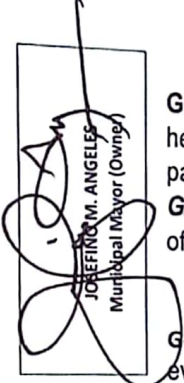


BIDS AND AWARDS COMMITTEE


General Fund –  
Livestock Production- Goat Dispersal  
at LGU, Santa Rosa, Nueva Ecija  
Contract No.: 10552158

CONTRACT

  
JOSEFINO M. ANGELES  
Municipal Mayor (Owner)

THIS CONTRACT, made and entered into this 2nd day of April 2024 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M. ANGELES**, hereinafter referred to as the "Owner" of the one part and St. Ruiz Agro Farm Supply & Gen. Merchandise, represented herein by its **Owner, MILAGROS R. GALVEZ**, with office address at Brgy. 17, Don E. Ruiz St., Laoag City, hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated March 12, 2024 for the General Fund– Livestock Production- Goat Dispersal at LGU, Santa Rosa, Nueva Ecija and after the evaluation and post-qualification, the Owner declared the bid of the Supplier as the lowest calculated and responsive bid for the above cited project;

  
RUBEN C. ESQUEJO, JR.  
Mun. Admin. (Owner's Witness)

WHEREAS, the Owner approved a resolution to award in favor of St. Ruiz Agro Farm Supply & Gen. Merchandise, in the sum of to **One Million Nine Hundred Ninety Three Thousand Seven Hundred Fifty pesos only (Php 1,993,750.00)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration(in calendar days)
Livestock Production- Goat Dispersal	Php 1,993,750.00	90

  
IGOR V. MARTE  
Supplier's Witness

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
  - 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
  - 2.2 Performance Security;
  - 2.3 Credit line issued by a commercial or universal bank, if applicable;
  - 2.4 Owner's Notice of Award of contract; and
3. The contract duration or completion period shall be **90** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Supplier.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Supplier, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

5. The Owner hereby covenants to pay the Supplier in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

6. The Contract Price shall be paid to the Supplier through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Supplier shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Supplier shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
1% of the Contract Price	Retention money or a Special bank guarantee

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

  
JOSEFIN M. ANGELES  
OWNER

  
MILAGROS R. GALVEZ  
SUPPLIER

SIGNED IN THE PRESENCE OF:

  
RUBEN C. ESQUEJO JR.  
OWNER'S WITNESS

  
IGOR V. MARTE  
SUPPLIER'S WITNESS

REPUBLIC OF THE PHILIPPINES )  
MUNICIPALITY/CITY OF CABANATUAN )

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CABANATUAN Philippines, this 2ND day of APRIL, 2024 personally appeared:

NAME

GOVERNMENT ISSUED IDENTIFICATIONS  
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER

ISSUED ON

ISSUED AT

**JOSEFINO M. ANGELES**  
OWNER

OM-001

08/02/2019

Santa Rosa, N.E.

**MILAGROS R. GALVEZ**  
SUPPLIER

VIN: 2812-02548-11460 MR6 20000 LADAG CITY, ILOCOS NORTE

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

ATTY. ~~BERTRAND RUSSELL C~~ DYSANGCO  
NOTARY PUBLIC  
Valid Until December 31, 2024  
PTR NO. NE 17-1745/01-02-2024  
IBP NO. 34789-01-01-2024  
Roll of Attorneys No. 1993/05-04-2022  
MCLL CODE NO. 15-01-001-006  
CABANATUAN, ILOCOS NORTE  
NOTARIAL LOGMT NO. 40 2022 NF

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Book No. 15  
Series of 7024

MILAGROS R. GALVEZ  
Supplier