



Republic of the Philippines  
**LOCAL GOVERNMENT UNIT OF IBA**  
Province of Zambales  
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**OFFICE OF THE MUNICIPAL MAYOR**

**C O N T R A C T**

THIS CONTRACT made this 21<sup>st</sup> day of December 2017 by and between;

The government of the Republic of the Philippines through the LOCAL GOVERNMENT UNIT OF IBA, Zambales, Philippines represented herein by the Municipal Mayor, HON. JUN RUNDSTEDT C. EBDANE (hereinafter called "the Entity") of the one part and I.L. FERNANDO GENERAL MERCHANDISE represented by IRWIN L. FERNANDO with registered office address at #62 South Madrinan Street South Triangle, Quezon City (hereinafter called "the Contractor") of the other part.

WHEREAS the Entity published/invited the Bids for purchase/acquisition of goods, viz., FRAMEWORK AGREEMENT SUPPLEMENTAL FEEDING FOR 15 DAY CARE CENTERS OF LGU-IBA, ZAMBALES (herein after called "the Contract") as stated in the Invitation to Bid and has accepted a Bid by the Contractor of the supply and delivery of the said goods/product with the sum of **ONE MILLION TWO HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED PESOS and 00/100 (P/ 1,239,600.00)** (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (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; and
  - (f) 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 services 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 services 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.