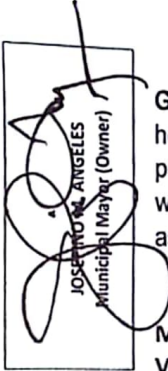


BIDS AND AWARDS COMMITTEE


5% Municipal Disaster Risk Reduction Management Fund –
Purchase/Acquisition of One(1) Emergency Vehicle
at LGU, Santa Rosa, Nueva Ecija
Contract No.: 10552114

CONTRACT

 **JOSEFINO M. ANGELES**
Municipal Mayor (Owner)

THIS CONTRACT, made and entered into this 2nd day of April 2024 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M. ANGELES**, hereinafter referred to as the "Owner" of the one part and B.M. Domingo Motor Sales, Inc., represented herein by its **Manager, BENITO M. DOMINGO JR.**, with office address at Km 109 Maharlika Highway Sumacab Este, Cabanatuan City, hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated March 12, 2024 for the 5% Municipal Disaster Risk Reduction Management Fund – Purchase/Acquisition of One(1) Emergency Vehicle at LGU, Santa Rosa, Nueva Ecija and after the evaluation and post-qualification, the Owner declared the bid of the Supplier as the lowest calculated and responsive bid for the above cited project;

 **RUBEN C. ESQUEJO, JR.**
Mun. Admin. (Owner's Witness)

WHEREAS, the Owner approved a resolution to award in favor of B.M. Domingo Motor Sales, Inc., in the sum of to **One Million Five Hundred Ninety Nine Thousand Five Hundred pesos only (Php 1,599,500.00)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration(in calendar days)
Purchase/Acquisition of One(1) Emergency Vehicle	Php 1,599,500.00	30

 **MARK LESTER R. CARBONELL**
Supplier's Witness

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.2 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
3. The contract duration or completion period shall be **30** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Supplier.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Supplier, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

5. The Owner hereby covenants to pay the Supplier in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

6. The Contract Price shall be paid to the Supplier through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Supplier shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Supplier shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
1% of the Contract Price	Retention money or a Special bank guarantee


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
OWNER


BENITO M. DOMINGO JR.
SUPPLIER

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO JR.
OWNER'S WITNESS


MARK LESTER R. CARBONELL
SUPPLIER'S WITNESS


JOSEPH M. ARRIAGUES
Municipal Mayor (Owner)

BEFORE ME, a Notary Public for and in CAYMAN ISLANDS, Philippines, this 240 day of APRIL, 2024 personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER	ISSUED ON	ISSUED AT
OM-001	08/02/2019	Santa Rosa, N.E.

P 2457106B 07/06/2019 MANILA


RUBEN C. ESQUIVIO JR.
Mun. Admin. (Owner's Witness)

MARK LESTER R. CARBONELL
Supplier's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 317
Page No. 68
Book No. 15
Series of 277

ATTY. BERTRAND R. ~~_____~~ C. DYSANGCO
NOTARY PUBLIC
 Valid Until December 31, 2024
 PTR NO NE 878245 01/02/2024
 IBP NO 38235 01/02/2024
 Ref of Attorney: _____ 2024
 MCLE COMPL. NO. _____
 CARNATION _____
 NOTARIAL JOURNAL NO. _____

Benito Domingo
BENITO M. DOMINGO JR.
Supplier