



Republic of the Philippines  
**MUNICIPALITY OF LINGAYEN**  
Province of Pangasinan

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF GOODS**

This *Contract Agreement* is entered into this JAN 19 2022 in Lingayen, Pangasinan, by and between:

**THE MUNICIPALITY OF LINGAYEN**, a local government unit duly created and existing under Philippine Law, represented by **HON. LEOPOLDO N. BATAOIL**, in his capacity as Municipal Mayor, herein referred to as **The Procuring Entity**;

-- and --

**BIOCHEM SCIENTIFIC DIAGNOSTIC SUPPLY**, an agency of the sole proprietorship duly registered the Department of Agriculture, with principal place of Business at 0757 A. National Road, Purok 3, Malamig, Bustos, Bulacan, represented herein by its owner, **BEATRIZ G. CALALEC** of legal age, married, Filipino Citizen, and a resident 0757 A. National Road, Purok 3, Malamig, Bustos, Bulacan, herein referred to as **The Supplier**,

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly the *Procurement of Covid-19 test kits at General Services Office, Lingayen, Pangasinan* and has accepted Bid by the Supplier for the supply of those goods and services in the sum of *Six Hundred Sixty Eight Thousand Pesos (P668,000.00) Only*, Philippine Currency (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 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:
  - a. Purchase Request
  - b. Request Of Quotation
  - c. Resolution of Lowest Calculated and Responsive Quotation
  - d. Notice of Award of Contract; and the Bidder's *conforme* thereto; and
  - e. Other contract documents that may be required by the 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 *Six Hundred Sixty Eight Thousand Pesos (P668,000.00) Only*, the Supplier agrees to *Covid-19 test kits at General Services Office, Lingayen, Pangasinan* in accordance with his / her / its Bid.
4. The Procuring Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The Supplier hereby agrees to refund the Procuring Entity the amount considered to be overpriced as declared by the Commission on Audit (COA).



...the manufacturing defects shall be corrected, the Supplier shall provide a warranty security for a period of (3) months, in the case of Expandable Supplies, or a period of one (1) year, in case of Non-Expandable Supplies, counted from the acceptance by the Procuring Entity of the delivered supplies.  
The obligation for the warranty shall be covered by retention money in an amount equivalent to one (1%) of the total contract price. The said amount shall only be released after the lapse of the warranty period or, in the case of Expandable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent and all the conditions imposed under the contract have been fully met.

8. The procuring Entity reserves the right to reject the goods despite acceptance by the General Services Office or the End User in case the goods fail to meet technical Specifications.
9. Any and all the disputes arising from the implementation of this Contract Agreement shall be submitted to arbitration in the Philippines according to the provision of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
10. In case of breach of contract, the Supplier shall be liable for liquidated damages equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under circumstances.
11. The Parties agree that all disputes, legal actions, suits and proceeding arising out of or relating to this Contract Agreement, any Ancillary Agreement, or the transaction must be brought exclusively before the courts of Lingayen, Pangasinan, which have proper jurisdiction. Each Party hereby consents and submits to the exclusive jurisdiction of the Designated Courts. No legal action, suit or proceeding with a respect to this Contract Agreement, any Ancillary Agreement or the transaction may be brought in any forum. Each Party hereby irrevocably waive all claims of immunity from jurisdiction and any objection which such Party may now or hereafter have to the laying of venue of any suit, action or Proceeding in any designed court, including any right to object on the basis that any dispute, action, suit or proceeding brought in the Designated Courts has been brought in an improper or inconvenient forum or venue.

IN WITNESS whereof the parties hereto have signed this Agreement to be executed in accordance with the laws of the Republic of the Philippines on JAN 19 2022 in Lingayen, Pangasinan.

**MUNICIPALITY OF LINGAYEN  
SUPPLY**

Procuring Entity

By:

  
**HON. LEOPOLDO N. BATAOIL**  
Municipal Mayor

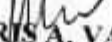
  
**BIOCHEM SCIENTIFIC DIAGNOSTIC**

Supplier

By:

**MS. BEATRIZ G. CALALEC**  
Owner

Represented By:

  
**MARICRIS A. VALDEO**  
Administrative Manager  
Authorized Representative

SIGNED IN THE PRESENCE OF:

*Lingayen*  
Attest C. Amora

ACKNOWLEDGEMENT

Republic of the Philippines )  
Province of Lingayen ) s.s.  
Municipality of Lingayen ) S

In the Municipality of Lingayen, Pangasinan, on this JAN 19 2022 personally appeared before me the following persons:

<u>Name</u>	<u>Competent Evidence of Identity</u>
Hon. Leopoldo N. Bataoil	Driver's License No. N02-81-010466
BEATRIZ G. CALALEC	TIN ID No. 164-278-989-000

Who are known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free act and voluntary deed.

This instrument consist of three (3) pages including this page on which this acknowledgement is written, was signed by the parties concerned and their witnesses at one each and every page. It pertains to a Contract of Lease of market Stall.

IN WITNESS WHEREOF, I have hereunto set my signature and affix my notarial seal on the date and place above given.

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Book No. 18  
Series of 2022



**TERENCE MARK ARTHUR S. FERRER**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
SERIAL NO. 01-11-2021-L-001  
ROLL NO. 71832  
PTR NO. 8605918 B/1-03-22  
LINGAYEN, PANGASINAN  
MCLE COMP. NO. VI-0024250-4-12-19