

Contract Agreement Form

THIS AGREEMENT made this NOV 09 2020 day of _____ 2020 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 Program, City Mayor's Office, Tabaco City under Contract ID No. 014-09-2020-GOODS* and has accepted the Bid of the Supplier for the supply of those goods and services in the sum of *Five Million Sixty-Four Thousand Fifty Pesos (Php 5,064,050.00)* (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 goods/services* as described in the hereto attached Purchase Order within **thirty (30) calendar days from receipt of 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.

Signed, sealed, delivered by **CIELO KRISEL LAGMAN-LUISTRO** the Local Chief Executive (for the Procuring Entity).

Signed, sealed, delivered by **JONATHAN S. RAFOL** the Authorized Representative (for the Supplier).

Binding Signature of Procuring Entity: _____

Binding Signature of Supplier: _____

Witness:

SHERRY A. TRILLES
City Budget Officer

ATTY. JOVITO BRON CODERIS, JR.
City Legal Officer

Republic of the Philippines

Province of Albay)S.S.

Mun/City QUEZON CITY

ACKNOWLEDGEMENT

QUEZON CITY

Before me, Notary Public for and in the Province of Albay including the City of Tabaco, personally appeared **CIELO KRISEL LAGMAN-LUISTRO** with **Driver's License No. X01-03-054919; Issued On April 03, 2017** in her capacity as City Mayor, City of Tabaco and **JONATHAN S. RAFOL** with ID No. Drivers License N25-99-059478 issued on 09/08/2017 at Quezon City 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 Nov 8 9 2020 day of Philippines.

QUEZON CITY

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ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. San Barron St. Q.C.
IBF AR No. 13154888, QC 1-2-2020
PTR No. 9269808, QC 1-2-2020
MCLE VI-0022012; 4-14-22



PURCHASE ORDER

Tabaco City
LGU

Supplier	GORILLA TRADING	P.O No.:	20-0860
Address	52 Sgt. Esguerra Avenue, South Triangle, Quezon City	Date:	11/09/2020
Gentlemen:		Mode of Procurement:	BIDDING
		PR No./s	20-08-1053

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery:		Delivery Term:	30 cd		
Date of Delivery:		Payment Term:	3 weeks		
Item No.	Qty	Unit	DESCRIPTION	Unit Cost	Amount
1	31,200	pcs	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: Photos/Graphics provided by Procuring Entity	22.50	702,000.00
2	30,000	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: Photos/Graphics provided by Procuring Entity	22.50	675,000.00
3	20,500	pcs	Pad paper for Day Care, Kinder, Grade 1, 2, and 3; Bond Substance 16, at least 80 leaves	13.50	276,750.00
4	1,350	pcs	Pad paper for Grade 4; Bond substance 16, at least 80 leaves	13.50	18,225.00
5	10,000	pcs	Pad paper for Grade 5 and 6; Bond substance 16, at least 80 leaves	21.00	210,000.00
6	7,000	pcs	Pencil, Jumbo	12.50	87,500.00
7	18,300	pcs	Pencil No. 2	9.75	178,425.00
8	3,000	set	Crayons, double, 16 colors per set	48.50	145,500.00
9	14,300	pcs	Plastic clear envelope, long size, without handle	10.50	150,150.00
10	25,000	pcs	Ballpen, colors: red (8,300pcs), black (8,300pcs) and blue (8,400pcs)	7.00	175,000.00
11	4,000	pcs	Personalized Coloring Book for Day Care & 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	35.00	140,000.00
12	8,700	pcs	Personalized Knapsack bag, with foam and with print; assorted colors; Print design provided by the Procuring Entity	265.00	2,305,500.00
nothing follows					
Total					5,064,050.00

Five Million Sixty-Four Thousand Fifty 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. RAFOL (Signature over printed name)	CIELO KRISSEL LAGMAN-LUISTRO City Mayor
(Date)	11/09/20