



Republic of the Philippines
MUNICIPALITY OF LINGAYEN
Province of Pangasinan

CONTRACT AGREEMENT FOR THE PROCUREMENT OF GOODS

This *Contract Agreement* is entered into this DEC 09 2021 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 —

KOBOTS ENTERPRISES, a sole proprietorship registered with the Department of Trade and Industry, with principal place of business at Barangay Bantayan, Lingayen, Pangasinan, represented herein by its owner, **ELSIE S. BARADI**, of legal age, married, Filipino citizen, and resident of Barangay Bantayan, Lingayen, Pangasinan, herein referred to as **The Supplier**.

WHEREAS, by virtue of Proclamation No. 1021, President Rodrigo Roa Duterte extended the declared State of Calamity throughout the Philippines for a period of one (1) year, effective 13 September 2021 to 12 September 2022, unless earlier lifted or extended as circumstances may warrant.

WHEREAS, from October 10 to 14, 2021, Severe Tropical Storm "*Maring*" (international name, "*Kompasu*") caused widespread damage to infrastructure and agricultural crops in the Municipality of Lingayen.

WHEREAS, on October 25, 2021, the *Sangguniang Panlalawigan* issued Provincial Resolution No. 900-2021 declaring a State of Calamity in the entire Province of Pangasinan due to the extent of damages brought about by widespread COVID-19 infections aggravated by Severe Tropical Storm "*Maring*."

WHEREAS, there is an immediate need for the procurement of Goods (Food Packs) to be distributed as relief assistance to families affected by Covid-19 pandemic and Severe Tropical Storm "*Maring*."

WHEREAS, immediate action is necessary to prevent the further loss of life brought about by the global COVID-19 pandemic and Severe Tropical Storm *Maring*.

WHEREAS, Section 53(b) of *Republic Act No. 9184* and Section 53.2 of its *2016 Revised Implementing Rules and Regulations (2016 Revised IRR)* authorize the use of alternative methods of procurement through negotiated procurement in emergency cases.

WHEREAS, by virtue of Annex "H," Paragraph IV (J) of the 2016 Revised IRR, the negotiation and procurement of the above-mentioned goods was delegated to Larry B. Flores, in his capacity as Municipal GSO.

WHEREAS, the Municipal GSO negotiated with the Supplier who is legally, technically, and financially capable to supply the *Goods (food packs) to be distributed as relief assistance to families affected by COVID-19 pandemic and Severe Tropical Storm "Maring"* in the sum of *Nine Hundred Seventy-Three Thousand Pesos (P973,000.00) 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.

ELSIE S. BARADI

ACMAYEN

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. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. 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 for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - c. Performance Security
 - 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 *Nine Hundred Seventy-Three Thousand Pesos (P973,000.00) Only*, the Supplier agrees to supply the *Goods (food packs) to be distributed as relief assistance to families affected by COVID-19 pandemic and Severe Tropical Storm "Maring"* 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).
6. In order to assure that manufacturing defects shall be corrected, the Supplier shall provide a warranty security for a period of three (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.
7. 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 of 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 bought 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.

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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 _____ in Lingayen, Pangasinan.

MUNICIPALITY OF LINGAYEN
Procuring Entity

KOBOTS ENTERPRISES
Supplier

By:

By:

HON. LEOPOLDO N. BATAOIL
Municipal Mayor

Elsie S. Baradi
ELSIE S. BARADI
Owner

SIGNED IN THE PRESENCE OF:

Allysa C. Majera
ALLYSA C. MAJERA

VERGIE S. BARADI
VERGIE S. BARADI

ACKNOWLEDGEMENT

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

In the Municipality of Lingayen, Pangasinan, on this DEC 09 2021 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
Elsie S. Baradi	Tin No: 935-561-333-000

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 Agreement for the Procurement of Goods.

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

ATTY. BUTCH CARDINAL N. TORIO

Notary Public
Until December 31 2022

SNC-NP-15-2021

PTR NO. 1294625 issued on 1-04-2021
MCLE NO. VI-0002669 issued on 6-20-2017
BP LIFE NO. 04564/ROLL NO. 48541

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