

Republic of the Philippines  
Province of Nueva Ecija  
MUNICIPALITY OF TALAVERA  
-oOo-

**CONTRACT AGREEMENT NO. GOODS 2023 - 31**

**KNOW ALL MEN BY THESE PRESENTS**

This Contract entered into at Talavera, Nueva Ecija, this 16<sup>th</sup> day of June 2023, by and between:

**MUNICIPAL GOVERNMENT OF TALAVERA**, a juridical entity created and existing under the laws of the Republic of the Philippines with office and postal address at Quezon Street, Pagasa Dist., Talavera, Nueva Ecija, represented herein by **HON. NERITO S. SANTOS, JR.** at Municipality of Talavera, Province of Nueva Ecija, hereinafter referred to as **CONTRACTING PARTY**;

-and-

**TALAVERA SCHOOLMART & GENERAL MERCHANDISE**, a business duly organized and existing under the laws of the Republic of the Philippines, with office address at Poblacion, Sto. Domingo, Nueva Ecija represented herein by **CYNTHIA C. APAN** of Poblacion Sur, Talavera, Nueva Ecija, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH, That:

WHEREAS, the **CONTRACTING PARTY** desires certain works to be performed the Delivery & Supply of Office Supplies, Sports Materials, Janitorial Supplies & Accessories use for Municipality of Talavera, as hereinafter referred to as the **PROJECT**, and which the **CONTRACTOR** has been awarded to do to full completion after bidding duly held and conducted;

WHEREAS, the following documents which are hereto respectively attached are hereby incorporated and adopted to form integral parts of this contract, namely:

- a. Specifications;
- b. Invitation to Bid;
- c. Bid Documents
- d. Eligibility requirements, documents and/or statements;
- e. Notice of award of contract and winning bidder's conformity thereto; and
- f. Other contract documents that may be required by existing laws and/or the procuring entity;

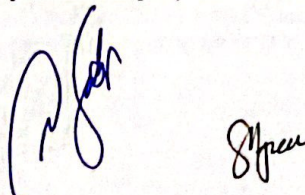
NOW, THEREFORE, for and in consideration of the foregoing premises and of the stipulations and covenants hereinafter contained, the parties hereto hereby agree, as follows:

**Article 1**  
**SCOPE OF DELIVERY**

In consideration of the payment to be made by the **CONTRACTING PARTY** to the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to furnish all Delivery & Supply of Office Supplies, Sports Materials, Janitorial Supplies & Accessories use for Municipality of Talavera.

**Article 2**  
**TIME OF COMPLETION**

The Delivery and Supply stipulated under this contract shall be completed and be ready for use not later than Ninety (90) Calendar Days from receipt by the **CONTRACTOR** of the **CONTRACTING PARTY'S** notice to proceed.





**Article 3  
CONTRACT AMOUNT**

In consideration of the faithful and satisfactory performance by the CONTRACTOR of the delivery/supply and obligations contracted under this agreement, the CONTRACTING PARTY agrees to pay the CONTRACTOR the total amount of **ONE MILLION SEVEN HUNDRED FIFTY NINE THOUSAND EIGHT HUNDRED ONE PESOS (Php 1,759,801.00)**, Philippine Currency.

In any event that the CONTRACTING PARTY will require the CONTRACTOR to perform additional delivery/supply not covered by this agreement, the cost thereof shall be added to the contract price and shall be covered by a supplemental contract, provided, however, that the cost thereof does not exceed twenty five (25%) percent of the contract amount.

On the other hand should the parties agree that certain aspects of the delivery covered herein be discontinued or excluded from the delivery/supply to be performed by the CONTRACTOR under this contract which would correspondingly, effect a reduction in the contract price, the cost Delivery & Supply of Office Supplies, Sports Materials, Janitorial Supplies & Accessories use for Municipality of Talavera is so discontinued or excluded if separable and shall not prejudice the rest of the works covered herein, shall accordingly be deducted from the agreed contract price. In either case, the addition or reduction in the contract price shall be mutually agreed upon between the parties in writing before implementation. (b)

Any payment due and payable to the CONTRACTOR maybe offset against any liquidated damages that may accrue and become due and payable to the CONTRACTING PARTY.

**Article 4  
TERMS OF PAYMENT**

The CONTRACTING PARTY may, make payment upon Delivery & Supply of Office Supplies, Sports Materials, Janitorial Supplies & Accessories use for Municipality of Talavera by the CONTRACTOR after the date of notice to proceed.

**Article 5  
LIQUIDATED DAMAGES**

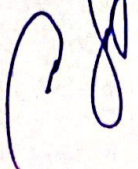

Where the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract period, if/he/she/they shall pay the CONTRACTING PARTY liquidated damages in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract cost minus the value of the completed portions of the contract certified by the government officer concerned as usable at the expiration of the contract period for each calendar day of delay until the work is completed and accepted or taken over by the CONTRACTING PARTY does not have to prove that it has incurred actual damages. Such liquidated damages shall be deducted from any money due or which may be due to performance bond of the CONTRACTOR or contractor's surety, whichever is convenient to the CONTRACTING PARTY.

**Article 6  
TAXES, LICENSES, PERMITS AND FEES**

The CONTRACTOR shall be accountable for all taxes, licenses, permits and fees which may be due to the local and/or national government on account of the performance and completion of the delivery/supply stipulated herein.

**Article 7  
ASSIGNMENT AND SUBCONTRACT**

The CONTRACTOR agrees not to assign, transfer, pledge, subcontract or make any other disposition of this contract or any part thereof or interest therein without prior written approval of the CONTRACTING PARTY. Any approval of the assignment, transfer, pledge, subcontract or any other disposition of this contract or any part thereof or interest therein shall not relieve the CONTRACTOR from any liability or obligations to the CONTRACTING PARTY hereunder, nor create any contractual relation between the subcontractor and CONTRACTING CAPACITY.




