

## Contract Agreement

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THIS AGREEMENT made this \_\_\_\_\_ day of MAY 15 2024, between the **City Government of Cagayan de Oro** of the Philippines (hereinafter called "the Entity") of the one part and **Magnaphil Systems Sales** of 227 Bonair Building, Osmeña St., Brgy. 34, Cagayan de Oro City, (hereinafter called "the Supplier") of the other part.

WHEREAS the Entity invited Bids for certain goods, viz., **Supply and Delivery of 1 Lot PABX System, Paging and CCTV System; PR No. 23- 4533 dated November 14, 2023; SN 37a - 2024**, and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Five Million Nine Hundred Ninety Eight Thousand Seven Hundred and 00/100 Pesos (PhP5,998,700.00)**, (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, as annexed, shall be deemed to form and be read and construed as part of this Agreement, viz.:

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- A the Bid Form and the Price Schedule submitted by the Bidder;
  - 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 Notification 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 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 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.



Binding Signature of PROCURING ENTITY

**ROLANDO A. UY**  
City Mayor

Binding Signature of SUPPLIER

**PHILIP C. CHAN**  
Proprietor  
Magnaphil Systems Sales

Witnesses:

*Hygien Balambao*

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF MISAMIS ORIENTAL) S.S.  
CITY OF CAGAYAN DE ORO

**BEFORE ME** this MAY 15 2024 at Cagayan de Oro City, Philippines, personally appeared:

Name	Identification and ID No.	Issued at/Date of Expiry/Place of Issue
Hon. Rolando A. Uy	SSS No. 03-4644815-1	
Philip C. Chan	SSS No. 08-0662551-1	

and their witnesses, known to me to be the same persons who executed the foregoing instrument, signed by them and their witnesses on every page, and they acknowledged before me that the same are their own free and voluntary act and deed. This instrument consisting of two (2) pages only, including the page on which this acknowledgement is written.

**WITNESS MY HAND AND SEAL** on the date and first mentioned above.

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Series of: 2224

**ATTY. ED GIBSON E. BELARMINO**  
Notary Public  
El Salvador to Binuangan, Misamis Oriental including Cagayan de Oro City  
Until December 31, 2024  
Notarial Commission No. 2023-126  
PTR No. 3239132/January 09, 2024/Misamis Oriental  
IBP No. 431600/January 27, 2024/Misamis Oriental  
Roll No. 82051 May 26, 2022  
MCLE Compliance No. - Newly admitted to the Bar  
San Lucas St. Corner San Guillermo St. Zone 6  
Capison, Kauswagan, Cagayan de Oro City  
TIN: 277-383-330