



Republic of the Philippines
Province of Palawan
Municipality of San Vicente

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day NOV 17 2020 20__ between **MUNICIPAL GOVERNMENT OF SAN VICENTE, PALAWAN** of the Philippines (hereinafter called "the Entity") of the one part and **MAXIMOTORS CORPORATION OF KM. 4 NORTH NATIONAL HIGHWAY, BGY. SAN MANUEL, PUERTO PRINCESA CITY, PHILIPPINES** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **SUPPLY, DELIVERY AND COMMISSIONING OF 4 UNITS BRAND NEW RESCUE PICK-UP TRUCK 4 X 4 FOR MUNICIPAL DISASTER RISK REDUCTION MANAGEMENT OFFICE (MDRRMO), THIS MUNICIPALITY** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **SIX MILLION FIVE HUNDRED THOUSAND PESOS (₱ 6,500,000.00)** (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 **SIX MILLION FIVE HUNDRED THOUSAND PESOS (₱ 6,500,000.00)** or such other sums as may be ascertained, **NISSAN COMMONWEALTH, INC.** agrees to **SUPPLY AND DELIVERY OF 1 UNIT BRAND NEW RESCUE VAN VEHICLE FOR EMERGENCY AND**



PAUL ELTON T. LAO
SUPPLIER

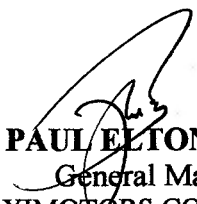

AMY R. ALVAREZ
ENTITY

**DISASTER SITUATION AND DISASTER PREPAREDNESS PROGRAM,
THIS MUNICIPALITY** 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 Supplier shall repair or replace any parts 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 or the first 100,000 kilometers of use whichever comes first. Mitsubishi Motors Philippines Corporation (MMPC) warrants that the period of the vehicle which is of concern should have been subjected to normal use and regular Periodic Maintenance Service to qualify for this warranty terms and conditions.
10. The shall supply genuine parts and accessories, if not readily available in stock, such parts will be ordered promptly.
11. The warranty of the vehicle is fully transferrable to subsequent owners however only the unconsumed portion of the warranty will be transferred to each subsequent owner.
12. Mitsubishi Motors Philippines Corporation 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.


AMY R. ALVAREZ
MUNICIPAL GOVERNMENT
OF SAN VICENTE, PALAWAN


PAUL ELTON T. LAO
General Manager
MAXIMOTORS CORPORATION.

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

Both known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deeds, consisting of three (3) pages including this page in which this Acknowledgement is written and signed by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this NOV 17 2020 day of NOV 17 2020, 2020 at PUERTO PRINCESA CITY, Philippines.

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ATTY. JOSEPH ALLEN P. QUINON
NOTARY PUBLIC
COMMISSIONED UNTIL DECEMBER 31, 2021
ROLL NO. 47519/TIN NO. 223-829-182
IBP NO. 001817/PTR NO. 1425234
MCLE NO. VI-0027265


PAUL ELTON T. LAO
SUPPLIER


AMY R. ALVAREZ
ENTITY