IN WITNESS WHEREOF, the parties hereto hereby affixed their respective signatures on this 16<sup>th</sup> day of June 2023 at Talavera, Nueva Ecija.


**MUNICIPALITY OF TALAVERA**  
Contracting Party

**TALAVERA SCHOOLMART & GENERAL MDSE.**  
Contractor


By:

  
NERITO S. SANTOS, JR.  
Municipal Mayor

By:

  
CYNTHIA C. APAN  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
ALFREDO S. ATRAJE

#### ACKNOWLEDGEMENT


Republic of the Philippines)  
TALAVERA N.E. )s.s.

BEFORE ME, A Notary Public for and in the TALAVERA N.E.,  
Personally appeared Hon. NERITO S. SANTOS, JR. and CYNTHIA C. APAN, both known  
to me the same person who executed this instrument and they acknowledge to me that the same  
as their own free act and voluntary deed and of the entities they respectively represents.

This instrument refers to construction contract consisting of three (3) pages including the  
pages whereon this acknowledgement is written and signed by the parties and their instrument  
witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL this 16<sup>th</sup> day of June 2023 at

Doc. No. 371  
Page No. 74  
Book No. VIII  
Series No. 2023

  
ATTY. EVELYN N. MAGNO  
NOTARY PUBLIC  
NOTARIAL COMMISSION SET BY NTC SD2023-008  
UNTIL DECEMBER 31, 2024  
TALAVERA, NUEVA ECIA  
PTR NO. TLV0443496/JAN 03, 2023-TAL. N.E.  
IBP NO. 297227/JAN.30, 2023-NUEVA ECIA  
MCLE COMPLIANCE NO. VII-0025120-VALID UNTIL APRIL 14, 2025  
ATTORNEY'S ROLL NO. 41363



Republic of the Philippines  
Province of Nueva Ecija  
MUNICIPALITY OF TALAVERA  
-oOo-

**CONTRACT AGREEMENT NO. GOODS 2023 - 32**

**KNOW ALL MEN BY THESE PRESENTS**

This Contract entered into at Talavera, Nueva Ecija, this 16<sup>th</sup> day of June 2023, by and between:

**MUNICIPAL GOVERNMENT OF TALAVERA**, a juridical entity created and existing under the laws of the Republic of the Philippines with office and postal address at Quezon Street, Pagasa Dist., Talavera, Nueva Ecija, represented herein by **HON. NERITO S. SANTOS, JR.** at Municipality of Talavera, Province of Nueva Ecija, hereinafter referred to as **CONTRACTING PARTY**;

-and-

**TALAVERA SCHOOLMART & GENERAL MERCHANDISE**, a business duly organized and existing under the laws of the Republic of the Philippines, with office address at Poblacion, Sto. Domingo, Nueva Ecija represented herein by **CYNTHIA C. APAN** of Poblacion Sur, Talavera, Nueva Ecija, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH, That:

WHEREAS, the **CONTRACTING PARTY** desires certain works to be performed the Delivery & Supply of ICT Equipment & Office Equipment use for Municipality of Talavera, as hereinafter referred to as the **PROJECT**, and which the **CONTRACTOR** has been awarded to do to full completion after bidding duly held and conducted;

WHEREAS, the following documents which are hereto respectively attached are hereby incorporated and adopted to form integral parts of this contract, namely:

- a. Specifications;
- b. Invitation to Bid;
- c. Bid Documents
- d. Eligibility requirements, documents and/or statements;
- e. Notice of award of contract and winning bidder's conformity thereto; and
- f. Other contract documents that may be required by existing laws and/or the procuring entity;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the stipulations and covenants hereinafter contained, the parties hereto hereby agree, as follows:

**Article 1**  
**SCOPE OF DELIVERY**

In consideration of the payment to be made by the **CONTRACTING PARTY** to the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to furnish all Delivery & Supply of ICT Equipment & Office Equipment use for Municipality of Talavera.

**Article 2**  
**TIME OF COMPLETION**

The Delivery and Supply stipulated under this contract shall be completed and be ready for use not later than Ninety (90) Calendar Days from receipt by the **CONTRACTOR** of the **CONTRACTING PARTY'S** notice to proceed.





**Article 3**  
**CONTRACT AMOUNT**

In consideration of the faithful and satisfactory performance by the CONTRACTOR of the delivery/supply and obligations contracted under this agreement, the CONTRACTING PARTY agrees to pay the CONTRACTOR the total amount of **SEVEN HUNDRED SEVENTY THOUSAND FOUR HUNDRED PESOS (Php 770,400.00)**, Philippine Currency.

In any event that the CONTRACTING PARTY will require the CONTRACTOR to perform additional delivery/supply not covered by this agreement, the cost thereof shall be added to the contract price and shall be covered by a supplemental contract, provided, however, that the cost thereof does not exceed twenty five (25%) percent of the contract amount.

On the other hand should the parties agree that certain aspects of the delivery covered herein be discontinued or excluded from the delivery/supply to be performed by the CONTRACTOR under this contract which would correspondingly, effect a reduction in the contract price, the cost Delivery & Supply of ICT Equipment & Office Equipment use for Municipality of Talavera is so discontinued or excluded if separable and shall not prejudice the rest of the works covered herein, shall accordingly be deducted from the agreed contract price. In either case, the addition or reduction in the contract price shall be mutually agreed upon between the parties in writing before implementation.

Any payment due and payable to the CONTRACTOR maybe offset against any liquidated damages that may accrue and become due and payable to the CONTRACTING PARTY.

**Article 4**  
**TERMS OF PAYMENT**

The CONTRACTING PARTY may, make payment upon Delivery & Supply of ICT Equipment & Office Equipment use for Municipality of Talavera by the CONTRACTOR after the date of notice to proceed.

