



Republic of the Philippines
Province of Palawan
Municipality of San Vicente

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 13 day of OCT 2020 2020 between the **MUNICIPAL GOVERNMENT OF SAN VICENTE, PALAWAN** of the Philippines represented in the act by its **Municipal Mayor, HON. AMY R. ALVAREZ** (hereinafter called "the Entity") of the one part and **MAXIMOTORS CORPORATION** of **KM. 4 North National Highway, Bgy. San Manuel, Puerto Princesa City, Palawan** represented by **PAUL ELTON T. LAO** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited for a **Bids** for certain goods and ancillary services, particularly **SUPPLY AND DELIVERY OF 1 UNIT BRAND NEW RESCUE PICK-UP 4 X 4 FOR EMERGENCY AND DISASTER SITUATION AND DISASTER PREPAREDNESS PROGRAM, THIS MUNICIPALITY/2020-009** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION SEVEN HUNDRED NINETY-NINE THOUSAND PESOS (₱1,799,000.00)** (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 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;
 - 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 **ONE MILLION SEVEN HUNDRED NINETY-NINE THOUSAND PESOS (₱1,799,000.00)** or such other sums as may be ascertained, **MAXIMOTORS CORPORATION** agrees to **SUPPLY AND DELIVER 1 UNIT BRAND NEW RESCUE PICK-UP 4 X 4 FOR EMERGENCY AND DISASTER SITUATION PREPAREDNESS PROGRAM** in accordance with his/her/its Bid.
4. The **MUNICIPAL GOVERNMENT OF SAN VICENTE, PALAWAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The Supplier shall provide and deliver the items in accordance with the terms specified in Schedule of Requirements, upon receipt of Notice to Proceed.
6. The Entity shall impose one tenth (1/10) of one (1) percent of the total cost for each day of delay in the delivery of the goods;
7. The Entity have the right to reject defective items and any items that do not conform to the specification.
8. The Supplier shall replace defective/rejected items to meet the specification at no cost to the Entity.
9. The Mitsubishi Motors Philippines Corporation (MMPC) through its Authorized Service Center Maximotors Corporation will repair or replace any part of the vehicle that is found to be defective in material or workmanship free of charge for labor and parts within a period of **THREE (3) YEARS** from its selling date of the first 100,000 kilometers of use whichever comes first. MMPC warrants that the part of the vehicle which is of concern should have been subjected to normal use and regular Periodic Maintenance Service (PMS) to qualify terms and conditions. List of items covered by this warranty condition are indicated on the Service and Warranty Booklet.
10. The Supplier has the capacity to supply genuine parts and accessories however in the event that the same are not available in stock, such parts will be ordered promptly.
11. That, the warranty of the vehicle is fully transferable to subsequent owners. Only the unconsumed portion of the warranty period will be transferred to each subsequent owner.
12. MMPC reserves the exclusive right and sole discretion to the final decision on all warranty claims.
13. The **notarization** of this instrument shall be for the account of the Supplier.

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.

ENTITY


AMY R. ALVAREZ
Municipal Mayor

SUPPLIER


PAU ELTON T. LAO
General Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
PROVINCE OF PALAWAN }
PUERTO PRINCESA CITY } S.S.

BEFORE ME, a Notary Public for and the above jurisdiction, personally appeared the following:

NAME	COMMUNITY TAX CERTIFICATE NO.	DATE AND PLACE ISSUED
AMY R. ALVAREZ	27717150	Jan. 23, 2020/San Vicente, Pal.
PAUL ELTON T. LAO	11833652	Jan. 9, 2020/Puerto Princesa City

Known to me and to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

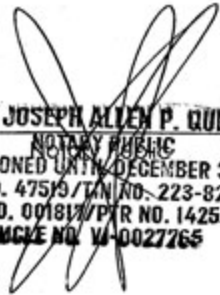
This instrument consists of three (3) pages including this page wherein this acknowledgment is written and signed by the parties and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this OCT 13 2020 day of 2020 at PUERTO PRINCESA CITY, Palawan, Philippines.


PAUL ELTON T. LAO
SUPPLIER


AMY R. ALVAREZ
ENTITY

Doc. No. 221
Page No. 46
Book No. 131
Series of 2020


ATTY. JOSEPH ALLEN P. QUINON
NOTARY PUBLIC
COMMISSIONED UNTIL DECEMBER 31, 2021
ROLL NO. 47519/TAN NO. 223-829-187
IBP NO. 001817/PTR NO. 1425234
MCLE NO. W-0027765