CONTRACT AGREEMENT

PROPOSED CONSTRUCTION OF COVERED ACTIVITY AREA AND PATHWALK AND REHABILITATION OF FERNANDO C. AMORSOLO SENIOR HIGH SCHOOL

QUEZON CITY, a local government unit existing under the laws of the Republic of the Philippines, represented herein by the **HONORABLE MA. JOSEFINA G. BELMONTE**, in her capacity as City Mayor, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, and hereinafter referred to as the **"QUEZON CITY GOVERNMENT"**;

- and -

MF TIBAYAN CONSTRUCTION AND TRADING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at *No. 36 Sixto Avenue Extension, Tandang Sora, Quezon City* herein represented by its **AUTHORIZED REPRESENTATIVE, MS. MARISSA F. TIBAYAN** hereinafter referred to as the **"CONTRACTOR"**;

WHEREAS, the **QUEZON CITY GOVERNMENT** is desirous that the **CONTRACTOR** execute for the ***PROPOSED CONSTRUCTION OF COVERED ACTIVITY AREA AND PATHWALK AND REHABILITATION OF FERNANDO C. AMORSOLO SENIOR HIGH SCHOOL*** with ***PROJECT NO. 24-00133,*** hereinafter referred to as the **"PROJECT"**, and the **QUEZON CITY GOVERNMENT** has accepted the Bid amounting to ***EIGHTEEN MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND SEVENTY-TWO PESOS AND 33/100 ONLY (₱ 18,854,072.33)*** by the **CONTRACTOR** for the execution and completion of such works and the remedy 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 the Republic Act No. 9184 shall be read and construed as part of this Agreement, to wit:

   a. Philippine Bidding Documents (PBDs);

      i. Drawings/Plans;

      ii. Specifications;

      iii. Bill of Quantities;

      iv. General and Special Conditions of Contract;

      v. Supplemental of Bid Bulletins, if any;

   b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   c. 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

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request for clarification on the bid), including corrections to the bid, if any, resulting from the **QUEZON CITY GOVERNMENT**'s bid evaluation;

d. Performance Security;

e. Notice of Award and Contract and the Bidder's conforme thereto; and

f. 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 payments to be made by the **QUEZON CITY GOVERNMENT** to the **CONTRACTOR** as hereinafter mentioned, the **CONTRACTOR** hereby covenants with the **QUEZON CITY GOVERNMENT** to execute and complete the works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The **QUEZON CITY GOVERNMENT** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the works and the remedy of any defects wherein, the Contract Price or such other sum as may become payable subject to applicable withholding tax under the provisions of this Contract at the time and in the manner prescribed by this Contract.

5. That the **CONTRACTOR** hereby certifies that the site was regularly inspected and verified.

6. The **CONTRACTOR** further undertakes to implement the awarded project in accordance with the approved plans, specifications, and cost of contract.

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on DEC 10 2024, at Quezon City, Philippines.

QUEZON CITY GOVERNMENT

BY:

MA. JOSEFINA G. BELMONTE
City Mayor

MF TIBAYAN CONSTRUCTION AND TRADING CORPORATION

BY:

MARISSA F. TIBAYAN
Authorized Representative

SIGNED IN THE PRESENCE OF:

RUBY G. MANANGU
City Accountant
City Accounting Department

_____
Signature over Printed Name
for MF TIBAYAN CONSTRUCTION AND TRADING CORPORATION

Republic of the Philippines
QUEZON CITY GOVERNMENT

BAGONG PILIPINAS

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila)

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared this day of DEC 10 2024,

	Evidence of Identity	Place Issued
MA. JOSEFINA G. BELMONTE	OCM -0081744	Quezon City
MARISSA F. TIBAYAN	UMID No. 0003-8652399-7	_____

known to me to be the same person who executed the foregoing contract consisting of three (3) pages including this page to which this acknowledgement appears, and they acknowledged to me that the same is their own free will and voluntarily act and deed as well of the corporation/juridical entitles represented.

IN VIEW WHEREOF, I have hereunto set my hands and seal on the date and place mentioned above.

NOTARY PUBLIC

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Series of 2024

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ATTY. ROSALINDA ADRIANO-MONTENEGRO
Notary Public
Valid Until December 31, 2024
PTR No. 4028249-01/03/2024 Q.C.
IBP OR No. 263982-/1-03-2024 Q.C.
Roll No. 68465
MCLE Compliance No. VII-0021672-14 April 2025