**Article 5**  
**LIQUIDATED DAMAGES**

Where the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract period, if/he/she/they shall pay the CONTRACTING PARTY liquidated damages in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract cost minus the value of the completed portions of the contract certified by the government officer concerned as usable at the expiration of the contract period for each calendar day of delay until the work is completed and accepted or taken over by the CONTRACTING PARTY does not have to prove that it has incurred actual damages. Such liquidated damages shall be deducted from any money due or which may be due to performance bond of the CONTRACTOR or contractor's surety, whichever is convenient to the CONTRACTING PARTY.

**Article 6**  
**TAXES, LICENSES, PERMITS AND FEES**

The CONTRACTOR shall be accountable for all taxes, licenses, permits and fees which may be due to the local and/or national government on account of the performance and completion of the delivery/supply stipulated herein.

**Article 7**  
**ASSIGNMENT AND SUBCONTRACT**

The CONTRACTOR agrees not to assign, transfer, pledge, subcontract or make any other disposition of this contract or any part thereof or interest therein without prior written approval of the CONTRACTING PARTY. Any approval of the assignment, transfer, pledge, subcontract or any other disposition of this contract or any part thereof or interest therein shall not relieve the CONTRACTOR from any liability or obligations to the CONTRACTING PARTY hereunder, nor create any contractual relation between the subcontractor and CONTRACTING CAPACITY.





IN WITNESS WHEREOF, the parties hereto hereby affixed their respective signatures on this 16<sup>th</sup> day of June 2023 at Talavera, Nueva Ecija.


**MUNICIPALITY OF TALAVERA**  
Contracting Party

**TALAVERA SCHOOLMART & GENERAL MDSE.**  
Contractor

By:

  
NERITO S. SANTOS, JR.  
Municipal Mayor

By:

  
CYNTHIA C. APAN  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
ALFREDO S. ATRAJE

#### ACKNOWLEDGEMENT

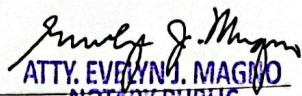
Republic of the Philippines)  
TALAVERA N.E.

BEFORE ME, A Notary Public for and in the TALAVERA N.E.,  
Personally appeared Hon. NERITO S. SANTOS, JR. and CYNTHIA C. APAN, both known  
to me the same person who executed this instrument and they acknowledge to me that the same  
as their own free act and voluntary deed and of the entities they respectively represents.

This instrument refers to construction contract consisting of three (3) pages including the  
pages whereon this acknowledgement is written and signed by the parties and their instrument  
witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL this 16<sup>th</sup> day of June 2023 at

Doc. No. 372  
Page No. 74  
Book No. VII  
Series No. 2023

  
ATTY. EVELYN J. MAGINO  
NOTARY PUBLIC  
NOTARIAL COMMISSION SERIAL NO. SD2023-008  
UNTIL DECEMBER 31, 2024  
TALAVERA, NUEVA ECIA  
PTR NO. TLV0443496/JAN 03, 2023-TAL. N.E.  
IBP NO. 297227/JAN.30, 2023-NUEVA ECIA  
MCLE COMPLIANCE NO. VII-005170-VALID UNTIL APRIL 14, 2025  
ATTORNEY'S ROLL NO. 41563



Republic of the Philippines  
Province of Nueva Ecija  
MUNICIPALITY OF TALAVERA  
-oOo-

**CONTRACT AGREEMENT NO. GOODS 2023 - 33**

**KNOW ALL MEN BY THESE PRESENTS**

This Contract entered into at Talavera, Nueva Ecija, this 16<sup>th</sup> day of June 2023, by and between:

**MUNICIPAL GOVERNMENT OF TALAVERA**, a juridical entity created and existing under the laws of the Republic of the Philippines with office and postal address at Quezon Street, Pag-asa Dist., Talavera, Nueva Ecija, represented herein by **HON. NERITO S. SANTOS, JR.** at Municipality of Talavera, Province of Nueva Ecija, hereinafter referred to as **CONTRACTING PARTY**;

-and-

**MED-LINES PHARMACEUTICAL PRODUCTS**, a business duly organized and existing under the laws of the Republic of the Philippines, with office address at Cabanatuan City, Nueva Ecija represented herein by **RODOLFO A. MENANCIO** of Cabanatuan City, Nueva Ecija, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH, That:

WHEREAS, the **CONTRACTING PARTY** desires certain works to be performed the Delivery & Supply of Drugs & Medicines use for Municipality of Talavera, as hereinafter referred to as the **PROJECT**, and which the **CONTRACTOR** has been awarded to do to full completion after bidding duly held and conducted;

WHEREAS, the following documents which are hereto respectively attached are hereby incorporated and adopted to form integral parts of this contract, namely:

- a. Specifications;
- b. Invitation to Bid;
- c. Bid Documents
- d. Eligibility requirements, documents and/or statements;
- e. Notice of award of contract and winning bidder's conformity thereto; and
- f. Other contract documents that may be required by existing laws and/or the procuring entity;

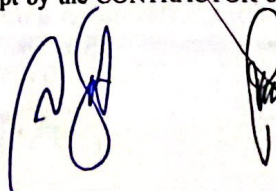
NOW, THEREFORE, for and in consideration of the foregoing premises and of the stipulations and covenants hereinafter contained, the parties hereto hereby agree, as follows:

**Article 1**  
**SCOPE OF DELIVERY**

In consideration of the payment to be made by the **CONTRACTING PARTY** to the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to furnish all Delivery & Supply of Drugs & Medicines use for Municipality of Talavera.

