

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS

That this contract entered into by and between the **CITY GOVERNMENT OF SAN JOSE** represented by **City Mayor MARIO O. SALVADOR**, hereinafter referred to as the First Party and **E. C. SULFELIX CONSTRUCTION** represented by its owner/manager **ENGR. EPITACIO C. SULFELIX**, of legal age, Filipino, married and a resident of San Gregorio, Rizal, Nueva Ecija hereinafter referred to as the Second Party.

**WITNESSETH**

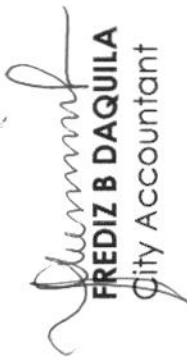
WHEREAS, The First Party and the Second Party have entered into an agreement for the latter to furnish labor, materials and equipment for the **Improvement of Driver's Lounge at City Terminal, Brgy. Sto. Niño 1st**, this city;

WHEREAS, the amount of **Two Million Four Hundred Thousand Pesos & 00/100 (Php. 1,400,000.00)** is available from the **2022-20% Development Fund** duly certified by the City Budget Officer and City Accountant.

WHEREAS, **E. C. SULFELIX CONSTRUCTION** with business address located at San Gregorio, Rizal Nueva Ecija offered the amount of **One Million Three Hundred Eighty-Three Thousand Pesos & 00/100 (Php 1,383,000.00)**, which is the lowest bid price offered by the prospective bidders, who was found eligible and eventually participated in the public bidding conducted by San Jose City Bids and Awards Committee (BAC) at the General Services Office, San Jose City on December 6, 2021.

NOW THEREFORE, for and in consideration of the foregoing premises, both parties have agreed under the following terms and conditions, to wit;

1. That the Second Party shall furnish labor, materials and equipment needed in the **Improvement of Driver's Lounge at City Terminal, Brgy. Sto. Niño 1st**, this city;
2. That the First Party shall pay the amount of **One Million Three Hundred Eighty-Three Thousand Pesos & 00/100 (Php 1,383,000.00)**, said amount to be paid after the full completion of the **Improvement of Driver's Lounge at City Terminal, Brgy. Sto. Niño 1st**, this city. Partial payments may be made in the equivalent of work actually accomplished before the final and full completion of the same;
3. That the First Party hereby gives the Second Party Ninety (90) Calendar days to simultaneously perform the work as per plans, programs of works, and specifications to the satisfaction of the First Party
4. That in order to guarantee the faithful performance of the agreement by the Second Party, a Performance Security shall be posted by the Second Party either in the form of cash or surety bond in the amount as provided in the bidding documents.
5. That the Second Party, unless prevented by force majeure or some lawful causes beyond human control, does hereby agree to pay the First Party the amount equivalent to 1/10 of One Percent (1%) of the contract price for everyday of delay as liquidated damages until such time that the work is completely finish. That the implementing rules and guidelines regarding the adjustment of contract price adopted and approved by the Government will form part of the contract.

  
**FREDIZ B DAQUILA**  
City Accountant

  
**ARNOLD A. ESCUADRO**  
City Treasurer

  
**CARLITO O. PERALTA, JR.**  
CGDH I & OIC-City Engineer


  
**EPITACIO C. SULFELIX**  
Owner/Manager  
**E. C. SULFELIX CONSTRUCTION**  
Second Party

  
**MARIO O. SALVADOR**  
City Mayor  
First Party


- 6 That the following Annexes shall form part of the Contract as provided for by Section 37.2 and 37.2.4 of Rule XI, of Republic Act No. 9184.
- Annex 1: Drawing Plans
  - Annex 2: Project Specification
  - Annex 3: Invitation to Apply for Eligibility and to Bid
  - Annex 4: Bidding Documents
  - Annex 5: Addenda / Supplemental Bid Documents
  - Annex 6: Bid Form
  - Annex 7: Eligibility Requirement
  - Annex 8: Performance Security
  - Annex 9: Credit Line
  - Annex 10: Notice of Award
- 7 That the Implementing rules and Regulations of R. A. 9184, other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects shall be made and formed as an integral part of the Contract.
- 8 This agreement shall be valid and binding upon its execution by the herein parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 04 day of JAN, 2022 at SAN JOSE CITY


**SAN JOSE CITY GOVERNMENT**

by:   
**MARIO O. SALVADOR**  
 City Mayor  
 First Party  
 CTC No  
 On: January, 2022  
 At: San Jose City

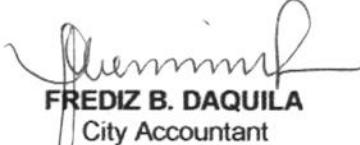
**E. C. SULFELIX CONSTRUCTION**

by:   
**EPITACIO C. SULFELIX**  
 Owner/Manager  
 Second Party  
 PRC No. 0046877  
 Valid until: \_\_\_\_\_

Signed in the presence of:

  
**CARLITO O. PERALTA, JR.**  
 CGADH I & OIC-City Engineer


  
**ARNOLD A. ESCUADRO**  
 City Treasurer

  
**FREDIZ B. DAQUILA**  
 City Accountant

(REPUBLIC OF THE PHILIPPINES)  
 (CITY OF SAN JOSE) STS.  
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BEFORE ME, a Notary Public for and in the Province of Nueva Ecija and SAN JOSE CITY personally appeared **MARIO O. SALVADOR**, City Mayor of San Jose City and **E. C. SULFELIX CONSTRUCTION** represented by its owner/manager **ENGR. EPITACIO C. SULFELIX**, of San Gregorio, Rizal, Nueva Ecija with the residence certificates the particulars of which appeared above executed the foregoing contract regarding the furnishing of labor, materials and equipment for the **Improvement of Driver's Lounge at City Terminal, Brgy. Sto. Niño 1st**, this city, in which contract consists of two pages, each and every page of which is signed by the parties and their instrumental witnesses.

WITNESS MY HAND, SIGNATURE AND SEAL THIS \_\_\_\_\_ DAY OF JAN 04 2022, 2022

  
**ENCISO C. VILLAFLO**  
 Notary Public  
 VALID UNTIL DECEMBER 31, 2022  
 ATTORNEY'S ROLL No. 27589  
 PTR No. 1591822 / 12-27-2021  
 No. 0268335-SC EP / 12-15-2020  
 MILE COMPLIANCE NO. VI 0006551  
 NOTARIAL COMMISSION NO. 03-2021  
 CABANATUAN CITY, NUEVA ECIA  
 IBP No. 136265 / 12-21-2020

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