



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

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into this **5th** day of **November, 2021**, in Tacloban City, Philippines, between **THE CITY GOVERNMENT OF TACLOBAN** of the Philippines (hereinafter called "the Entity") of the one part and **KAIN'S TRADING CORP.** of **U711 FUTURE POINT PLAZA 1, #112 PANAY AVE., SOUTH TRIANGLE, QUEZON CITY** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Medical Supplies** and has accepted a Bid by the Supplier for the supply of those goods and services, in the sum of **Seven Hundred Sixty-seven Thousand Five Hundred Fifty-two Pesos & 50/100 (Php767,552.50)** 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications and Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **Seven Hundred Sixty-seven Thousand Five Hundred Fifty-two Pesos & 50/100 (Php767,552.50)** only, or such other sums as may be ascertained, **KAIN'S TRADING CORP.** agrees to provide the services in accordance with his/her/its Bid.
4. The **CITY GOVERNMENT OF TACLOBAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

Signature

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

Owner
 BY THE AUTHORITY OF THE CITY MAYOR:
 ATTY. ANNALIZA A. GUILIOPE
ALFRED S. ROMUALDEZ
 City Mayor
 (Party of the First Part)

SALVADOR A. ABINA JR. SIGNED IN THE PRESENCE
 CITY ACCOUNTANT

KAIN'S TRADING CORP.
(Supplier)

Sherilyn
SHERYL M. MARAÑON
 The President
 (Party of the Second Part)

Roy Simbalua
 ROY SIMBALUA

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 : ATTY. ANNALIZA A. GUILIOPE
 Competent Evidence of Identity : TIN ID/ 422-363-320
 Date/Place Issued : 05/22/2012
2. **SHERYL M. MARAÑON/**
 The President : *Sherilyn*
 Competent Evidence of Identity : DRIVERS LICENSE # N25 11-016578
 Date/Place Issued : LTD Q.C.

All known to me to be the same person who executed the foregoing CONTRACT AGREEMENT, and that they acknowledged to me that the same is their free and voluntary act and deed as well as the respective entities represented.

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

Doc. No. 342 ;
Page No. 20 ;
Book No. XXXII ;
Series of 2021.


ATTY. ANTONIO C. SALINAS
NOTARY PUBLIC, No. 029-01-04
UNTIL SEPTEMBER 30, 2021
MCLE # 100000113
P.L. NO. 100000113, JAN. 4, 2021
IBP No. 148935-JAN. 6, 2021