**Article 2**  
**TIME OF COMPLETION**

The Delivery and Supply stipulated under this contract shall be completed and be ready for use not later than Ninety (90) Calendar Days from receipt by the **CONTRACTOR** of the **CONTRACTING PARTY'S** notice to proceed.





### Article 3

#### CONTRACT AMOUNT

In consideration of the faithful and satisfactory performance by the CONTRACTOR of the delivery/supply and obligations contracted under this agreement, the CONTRACTING PARTY agrees to pay the CONTRACTOR the total amount of **ONE MILLION EIGHT HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED SEVENTY SIX PESOS & 40/100 (Php 1,898,176.40)**, Philippine Currency.

In any event that the CONTRACTING PARTY will require the CONTRACTOR to perform additional delivery/supply not covered by this agreement, the cost thereof shall be added to the contract price and shall be covered by a supplemental contract, provided, however, that the cost thereof does not exceed twenty five (25%) percent of the contract amount.

On the other hand should the parties agree that certain aspects of the delivery covered herein be discontinued or excluded from the delivery/supply to be performed by the CONTRACTOR under this contract which would correspondingly, effect a reduction in the contract price, the cost of Delivery & Supply of Drugs & Medicines use for Municipality of Talavera is so discontinued or excluded if separable and shall not prejudice the rest of the works covered herein, shall accordingly be deducted from the agreed contract price. In either case, the addition or reduction in the contract price shall be mutually agreed upon between the parties in writing before implementation.

Any payment due and payable to the CONTRACTOR maybe offset against any liquidated damages that may accrue and become due and payable to the CONTRACTING PARTY.

### Article 4

#### TERMS OF PAYMENT

The CONTRACTING PARTY may, make payment upon Delivery & Supply of Drugs & Medicines use for Municipality of Talavera by the CONTRACTOR after the date of notice to proceed.

### Article 5

#### LIQUIDATED DAMAGES

Where the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract period, if/hc/shc/they shall pay the CONTRACTING PARTY liquidated damages in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract cost minus the value of the completed portions of the contract certified by the government officer concerned as usable at the expiration of the contract period for each calendar day of delay until the work is completed and accepted or taken over by the CONTRACTING PARTY does not have to prove that it has incurred actual damages. Such liquidated damages shall be deducted from any money due or which may be due to performance bond of the CONTRACTOR or contractor's surety, whichever is convenient to the CONTRACTING PARTY.

### Article 6

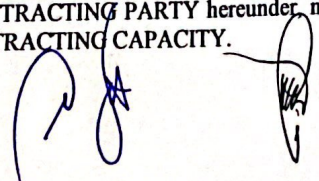
#### TAXES, LICENSES, PERMITS AND FEES

The CONTRACTOR shall be accountable for all taxes, licenses, permits and fees which may be due to the local and/or national government on account of the performance and completion of the delivery/supply stipulated herein.

### Article 7

#### ASSIGNMENT AND SUBCONTRACT

The CONTRACTOR agrees not to assign, transfer, pledge, subcontract or make any other disposition of this contract or any part thereof or interest therein without prior written approval of the CONTRACTING PARTY. Any approval of the assignment, transfer, pledge, subcontract or any other disposition of this contract or any part thereof or interest therein shall not relieve the CONTRACTOR from any liability or obligations to the CONTRACTING PARTY hereunder, nor create any contractual relation between the subcontractor and CONTRACTING CAPACITY.



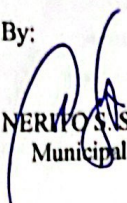


IN WITNESS WHEREOF, the parties hereto hereby affixed their respective signatures on this 16<sup>th</sup> day of June 2023 at Talavera, Nueva Ecija.

**MUNICIPALITY OF TALAVERA**  
Contracting Party

**MED-LINES PHARMACEUTICAL PRODUCTS**  
Contractor

By:

  
NERITO S. SANTOS, JR.  
Municipal Mayor

By:

  
RODOLFO A. MENANCIO  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
ALFREDO S. ATRAJE

#### ACKNOWLEDGEMENT

Republic of the Philippines)  
TALAVERA N.E. )s.s.


BEFORE ME, A Notary Public for and in the TALAVERA N.E.,  
Personally appeared Hon. NERITO S. SANTOS, JR. and RODOLFO A. MENANCIO, both  
known to me the same person who executed this instrument and they acknowledge to me that the  
same as their own free act and voluntary deed and of the entities they respectively represents.

This instrument refers to construction contract consisting of three (3) pages including the  
pages whereon this acknowledgement is written and signed by the parties and their instrument  
witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL this 16<sup>th</sup> day of June 2023 at

TALAVERA N.E.

Doc. No. 373  
Page No. 76  
Book No. VII  
Series No. 2023

  
NOTARY PUBLIC  
NOTARY PUBLIC  
NOTARIAL COMMISSION SERIAL NO. SD2023-008  
UNTIL DECEMBER 31, 2024  
TALAVERA, NUEVA ECIA  
PTR NO. TLV0443496/JAN 03, 2023-TAL. N.E.  
IBP NO. 297227/JAN.30, 2023-NUEVA ECIA  
MCLE COMPLIANCE NO. VI-0025120-VALID UNTIL APRIL 14, 2025  
ATTORNEY'S ROLL NO. 41363



Republic of the Philippines  
Province of Nueva Ecija  
MUNICIPALITY OF TALAVERA  
-oOo-

**CONTRACT AGREEMENT NO. GOODS 2023 - 34**

**KNOW ALL MEN BY THESE PRESENTS**

This Contract entered into at Talavera, Nueva Ecija, this 16<sup>th</sup> day of June 2023, by and between:

**MUNICIPAL GOVERNMENT OF TALAVERA**, a juridical entity created and existing under the laws of the Republic of the Philippines with office and postal address at Quezon Street, Pagasa Dist., Talavera, Nueva Ecija, represented herein by **HON. NERITO S. SANTOS, JR.** at Municipality of Talavera, Province of Nueva Ecija, hereinafter referred to as **CONTRACTING PARTY**;

