



Republic of the Philippines  
Province of Palawan  
Municipality of San Vicente

**Contract Agreement**  
**16 SEP 2020**

*Ambrosio*  
**THOR O. BENDANILLO**  
Witness

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 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 HINOKI GLOBAL CONCEPTS, INC. of 154 A Narra St., Fortune Village 6, Parada, Valenzuela City represented by JAY ANN LERIT (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited for a Bids for certain goods and ancillary services, viz. that **SUPPLY AND DELIVERY OF SOLID WASTE MANAGEMENT EQUIPMENT/MACHINERY FOR THE OPERATION OF MATERIAL RECOVERY FACILITY (MRF) IN BGY. POBLACION/LOT 4 (1 UNIT MULTI-PURPOSE SHREDDER FOR BIO-WASTES WITH SPARE SET OF BLADE)** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of **FIVE HUNDRED THIRTY-EIGHT THOUSAND PESOS (P 538,000.00)** (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

*Ramon R. Molo*  
**RAMON R. MOLO**  
Witness

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' Bid, including the Technical and Financial Proposals, and all other documents/statements submitted including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the Entity's Notification of Award;and
  - (e) the Notice to Proceed
3. The Supplier shall provide and deliver the items within **forty-five (45)** calendar days upon receipt of Notice to Proceed duly signed by the Head of the Procuring Entity;
4. 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;
5. The Entity have the right to reject defective items and any items that do not conform to the specification;
6. The Supplier shall replace defective/rejected items to meet the specification at no cost to the Entity;
7. In order to assure that manufacturing defects shall be corrected, a warranty security shall be required from the Supplier for a minium period of one (1) year after acceptance by the Procuring entities of the delivered item. The obligation for the warranty shall be covered by a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.
8. The Supplier assured that the equipment to be delivered is manufactured in accordance to the highest production standards and specifications. The Supplier shall provide a one (1) year warranty/quality assurance against factory defects within designed usage and shall repair damaged parts within the warranty period. The warranty does not cover damages caused by normal wear and tear, improper machine use, work performed by others, neglect, abuse or accidents. Any adjustment/replacement of any part or other work on this machine by any person other than a technician certified by **HINOKI GLOBAL CONCEPTS, INC.** will void the warranty;

*Jay Ann Lerit*  
**JAY ANN LERIT**  
SUPPLIER


*Amy R. Alvarez*  
**AMY R. ALVAREZ**  
ENTITY



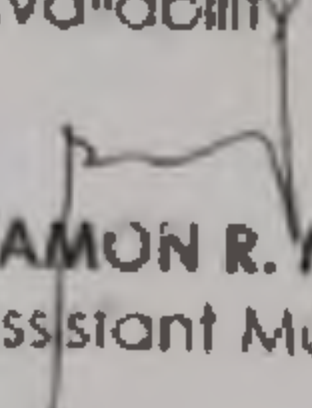
9. The Supplier shall provide a 1 year warranty under normal operating procedure and on the engine while consumables like blades, bearing, fan belt at the account of the Entity;
10. The Supplier offers after sales service and spareparts of same or better specifications for the next five (5) years after the expiration of the warranty period on a Special Rate;
11. The Supplier shall notify/send notice to the Municipal Government of San Vicente, Palawan on the new address, contact numbers and name of contact person in case accredited service center/s relocate/transfer;
12. That, 1 unit plastic crusher for Shredding plastic wastes is subject to visual and functional testing inspection in site by the following teams after installation:
  - a) Entity's representative.
  - b) End-users' Electrician and Machine Operator (for training)
  - c) Supplier's technical representative
13. 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 and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
14. 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; and
15. 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.

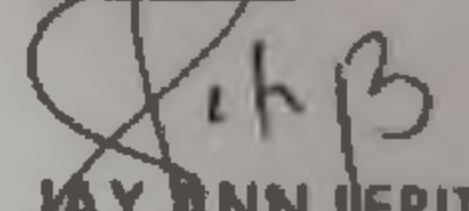
**ENTITY**

  
**AMY R. ALVAREZ**  
Municipal Mayor

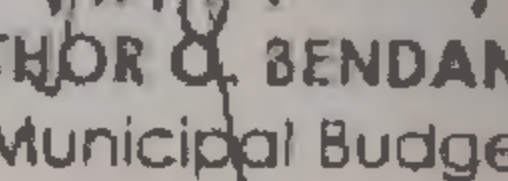
Witness and certified as to  
Availability of Funds

  
**RAMON R. MOLO**  
Assistant Municipal Treasurer

**SUPPLIER**

  
**JAY ANN LERIT**  
Proprietress

Witness and certified as to  
Availability of Appropriation

  
**THOR O. BENDANILLO**  
Municipal Budget Officer

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES }  
PROVINCE OF PALAWAN }  
QUEZON 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.
JAY ANN LERIT	00070203	Jan. 9, 2020/Valenzuela City



