

Contract Agreement Form

THIS AGREEMENT made the 22 day of May 2019 between *City Government of Tabaco City*, Philippines (hereinafter called "the Entity") of the one part and *GORILLA TRADING*, 52 Sgt. Esguerra Avenue, South Triangle, Quezon City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Supply & Delivery of School Supplies for the Libreng Gamit sa Eskwela, Tabaco City* under Contract ID No. 006-02-2019-GOODS and has accepted the Bid of the Supplier for the supply of those goods and services in the sum of *Four Million Five Hundred Forty-One Thousand Eight Hundred Pesos (Php 4,541,800.00)* (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 Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice 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 **School Supplies for the Libreng Gamit sa Eskwela** as described in the hereto attached Purchase Order within **thirty (30) calendar days from receipt of the Notice to Proceed**, delivered at the **City Government of Tabaco** 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.


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.

For and In-behalf of:

THE SUPPLIER

Signed, Sealed and Delivered

by:


JONATHAN S. RAFOL
Authorized Representative
Gorilla Trading

THE ENTITY

Signed, Sealed and Delivered

by:


NESTOR T. SKN PABLO
Acting City Mayor

In the Presence of:


SHERRY A. TRILLES
City Budget Officer


LUIS B. MELGAR
City Accountant


Republic of the Philippines
Province of Albay)S.S.
Mun/City _____

ACKNOWLEDGEMENT

Before me, Notary Public for and in the Province of Albay including the City of Tabaco, personally appeared **NESTOR T. SAN PABLO** with ID No. _____ issued on _____ at _____ in his capacity as Acting City Mayor, City of Tabaco and **Jonathan S. Rafof** with ID No. Drivers Lic. No. 25-99-059478 issued _____ on _____ representing **Gorilla Trading** to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me same and are true act and deed for in behalf of the PARTIES they represent.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this MAY 22 2019 day of _____ Philippines.

Doc. No. 6
Page No. 3
Book No. XV
Series of 2019


ATTY. BENELITA T. MONES-BORROME O
Notary Public for and in Quezon City
Adm. Matter No. NP-158
Commission until 31 December 2019
IBP Lifetime No. 09779 / 01-04-2011 / O.C.
PTR No. 7503603 / 01-15-19/O.C.
Roll of Attorney No. 47287 / 05-06-2002
MCLE Compliance W-No. 0018403 until 4-14-2022
28-1 Malakas St. Corner Magalang St.
Barangay Pinyahan, O.C./ Tel. No. 579-56-88



PURCHASE ORDER

Tabaco City
LGU

Supplier: **GORILLA TRADING**

Address: 52 Sgt. Esguerra Avenue, South Triangle, Quezon City

P.O. No.: **19-05-0928 TS**

Date: **5/21/19**

Mode of Procurement: **BIDDING**

PR No./s: **19-01-0081**

Place of Delivery: Tabaco City Hall, Tabaco City (City Mayor's Office)

Delivery Term: 30 cd

Payment Term: 3 weeks

Date of Delivery:

Item No. Qty Unit

Item No.	Qty	Unit	DESCRIPTION	Unit Cost	Amount
1	30200	pcs	Supply & delivery of the following School Supplies for the "Libreng Gamit sa Eskwela Project": Writing Notebook for Day Care, Kinder, Grade 1, 2 and 3 with personalized front cover, inside front cover, back cover & inside back cover; full coat 12, full colors with UV lamination; Inside pages: Bond, substance 16, at least 80 leaves; Cover Design: With photography and layout concept of at least 5 layout design.	19.00	573,800.00
2	37200	pcs	Writing Notebook for Grade 4, 5 and 6 with personalized front cover, inside front cover, back cover & inside back cover; full coat 12, full colors with UV lamination; Inside pages: Bond, substance 16, at least 80 leaves; Cover Design: With photography and layout concept of at least 5 layout design	19.00	706,800.00
3	24500	pcs	Pad paper for Day Care, Kinder, Grade 1, 2, and 3; Bond Substance 16, at least 80 leaves (Classmate)	12.00	294,000.00
4	9800	pcs	Pad paper for Grade 4; Bond substance 16, at least 80 leaves (Classmate)	12.00	117,600.00
5	22700	pcs	Pad paper for Grade 5 and 6; Bond substance 16, at least 80 leaves	18.00	408,600.00
6	11500	pcs	Pencil, jumbo (Amspec)	10.00	115,000.00
7	6000	pcs	Pencil No. 2 (Mongol)	8.00	48,000.00
8	6700	set	Crayons, double, 16 colors per set (Joy)	25.00	167,500.00
9	5300	pcs	Personalized Coloring Book for Day Care and Kinder (assorted), full coat 12, full color with UV lamination; Inside pages: Black and white print, at least 16 pages; Paper type: book #50; size: 8.5" x 11"; Cover Design and Inside Pages: with concept, layout and design	30.00	159,000.00
10	3000	pcs	Plastic Clear envelope, long size, without handle (Adventure)	8.50	25,500.00
11	45000	pcs	Ballpen, colors: Red, Blue, Black; 15,000 pcs. per color (Classique Panda)	6.00	270,000.00
12	6900	pcs	Personalized Knapsack bag, with foam and with printed city logo	240.00	1,656,000.00
Total					4,541,800.00

Four Million Five Hundred Forty-One Thousand Eight Hundred Pesos

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed

CONFORME: Very Truly yours,

 JONATHAN S. RAPOI <i>(Signature over printed name)</i>	 NESTOR T. SAN PABLO <i>Acting City Mayor</i>
(Date) <u>5/21/19</u>	