-and-

**DOUBLE J CATERING SERVICES**, a business duly organized and existing under the laws of the Republic of the Philippines, with office address at San Pascual, Talavera, Nueva Ecija represented herein by **JENNY ROSE PINEDA** of San Pascual, Talavera, Nueva Ecija, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH, That:

WHEREAS, the **CONTRACTING PARTY** desires certain works to be performed the Delivery & Supply of Meals & Snacks use for Municipality of Talavera, as hereinafter referred to as the **PROJECT**, and which the **CONTRACTOR** has been awarded to do to full completion after bidding duly held and conducted;

WHEREAS, the following documents which are hereto respectively attached are hereby incorporated and adopted to form integral parts of this contract, namely:

- a. Specifications;
- b. Invitation to Bid;
- c. Bid Documents
- d. Eligibility requirements, documents and/or statements;
- e. Notice of award of contract and winning bidder's conformity thereto; and
- f. Other contract documents that may be required by existing laws and/or the procuring entity;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the stipulations and covenants hereinafter contained, the parties hereto hereby agree, as follows:

**Article 1**  
**SCOPE OF DELIVERY**

In consideration of the payment to be made by the **CONTRACTING PARTY** to the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to furnish all Delivery & Supply of Meals & Snacks use for Municipality of Talavera.

**Article 2**  
**TIME OF COMPLETION**

The Delivery and Supply stipulated under this contract shall be completed and be ready for use not later than Ninety (90) Calendar Days from receipt by the **CONTRACTOR** of the **CONTRACTING PARTY'S** notice to proceed.



**Article 3**  
**CONTRACT AMOUNT**

In consideration of the faithful and satisfactory performance by the CONTRACTOR of the delivery/supply and obligations contracted under this agreement, the CONTRACTING PARTY agrees to pay the CONTRACTOR the total amount of **ONE HUNDRED NINE THOUSAND SEVEN HUNDRED TWENTY FIVE PESOS (Php 109,725.00)**, Philippine Currency.

In any event that the CONTRACTING PARTY will require the CONTRACTOR to perform additional delivery/supply not covered by this agreement, the cost thereof shall be added to the contract price and shall be covered by a supplemental contract, provided, however, that the cost thereof does not exceed twenty five (25%) percent of the contract amount.

On the other hand should the parties agree that certain aspects of the delivery covered herein be discontinued or excluded from the delivery/supply to be performed by the CONTRACTOR under this contract which would correspondingly, effect a reduction in the contract price, the cost of Delivery & Supply of Meals & Snacks use for Municipality of Talavera is so discontinued or excluded if separable and shall not prejudice the rest of the works covered herein, shall accordingly be deducted from the agreed contract price. In either case, the addition or reduction in the contract price shall be mutually agreed upon between the parties in writing before implementation.

Any payment due and payable to the CONTRACTOR maybe offset against any liquidated damages that may accrue and become due and payable to the CONTRACTING PARTY.

**Article 4**  
**TERMS OF PAYMENT**

The CONTRACTING PARTY may, make payment upon Delivery & Supply of Meals & Snacks use for Municipality of Talavera by the CONTRACTOR after the date of notice to proceed.

**Article 5**  
**LIQUIDATED DAMAGES**

Where the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract period, if/he/she/they shall pay the CONTRACTING PARTY liquidated damages in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract cost minus the value of the completed portions of the contract certified by the government officer concerned as usable at the expiration of the contract period for each calendar day of delay until the work is completed and accepted or taken over by the CONTRACTING PARTY does not have to prove that it has incurred actual damages. Such liquidated damages shall be deducted from any money due or which may be due to performance bond of the CONTRACTOR or contractor's surety, whichever is convenient to the CONTRACTING PARTY.

**Article 6**  
**TAXES, LICENSES, PERMITS AND FEES**

The CONTRACTOR shall be accountable for all taxes, licenses, permits and fees which may be due to the local and/or national government on account of the performance and completion of the delivery/supply stipulated herein.

**Article 7**  
**ASSIGNMENT AND SUBCONTRACT**

The CONTRACTOR agrees not to assign, transfer, pledge, subcontract or make any other disposition of this contract or any part thereof or interest therein without prior written approval of the CONTRACTING PARTY. Any approval of the assignment, transfer, pledge, subcontract or any other disposition of this contract or any part thereof or interest therein shall not relieve the CONTRACTOR from any liability or obligations to the CONTRACTING PARTY hereunder, nor create any contractual relation between the subcontractor and CONTRACTING CAPACITY.




IN WITNESS WHEREOF, the parties hereto hereby affixed their respective signatures on this 16<sup>th</sup> day of June 2023 at Talavera, Nueva Ecija.

**MUNICIPALITY OF TALAVERA**  
Contracting Party

**DOUBLE J CATERING SERVICES**  
Contractor

By:

  
NERITO S. SANTOS, JR.  
Municipal Mayor

By:

  
JENNY ROSE PINEDA  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
ALFREDO S. ATRAJE

#### ACKNOWLEDGEMENT

Republic of the Philippines)  
TALAVERA N.E )s.s.

TALAVERA N.E

BEFORE ME, A Notary Public for and in the \_\_\_\_\_,  
Personally appeared Hon. NERITO S. SANTOS, JR. and JENNY ROSE PINEDA, both  
known to me the same person who executed this instrument and they acknowledge to me that the  
same as their own free act and voluntary deed and of the entities they respectively represents.

