

**CONTRACT AGREEMENT**

THIS AGREEMENT made the 05 JAN 2024 2023 between **MUNICIPALITY OF MANGATAREM, PANGASINAN** of the Philippines (hereinafter called "the Entity") of the one part and **New Windswept General Merchandise** represented by **Stephanie Edlyn J. Marzan** with business at Capitulacion St., Bangued, Abra hereinafter called "the Supplier") of the other part:

**WHEREAS**, the Entity invited Bids for certain goods and ancillary services, particularly **Provision of Construction/Agricultural Supplies, Materials and Equipment to be distributed at Different Barangays (82 Barangays) in Mangatarem, Pangasinan** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million, One Hundred Twenty-Two Thousand, Eight Hundred Fifty Pesos (Php 2,122,850.00)** (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.

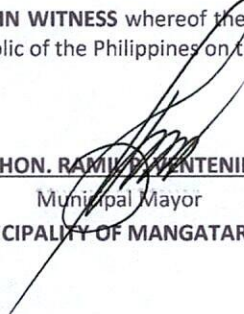
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

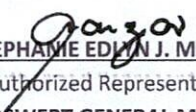
- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial 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;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. 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 for the sum of **Two Million, One Hundred Twenty-Two Thousand, Eight Hundred Fifty Pesos (Php 2,122,850.00)** or such other sums as may be ascertained, **Stephanie Edlyn J. Marzan** agrees to deliver the **Provision of Construction/Agricultural Supplies, Materials and Equipment to be distributed at Different Barangays (82 Barangays) in Mangatarem, Pangasinan** in accordance with his/her/its Bid.

4. The **MUNICIPALITY OF MANGATAREM, PANGASINAN** 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 in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**HON. RAMIL P. VENTENILLA**  
 Municipal Mayor  
 for: **MUNICIPALITY OF MANGATAREM, PANGASINAN**


  
**STEPHANIE EDLYN J. MARZAN**  
 Authorized Representative  
 for: **NEW WINDSWEPT GENERAL MERCHANDISE**

**Acknowledgment**

Before me a Notary Public for and in the Province of Pangasinan this 05 JAN 2024 day of JAN, 2023 by Hon. Ramil P. Ventenilla personally appeared with TIN # 416-183-533 and Stephanie Edlyn J. Marzan with TIN No. 311762-344-000 known to me the same in their free act and deed.

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

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 Book No. CXLVIII  
 Series of 2023

  
**ATTY. ROBERTO E. CADAYAN**  
 NOTARY PUBLIC  
 UNTIL JUNE 30, 2024  
 PTR No. 2606254  
 ROSALES, PANGASINAN  
 JAN. 03, 2023  
 IBP No. 0357-JUNE 1, 2022  
 DAGUPAN CITY  
 TIN No. 182-220-622  
 ROLL No. 26495