



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 SERVICE: VAN RENTAL

THIS AGREEMENT made on the 29th day of March, 2021 between **THE CITY GOVERNMENT OF TACLOBAN** of the Philippines (hereinafter called "the Entity") of the one part and **VAN VAN TOURS CORPORATION** of Tacloban City, Philippines (hereinafter called "the Service Provider") of the other part:

WHEREAS the Entity invited Bids for certain goods/services, **Procurement of Service: Van Rental** and has accepted an offer by the Service provider for the supply of the goods/delivery of services in the sum of **Two Million Seven Hundred Thousand Pesos & 00/100 (P2,700,000.00) 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. Contract Agreement
 - b. Service provider's duly signed and accomplished Request for Quotation;
 - c. Income/Business Tax Returns;
 - d. Omnibus Sworn Statement;
 - e. Performance Securing Declaration;
 - f. Notice of Award of Contract; and
 - g. Other documents that may be required by existing laws.
3. In consideration of the payments to be made by the Entity to the Service provider as hereinafter mentioned, the Service provider 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 Service provider 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 services shall be upon receipt and acknowledgement of the Notice to Proceed; however, if the Service provider 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. ANA ALIZA A. QUILLOPE
CIC-CITY ADMINISTRATOR
ALFRED S. ROMUALDEZ
City Mayor
(Party of the First Part)

/VAN VAN TOURS CORPORATION
(Supplier)

JERIC DANE GERMO GRANADOS
Authorized Representative
(Party of the Second Part)

SIGNED IN THE PRESENCE

JULIETA D. VENOJO

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. **JERIC DANE GERMO GRANADOS/**
Authorized Representative : FLORENDO S. SALANAP
Competent Evidence of Identity : H03-98-020470
Date/Place Issued : 9-16-2020 / ORMOC 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.

Doc. No. 153
Page No. 11
Book No. 2211
Series of 2021

DANIEL E. PEN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR No. 5313247 (12/16/2020), Tacloban City,
IBP No. 136364 (12/22/2020), Leyte Chapter
Roll No. 48870, NC No. 2020-01-38 (1/29/20)