This instrument refers to construction contract consisting of three (3) pages including the  
pages whereon this acknowledgement is written and signed by the parties and their instrument  
witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL this 16<sup>th</sup> day of June 2023 at

TALAVERA N.E

Doc. No. 374  
Page No. 76  
Book No. VII  
Series No. 2023

  
ATTY. EVELYN J. MAGNO  
NOTARY PUBLIC  
NOTARIAL COMMISSION SERIAL NO. SD2023-008  
UNTIL DECEMBER 31, 2024  
TALAVERA, NUEVA ECIA  
PTR NO. TLV0443496/JAN 03, 2023-TAL. N.E.  
IBP NO.297227/JAN.30, 2023-NUEVA ECIA  
MCLE COMPLIANCE NO. VII-0025120-VALID UNTIL APRIL 14,2025  
ATTORNEY'S ROLL NO. 41363



Republic of the Philippines  
Province of Nueva Ecija  
MUNICIPALITY OF TALAVERA  
-oOo-

**CONTRACT AGREEMENT NO. GOODS 2023 - 35**

**KNOW ALL MEN BY THESE PRESENTS**

This Contract entered into at Talavera, Nueva Ecija, this 16<sup>th</sup> day of June 2023, by and between:

**MUNICIPAL GOVERNMENT OF TALAVERA**, a juridical entity created and existing under the laws of the Republic of the Philippines with office and postal address at Quezon Street, Pagasa Dist., Talavera, Nueva Ecija, represented herein by **HON. NERITO S. SANTOS, JR.** at Municipality of Talavera, Province of Nueva Ecija, hereinafter referred to as **CONTRACTING PARTY**;

-and-

**VELCOB TRADING**, a business duly organized and existing under the laws of the Republic of the Philippines, with office address at Aliaga, Nueva Ecija represented herein by **ORLAN DG. VELASCO** of Aliaga, Nueva Ecija, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH, That:

WHEREAS, the **CONTRACTING PARTY** desires certain works to be performed the Delivery & Supply of Labor & Materials for the Repair & Maintenance of Motor Vehicle & Heavy Equipment use for Municipality of Talavera, as hereinafter referred to as the **PROJECT**, and which the **CONTRACTOR** has been awarded to do to full completion after bidding duly held and conducted;

WHEREAS, the following documents which are hereto respectively attached are hereby incorporated and adopted to form integral parts of this contract, namely:

- a. Specifications;
- b. Invitation to Bid;
- c. Bid Documents
- d. Eligibility requirements, documents and/or statements;
- e. Notice of award of contract and winning bidder's conformity thereto; and
- f. Other contract documents that may be required by existing laws and/or the procuring entity;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the stipulations and covenants hereinafter contained, the parties hereto hereby agree, as follows:

**Article 1**  
**SCOPE OF DELIVERY**

In consideration of the payment to be made by the **CONTRACTING PARTY** to the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to furnish all Delivery & Supply of Labor & Materials for the Repair & Maintenance of Motor Vehicle & Heavy Equipment use for Municipality of Talavera.

**Article 2**  
**TIME OF COMPLETION**

The Delivery and Supply stipulated under this contract shall be completed and be ready for use not later than Thirty (30) Calendar Days from receipt by the **CONTRACTOR** of the **CONTRACTING PARTY'S** notice to proceed.





### Article 3

#### CONTRACT AMOUNT

In consideration of the faithful and satisfactory performance by the CONTRACTOR of the delivery/supply and obligations contracted under this agreement, the CONTRACTING PARTY agrees to pay the CONTRACTOR the total amount of **FOUR HUNDRED SEVENTY THREE THOUSAND PESOS (Php 473,000.00)**, Philippine Currency.

In any event that the CONTRACTING PARTY will require the CONTRACTOR to perform additional delivery/supply not covered by this agreement, the cost thereof shall be added to the contract price and shall be covered by a supplemental contract, provided, however, that the cost thereof does not exceed twenty five (25%) percent of the contract amount.

On the other hand should the parties agree that certain aspects of the delivery covered herein be discontinued or excluded from the delivery/supply to be performed by the CONTRACTOR under this contract which would correspondingly, effect a reduction in the contract price, the cost of Delivery & Supply of Labor & Materials for the Repair & Maintenance of Motor Vehicle & Heavy Equipment use for Municipality of Talavera is so discontinued or excluded if separable and shall not prejudice the rest of the works covered herein, shall accordingly be deducted from the agreed contract price. In either case, the addition or reduction in the contract price shall be mutually agreed upon between the parties in writing before implementation.

Any payment due and payable to the CONTRACTOR maybe offset against any liquidated damages that may accrue and become due and payable to the CONTRACTING PARTY.

### Article 4

#### TERMS OF PAYMENT

The CONTRACTING PARTY may, make payment upon Delivery & Supply of Labor & Materials for the Repair & Maintenance of Motor Vehicle & Heavy Equipment use for Municipality of Talavera by the CONTRACTOR after the date of notice to proceed.

### Article 5

#### LIQUIDATED DAMAGES

Where the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract period, if/he/she/they shall pay the CONTRACTING PARTY liquidated damages in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract cost minus the value of the completed portions of the contract certified by the government officer concerned as usable at the expiration of the contract period for each calendar day of delay until the work is completed and accepted or taken over by the CONTRACTING PARTY does not have to prove that it has incurred actual damages. Such liquidated damages shall be deducted from any money due or which may be due to performance bond of the CONTRACTOR or contractor's surety, whichever is convenient to the CONTRACTING PARTY.

### Article 6

#### TAXES, LICENSES, PERMITS AND FEES

The CONTRACTOR shall be accountable for all taxes, licenses, permits and fees which may be due to the local and/or national government on account of the performance and completion of the delivery/supply stipulated herein.

