

Municipality of Manaoag

Purchase of One (1) Unit Brand
New Heavy Duty Payloader,
MENRO Office, Office of the
Municipal Mayor, Municipal Hall,
Manaoag, Pangasinan

Standard Form Number: SF-GOOD-49
Revised on: May 24 2004

Republic of the Philippines
Municipality of Manaoag
Manaoag, Pangasinan
(075)5290301/(075)5192388
www.manaoag.gov.ph
mpdc_manaoag@yahoo.com

Notice of Award

March 23, 2021

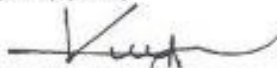
ISAGANI M. MARCELLANA
Sales and Marketing Manager
Carmak Motors Corporation

Sir:

We are happy to notify you for the Purchase of One (1) Unit Brand New Heavy Duty Payloader MENRO Office, Office of the Mayor, Municipal Hall, Manaoag, Pangasinan is hereby awarded you as the Bidder with the Single Calculated Responsive Bid at a Contract Price equivalent to One Million Six Hundred Fifty Thousand Pesos (P1,650,000.00).


You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,



HON. KIM MIKAEL G. AMADOR
Municipal Mayor

Conforme:


ISAGANI M. MARCELLANA
Sales and Marketing Manager
Date: 3-23-21



Republic of the Philippines
MUNICIPALITY OF MANAOAG
Province of Pangasinan
-oOo-

**CONTRACT AND AGREEMENT
FOR THE
PURCHASE OF ONE (1) UNIT BRAND NEW HEAVY DUTY PAYLOADER
MENRO OFFICE, OFFICE OF THE MAYOR, MUNICIPAL HALL,
MANAOAG, PANGASINAN**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 25th day of March, year 2021 at Manaoag, Pangasinan by and between

The **MUNICIPALITY OF MANAOAG** represented by **HON. KIM MIKAEL G. AMADOR**, Municipal Mayor, Manaoag, Pangasinan as the **PARTY OF THE FIRST PART**, hereinafter called the **EMPLOYER** duly authorized for this purpose,

AND

CARMAK MOTORS CORPORATION, a sole proprietor duly organized by virtue of the existing Laws of the Republic of the Philippines with office address at Mayombo District, Dagupan City, Pangasinan represented by **ISAGANI M. MARCELLANA** who has been the authorized representative for this purpose as the **PARTY OF THE SECOND PART** hereinafter called the **SUPPLIER**,

WITNESSETH

WHEREAS, the **EMPLOYER** is desirous that the certain **DELIVERY** of **GOODS** of the same should be executed by the **SUPPLIER**, viz: Purchase of One (1) Unit Brand New Heavy Duty Payloader, MENRO Office, Office of the Mayor, Municipal Hall, Manaoag, Pangasinan and has accepted the Bid of the **SUPPLIER** for the execution and completion of such **DELIVERY** of **GOODS** therein;

WHEREAS, the above-mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, the total amount of award for completion of the **DELIVERY** is One Million Six Hundred Fifty Thousand Pesos (P 1,650,000.00) Philippine Pesos;

WHEREAS, the whole **DELIVERY** in this **GOODS** as covered by this **CONTRACT** shall be completed within thirty (30) calendar-days in accordance with the provisions of the Bid documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract and Agreement, words and expressions shall be the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall deemed to form and be read and constructed as part of this Agreement, viz:
 - a) The Bid Form accomplished and submitted by the Contractor including the following annexes:
 - i. Bid Security
 - ii. Authority of the Signing Official
 - iii. Production/Delivery Schedule
 - iv. Manpower Requirements
 - v. After Sales Services/parts, if applicable
 - vi. Technical Specifications
 - vii. Omnibus Sworn Statement
 - viii. Duly Signed Bid Prices

ix. Recurring & Maintenance Cost

- b) Contract Agreement
- c) Conditions of Contract
- d) Invitation to Bid
- e) Specification
- f) Performance Bond
- g) Warranty Bond
- h) NFCC of Credit line Commitment for Operating Expenses
- i) Other pertinent documents as may be required

3. That in consideration of the Payments to be made by the EMPLOYER to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the EMPLOYER to execute and complete the DELIVERY remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
4. That the EMPLOYER hereby covenants to pay the SUPPLIER in consideration of the execution and completion of the DELIVERY at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment; hence payment to the SUPPLIER will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER.
5. The implementing Rules and Regulations of the amended R.A. 9184 other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the Contract.
6. That this Contract shall not take effect until the SUPPLIER has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount as required in the Instructions to Bidders.
7. In case the SUPPLIER refuses or fails to satisfactorily complete the delivery within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the SUPPLIER shall pay the GOVERNMENT for liquidated damages, and not by way of penalty, an amount to be determined for each calendar day of delay, until the work is completed and accepted or taken over by the Government.

$$\begin{aligned} \text{TLD} &= \text{VUUP} \times [(1+\text{OCC})^n - 1] \times \text{K} \\ \text{VUUP} &= \text{TCP} - \text{VCUP} \end{aligned}$$

