Republic of the Philippines DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

CEBU 2ND DISTRICT ENGINEERING OFFICE

Poblacion, Dalaguete, Cebu

25GHE002 - Supply and Delivery of Material and Handtools for the Repair/Maintenance along National Road within area of jurisdiction, Argao - Samboan, Cebu

SUPPLY CONTRACT

(For Goods/Equipment)

KNOW ALL M	EN BY	THESE	PRESE	VTS
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1 N JUN 2025

day·of ____ This Supply Contract made and entered into this , 20 by and between:

The Government of the Republic of the Philippines through the **Department of Public Works** and Highways - Cebu 2nd District Engineering Office, a government agency performing governmental functions of the Republic of the Philippines, with office address at Poblacion, Dalaquete, Cebu, represented herein by the OIC - District Engineer, SUSAN L. ORNOPIA-AROA, hereinafter called the "DPWH".

-and-

JJ &J CONSTRUCTION & GENERAL SUPPLY, a single proprietorship/partnership/ corporation/joint venture organized under and by virtue of the laws Republic of the Philippines, with office address at **Zone Sunlot, Calawisan, Lapu-Lapu City, Cebu**, represented herein by its Owner, JAY ALEXANDER A. RUIZ, hereinafter called the "SUPPLIER."

WITNESSETH:

WHEREAS, the DPWH invited Bids for 25GHE002 - Supply and Delivery of Material and Handtools for the Repair/Maintenance along National Road within area of jurisdiction, Argao - Samboan, Cebu has accepted the Bid of the SUPPLIER for the supply and delivery of:

Item No.	Item Description	QTY	Unit	Unit Cost	Total Amount
1	Emulsified Asphalt - SS1	20.00	Drum	25,380.00	507,600.00
2	Hot Mix, Asphalt	120.00	MT	15,000.00	1,800,000.00
3	Cold Mix Asphalt (All Weather), 40 kg/pail	423.00	Pails	3,800.00	1,607,400.00
4	Grasscutter, 2 stroke	24.00	Unit	45,000.00	1,080,000.00
		manadan manadan ka ka manadan ka ka ma	GR	AND TOTAL	P 4,995,000.00



- Chief, Finance Accountant II

JAY ALEXANDER A. RUIZ

TORE TO THE TENSION

OIC - Chief, Finance Section

Accountant II

MARY GRACE A. GALLETO

Republic of the Philippines DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

CEBU 2ND DISTRICT ENGINEERING OFFICE

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In the sum of Four Million Nine Hundred Ninety Five Thousand Pesos Only (₱ 4,995,000.00), hereinafter called the "Contract Price."

WHEREAS, the whole supply and delivery as covered by this Agreement shall be completed within **Thirty (30)** calendar-days in accordance with the provisions of the Bid documents.

NOW THEREFORE, in view of the foregoing premises and of the mutual covenants and stipulations, hereinafter provided, the parties here to have agreed, as follows:

- 1. In this Agreement words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - The Bid Form and the Price Schedule submitted by the bidder; (a)
 - (b) Schedule of Requirements:
 - Production/Delivery Schedule; (c)
 - (d) Technical Specifications:
 - (e) General Conditions of Contract:
 - (f) Special Conditions of Contract:
 - Performance Security; (g)
 - Notice of Award; (h)
- 3. In the consideration of the payments to be made by the **DPWH** to the **SUPPLIER** as hereinafter mentioned. The SUPPLIER hereby covenants with conformity in all respects with the provisions of the Contract.
- 4. The **DPWH** hereby covenants to pay the **SUPPLIER** in consideration of the provision of the goods and services and to 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 day and year first above written.
- 5. The provisions on liquidated damages under Section 68 and Paragraph 9 of Annex "E" of R-IRR of R.A. No. 9184, are hereby incorporated and deemed to form part of this Agreement. The amount of liquidated damages shall be equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay.
- 6. The **DPWH** shall terminate a contract for default when due to the SUPPLIER's fault and after the contract time has expired.



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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.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS CEBU 2 nd DEO	JJ &J CONSTRUCTION & GENERAL SUPPLY
Represented By:	Represented By:
SUSAN L. ÓRNOPIA-AROA OIC-District Engineer	JAY ALEXANDER A. RUIZ Owner
Witnessed by:	
CHANDA M. YSAO OIC-Chief, Maintenance Section	
FUNDS AVAILABLE: Subject to the provisions of Executive Order No. 91, s.	2019
MARY GRACE A. GALLETO Accountant II OIC - Chief, Finance Section ONO STANGE OF TOTAL AND WILLIAMS	\$ 4, 995, 000.00

Date of Approval: 1 0 JUN 2025

13 & 3 CONSTRUCTION & GENERAL SUPPLY

AY ALEXANDER A. RUIZ

RY-GRACE A. GALLETO

Accountant II

Owner

Funds Available:Subject to the provisions of Executive Order No. <u>91</u>, s. 2019

Republic of the Philippines DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

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	Dalaguete, Cebu) S S							
Haga.	ACKNOWLEDGEMENT							
ction (BEFORE ME, as the Notary Public for and within the City of <u>Dalaguete, Cebu</u> personally							
- Chief, Finance Section	appeared SUSAN L. ORNOPIA-AROA, OIC-District Engineer, representing the REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways), with TIN No issued on at							
	and JAY ALEXANDER A. RUIZ, Owner, representing JJ &J CONSTRUCTION & GENERAL SUPPLY With issued on at							
OIC	known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.							
	This instrument consists of four (4) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witness on the left margin of the other pages.							
(ecolora)	IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this day of							
	(Notary Public)							

BY CRIMENT OF PUBLIC WORKS AN BY CANOPIA-AROA OIC - District Engineer

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Series of 2024

CANUTARY PUBLIC SUBJECT OF STREET OF

ATTY-DANICA NINA B. OSORIO-DUBLUIS CPA
NOTARY PUBLIC FOR THE PROVINCE OF CEBU AND THE MUNICHALITIES
OF SIBONGA, ARGAO, DALAGUETE, ALCOV AND BOLJOON
Until December 31, 2025
Roll of Attorneys No. 90155
PTR No. 7299698 | Cebu Province | 01/02/2025
IBP No. 478167 | Cebu Province | 11/20/2024
MCLE Compliance No. VIII - 0025330 | 03/27/2025
N. Bacalso, Avenue, Poblacion, Dalaguete, Cebu,
Philippines