### Article 7

#### ASSIGNMENT AND SUBCONTRACT

The CONTRACTOR agrees not to assign, transfer, pledge, subcontract or make any other disposition of this contract or any part thereof or interest therein without prior written approval of the CONTRACTING PARTY. Any approval of the assignment, transfer, pledge, subcontract or any other disposition of this contract or any part thereof or interest therein shall not relieve the CONTRACTOR from any liability or obligations to the CONTRACTING PARTY hereunder, nor create any contractual relation between the subcontractor and CONTRACTING CAPACITY.




IN WITNESS WHEREOF, the parties hereto hereby affixed their respective signatures on this 16<sup>th</sup> day of June 2023 at Talavera, Nueva Ecija.

**MUNICIPALITY OF TALAVERA**  
Contracting Party

**VELCOB TRADING**  
Contractor

By:   
NERITO S. SANTOS, JR.  
Municipal Mayor

By:   
ORLAND Dg. VELASCO  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
ALFREDO S. ATRAJE

#### ACKNOWLEDGEMENT

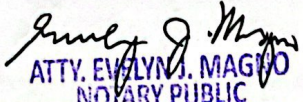
Republic of the Philippines)  
**TALAVERA N.E.** )s.s.

BEFORE ME, A Notary Public for and in the **TALAVERA N.E.**,  
Personally appeared Hon. **NERITO S. SANTOS, JR.** and **ORLAND DG. VELASCO**, both  
known to me the same person who executed this instrument and they acknowledge to me that the  
same as their own free act and voluntary deed and of the entities they respectively represents.

This instrument refers to construction contract consisting of three (3) pages including the  
pages whereon this acknowledgement is written and signed by the parties and their instrument  
witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL this 16<sup>th</sup> day of June 2023 at  
**TALAVERA N.E.**

Doc. No. 375  
Page No. 74  
Book No. VIII  
Series No. 2023

  
ATTY. EVELYN J. MAGNO  
NOTARY PUBLIC  
NOTARIAL COMMISSION NO. 2023-008  
UNTIL DECEMBER 31, 2024  
TALAVERA, NUEVA ECIA  
PTR NO. TLV0443496/JAN 03, 2023-TAL. N.E.  
IBP NO. 297227/JAN.30, 2023-NUEVA ECIA  
MCLE COMPLIANCE NO. VII-0025120-VALID UNTIL APRIL 14, 2025  
ATTORNEY'S ROLL NO. 41363



Republic of the Philippines  
Province of Nueva Ecija  
MUNICIPALITY OF TALAVERA  
-oOo-

**CONTRACT AGREEMENT NO. GOODS 2023 – 36**

**KNOW ALL MEN BY THESE PRESENTS**

This Contract entered into at Talavera, Nueva Ecija, this 16<sup>th</sup> day of June 2023, by and between:

**MUNICIPAL GOVERNMENT OF TALAVERA**, a juridical entity created and existing under the laws of the Republic of the Philippines with office and postal address at Quezon Street, Pagasa Dist., Talavera, Nueva Ecija, represented herein by **HON. NERITO S. SANTOS, JR.** at Municipality of Talavera, Province of Nueva Ecija, hereinafter referred to as **CONTRACTING PARTY**;

-and-

**ROYCE MOTOR CENTER, INC.**, a business duly organized and existing under the laws of the Republic of the Philippines, with office address at Maharlika Highway, Cabanatuan City, Nueva Ecija represented herein by **MANUEL M. AQUINO, JR.** of Cabanatuan City, Nueva Ecija, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH, That:

WHEREAS, the **CONTRACTING PARTY** desires certain works to be performed the Delivery & Supply of Two (2) Units Patient Transport Vehicles use for Municipality of Talavera with the following specifications: Engine 2.5L Displacement, Inline 4 Cylinder DOHC Variable Turbo Charger (VGS) with Intercooler, Transmission Type : 5 Speed MT, Max. Output : 129HP @3200RPM, Max Torque: 356NM@1400-2000 RPM, Fuel Type : Diesel, Tank Capacity : 65L, Length : 5080mm, Width : 1695mm, Height : 2285mm, Ground Clearance : 195mm, Security & Safety : 2 Airbags (Driver & Passenger) with LSV, 3 Years LTO Registration, GSIS Insurance, as hereinafter referred to as the **PROJECT**, and which the **CONTRACTOR** has been awarded to do to full completion after bidding duly held and conducted;

WHEREAS, the following documents which are hereto respectively attached are hereby incorporated and adopted to form integral parts of this contract, namely:

- a. Specifications;
- b. Invitation to Bid;
- c. Bid Documents
- d. Eligibility requirements, documents and/or statements;
- e. Notice of award of contract and winning bidder's conformity thereto; and
- f. Other contract documents that may be required by existing laws and/or the procuring entity;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the stipulations and covenants hereinafter contained, the parties hereto hereby agree, as follows:

**Article 1**  
**SCOPE OF DELIVERY**

In consideration of the payment to be made by the **CONTRACTING PARTY** to the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to furnish all Delivery & Supply of Two (2) Units Patient Transport Vehicles use for Municipality of Talavera with the following specifications: Engine 2.5L Displacement, Inline 4 Cylinder DOHC Variable Turbo Charger (VGS) with Intercooler, Transmission Type : 5 Speed MT, Max. Output : 129HP @3200RPM, Max Torque: 356NM@1400-2000 RPM, Fuel Type : Diesel, Tank Capacity : 65L, Length : 5080mm, Width : 1695mm, Height : 2285mm, Ground Clearance : 195mm, Security & Safety : 2 Airbags (Driver & Passenger) with LSV, 3 Years LTO Registration, GSIS Insurance.



**Article 2**  
**TIME OF COMPLETION**

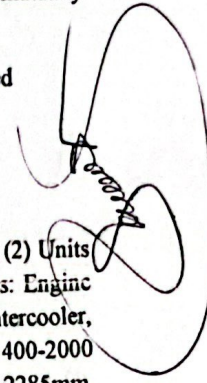
The Delivery and Supply stipulated under this contract shall be completed and be ready for use not later than Ninety (90) Calendar Days from receipt by the CONTRACTOR of the CONTRACTING PARTY'S notice to proceed.