WHERE:

TLD	=	Total Liquidated Damages in Pesos
VUUP	=	Value of the uncompleted or unusable portions of the contract works, as of the expiry date of the contract, in pesos.
TCP	=	Total Contract Prices, in Pesos
VCUP	=	Value of the completed and usable portion of the contract, as of the expiry date of the contract, in pesos
OCC	=	Prevailing opportunity cost of capital for government projects set by NEDA which is currently pegged at 15%
N	=	Total number of years that the contract works is delayed after the expiry date of the contract
K	=	Adjustment factor to cover additional losses
	=	$1 + C (1 \times n)$

WHERE:

C	=	Cost of construction supervision as a percentage, not exceeding 10% of construction cost
I	=	Annual inflation rate

The Head of agency may also impose additional liquidated damages on the contractor provided such is prescribed in the transactions to bidders.

8. In case the SUPPLIER lags behind schedule in his works and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Municipal Mayor of the Municipality of Manaoag may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.
9. The provision of RA 6685 as implemented by the Department Order No. 51, Series of 1990 is hereby incorporated as part of this CONTRACT.
10. The CONTRACT shall comply with, and strictly observe, all regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981.
11. The SUPPLIER warrants that he has not given promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.
12. The Joint Guidelines on Change Orders, Extra Works Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the P.D. 1594 as amended are hereby incorporated as part of this CONTRACT.
13. Within a period of 3 months after completion and final acceptance of the GOODS, the SUPPLIER shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.
14. If any dispute or difference of any kind whatsoever arises between the EMPLOYER and the SUPPLIER in connection with or arising out of the CONTRACT, or carrying out of the DELIVERY, it shall first be referred to and settled by the Municipal Mayor. However if the decision of the Municipal Mayor is not satisfactory either to the EMPLOYER or the SUPPLIER, such dispute may be submitted to.
15. This Agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

REPUBLIC OF THE PHILIPPINES...)
MUNICIPALITY OF _____)

(PARTY OF THE FIRST PART)

BY:


HON. KIM MIKAEL G. MADOR
Municipal Mayor


ALICIA B. NASTOR
Administrative Aide I
(Witness)

(PARTY OF THE SECOND PART)

BY:


ISAGANI MARCELLANA
Sales Marketing Manager


ERLYN V. NASTOR
Administrative Aide IV
(Witness)

Republic of the Philippines)
Province of Pangasinan....) S.S.
Municipality of MANGALDAN

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public and within the Municipality of Manaoag, Pangasinan, personally appeared HON. KIM MIKAEL G. AMADOR, Municipal Mayor, representing MUNICIPALITY OF MANAOAG, with Residence Certificate No. 27110927, issued on Jan. 11, 2021 at Manaoag, Pangasinan and CARMAK MOTORS CORPORATION represented by ISAGANI M. MARCALLANA, with Residence Certificate No. 01459734 issued on Jan. 27, 2021 and issued at Dagupan City, Pangasinan known to me to be the same persons who executed the foregoing CONTRACT AND AGREEMENT and they acknowledge to me that the same is their true and deed for and in behalf of the parties they represented.

This statement consist of four (4) pages, including this page on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal this 25th day of March 2021, MANGALDAN Pangasinan, Philippines.



Doc. No. 268
Page No. 39
Book No. 1
Series of 2021.



~~ATTY. KIM MIKAEL G. AMADOR~~
Notary Public
UNTIL DECEMBER 31, 2022
SNC-NP-09-2021
PTR NO. 75280251-4-2021
TIN 947-683-988
ROLL NO. 54416
NCLF NO. VI-0016519 1-1319

Municipality of Manaoag

Purchase of One (1) Unit Brand New
Heavy Duty Payloader, MENRO Office,
Office of the Municipal Mayor,
Municipal Hall, Manaoag, Pangasinan

Standard Form Number: SF-GOOD-56
Revised on: May 24, 2004

Republic of the Philippines
Municipality of Manaoag
Manaoag, Pangasinan
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mpdc_manaoag@yahoo.com

NOTICE TO PROCEED

March 26, 2021

ISAGANI M. MARCELLANA
Carmak Motors Corporation
Sales and Marketing Manager
Mayombo District, Dagupan City, Pangasinan

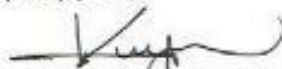
Sir:

The attached Contract Agreement having been approved, notice is hereby given to Carmak Motors Corporation that the delivery for the Purchase of One (1) Unit Brand New Heavy Duty Payloader, MENRO Office, Office of the Mayor in this municipality may commence on March 30, 2021 after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Municipality of Manaoag.

Very truly yours,



HON. KIM MIKAEL G. AMADOR
Municipal Mayor

I acknowledge receipt of this Notice on APRIL 6, 2021

Name of the Representative of the Bidder: ISAGANI M. MARCELLANA

Authorized Signature: 