



Republika ng Pilipinas
PAMAHALAANG LUNGSOD NG TACLOBAN
(City Government of Tacloban)
Kanhuraw Hill, Tacloban City 6500
Tel. Nos. 325-3950

Contract Agreement

for

PROCUREMENT OF FOOD STUFF

THIS AGREEMENT made on the 23rd day of April, 2021 between **THE CITY GOVERNMENT OF TACLOBAN** of the Philippines (hereinafter called "the Entity") of the one part and **EARTHPRIME PROPERTIES INC.** of Tacloban City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods/services, **Procurement of Food Stuff** and has accepted a bid by the Supplier for the supply of the goods/delivery of services in the sum of **Four Million Five Hundred Three Thousand Pesos & 00/100 (P4,503,000.00) only**, (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. General and Special Conditions of Contract;
 - b. Contract Agreement
 - c. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - d. Performance Security;
 - e. NFCC or Credit line in accordance with **ITB** Clause 5.5
 - f. Notice of Award of Contract; and
 - g. Other contract documents that may be required by existing laws.
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/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/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.
5. The period of delivery of items/services shall be upon receipt and acknowledgement of the Notice to Proceed; however, if the Supplier fails to deliver within the given period, this Agreement shall be automatically terminated and the City need not bring a court action for the rescission of this Contract.
6. That in case of dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of Contract, Section 59.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act shall govern.
7. Parties further agree that any dispute arising from the implementation of the contract will be submitted for **ARBITRATION** in Tacloban City **ONLY** AND in accordance with RA 876 otherwise known as "The Arbitration Law".

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.

CITY GOVERNMENT OF TACLOBAN

BY THE AUTHORITY OF THE CITY MAYOR:

ATTY. ANNALIZA A. QUILIOPE
OIC-CITY ADMINISTRATOR
ALFRED S. ROMUALDEZ
City Mayor
(Party of the First Part)

EARTHPRIME PROPERTIES INC.
(Supplier)

[Signature]
GLADYS PEVIDA
Authorized Representative
(Party of the Second Part)

SIGNED IN THE PRESENCE

[Signature]
WENED O. DE VERA

[Signature]
MARGIEAN M. GEMIPIS

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Leyte) S.S.
Tacloban City)

BEFORE ME, a Notary Public for in the above jurisdiction personally appeared the following:

- 1. **ALFRED S. ROMUALDEZ/**
Authorized Representative : _____
Competent Evidence of Identity : _____
Date/Place Issued : _____
- 2. **GLADYS PEVIDA/**
Authorized Representative : *[Signature]*
Competent Evidence of Identity : UMID CEN - 0006 - 2032794 - 3
Date/Place Issued : Tacloban City

Known to me to be the same person/s who executed the foregoing instruments and acknowledgement to me that the same is their own free will and voluntary act and deed as well as the entity represented.

WITNESS my hand and seal on the date and place stated above.

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Book No. IV
Series of 2021

[Signature]
ATTY. RICHARD G. BONGJAS
N.C. 2021-01-13, For the Province of Leyte
Notary Public Until December 31, 2022
Roll No. 72485, TN 406-315-308
IBP No. 133673-11/27/2020- Leyte
PTR No. 8093272-1/4/2021- Tacloban
MCLE Comp. No. VII-0001192 Until 4-14-2025
Tacloban Shopping Center, Salazar St., Tacloban City