**Article 3**  
**CONTRACT AMOUNT**

In consideration of the faithful and satisfactory performance by the CONTRACTOR of the delivery/supply and obligations contracted under this agreement, the CONTRACTING PARTY agrees to pay the CONTRACTOR the total amount of **THREE MILLION FOUR HUNDRED FIFTY EIGHT THOUSAND PESOS (Php 3,458,000.00)**, Philippine Currency. b

In any event that the CONTRACTING PARTY will require the CONTRACTOR to perform additional delivery/supply not covered by this agreement, the cost thereof shall be added to the contract price and shall be covered by a supplemental contract, provided, however, that the cost thereof does not exceed twenty five (25%) percent of the contract amount.

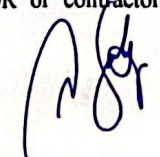
On the other hand should the parties agree that certain aspects of the delivery covered herein be discontinued or excluded from the delivery/supply to be performed by the CONTRACTOR under this contract which would correspondingly, effect a reduction in the contract price, the cost of Delivery & Supply of Two (2) Units Patient Transport Vehicles use for Municipality of Talavera with the following specifications: Engine 2.5L Displacement, Inline 4 Cylinder DOHC Variable Turbo Charger (VGS) with Intercooler, Transmission Type : 5 Speed MT, Max. Output : 129HP @3200RPM, Max Torque: 356NM@1400-2000 RPM, Fuel Type : Diesel, Tank Capacity : 65L, Length : 5080mm, Width : 1695mm, Height : 2285mm, Ground Clearance : 195mm, Security & Safety : 2 Airbags (Driver & Passenger) with LSV, 3 Years LTO Registration, GSIS Insurance is so discontinued or excluded if separable and shall not prejudice the rest of the works covered herein, shall accordingly be deducted from the agreed contract price. In either case, the addition or reduction in the contract price shall be mutually agreed upon between the parties in writing before implementation.

Any payment due and payable to the CONTRACTOR maybe offset against any liquidated damages that may accrue and become due and payable to the CONTRACTING PARTY. 

**Article 4**  
**TERMS OF PAYMENT**

The CONTRACTING PARTY may, make payment upon Delivery & Supply of Two (2) Units Patient Transport Vehicles use for Municipality of Talavera with the following specifications: Engine 2.5L Displacement, Inline 4 Cylinder DOHC Variable Turbo Charger (VGS) with Intercooler, Transmission Type : 5 Speed MT, Max. Output : 129HP @3200RPM, Max Torque: 356NM@1400-2000 RPM, Fuel Type : Diesel, Tank Capacity : 65L, Length : 5080mm, Width : 1695mm, Height : 2285mm, Ground Clearance : 195mm, Security & Safety : 2 Airbags (Driver & Passenger) with LSV, 3 Years LTO Registration, GSIS Insurance by the CONTRACTOR after the date of notice to proceed.

**Article 5**  
**LIQUIDATED DAMAGES**

Where the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract period, *if/he/she/they* shall pay the CONTRACTING PARTY liquidated damages in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract cost minus the value of the completed portions of the contract certified by the government officer concerned as usable at the expiration of the contract period for each calendar day of delay until the work is completed and accepted or taken over by the CONTRACTING PARTY does not have to prove that it has incurred actual damages. Such liquidated damages shall be deducted from any money due or which may be due to performance bond of the CONTRACTOR or contractor's surety, whichever is convenient to the CONTRACTING PARTY. 



**Article 6**  
**TAXES, LICENSES, PERMITS AND FEES**

The CONTRACTOR shall be accountable for all taxes, licenses, permits and fees which may be due to the local and/or national government on account of the performance and completion of the delivery/supply stipulated herein.


**Article 7**  
**ASSIGNMENT AND SUBCONTRACT**

The CONTRACTOR agrees not to assign, transfer, pledge, subcontract or make any other disposition of this contract or any part thereof or interest therein without prior written approval of the CONTRACTING PARTY. Any approval of the assignment, transfer, pledge, subcontract or any other disposition of this contract or any part thereof or interest therein shall not relieve the CONTRACTOR from any liability or obligations to the CONTRACTING PARTY hereunder, nor create any contractual relation between the subcontractor and CONTRACTING CAPACITY.

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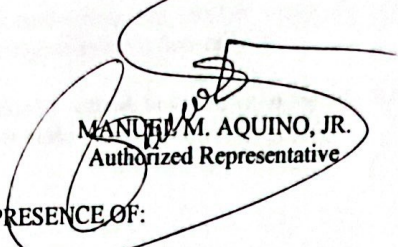
**MUNICIPALITY OF TALAVERA**  
Contracting Party

By:

  
NERITO S. SANTOS, JR.  
Municipal Mayor

**ROYCE MOTOR CENTER, INC.**  
Contractor

By:

  
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Authorized Representative

SIGNED IN THE PRESENCE OF:

  
ALFREDO S. ATRAJE

**ACKNOWLEDGEMENT**

Republic of the Philippines)

**TALAVERA N.E.** )s.s.

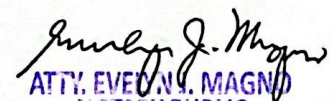
**TALAVERA N.E.**

BEFORE ME, A Notary Public for and in the \_\_\_\_\_,  
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**TALAVERA N.E.**

Doc. No. 401  
Page No. 81  
Book No. VII  
Series No. 2023

  
ATTY. EVELYN I. MAGNO  
NOTARY PUBLIC  
NOTARIAL SEAL  
NOTARY PUBLIC SD2023-008  
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