

CONTRACT AGREEMENT

This Agreement made and entered into by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government agency by virtue of the laws of the Philippines, with principal office located at 10F Double Dragon West Center Building, DD Meridian Park, Macapagal Ave. Pasay City, herein represented by its OIC-Director General, TERESO O. PANGA, and hereinafter referred to as the "**PROCURING ENTITY**",

-and-

PRINCE MOTOR CORPORATION, with address at 43 Commonwealth Avenue, Quezon City, herein represented by its General Sales Manager, **SHERILL C. MERDEGIA**, and hereinafter referred to as the "**SUPPLIER**".

Collectively "**the Parties**"

WITNESSETH:

WHEREAS, upon invitation of the PROCURING ENTITY, the SUPPLIER submitted a Bid for Lot 8 (Minibus), particularly for the **Procurement of Vehicles (PEZA-HO-2022-13)**, for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **Three Million Two Hundred Eighty Thousand Eight Hundred Eighty Eight Pesos (P3,280,888.00) only**, inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price");

WHEREAS, the Notice of Award was issued to the SUPPLIER on 22 December 2022;

NOW THEREFORE, the **PROCURING ENTITY** and the **SUPPLIER** have agreed on the following conditions:

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);
 - a. Technical Specifications/Terms of Reference;
 - 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 **Three Million Two Hundred Eighty Thousand Eight Hundred Eighty Eight Pesos (P3,280,888.00)** the SUPPLIER agrees to deliver **Minibus (Hyundai County)** in accordance with his/her/its Bid and this Agreement.
 4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the delivery of **Minibus (Hyundai County)**, the above-mentioned sum at the time and in the manner prescribe under this Agreement in accordance with the terms of the Bidding.
 5. The SUPPLIER agrees to remedy any defective or malfunctioning **Minibus (Hyundai County)**, upon notice by the Procuring Entity, in accordance with the provisions of the Bid Documents that form part of this Agreement.
 6. The Parties shall make every effort to resolve amicable and by mutual consultation any and all disputes or difference arising between the parties in connection with the implementation of this Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA 876 and RA 9285.
 7. In case of court suit, the venue shall be the court of competent jurisdiction in Pasay City to the exclusion of other courts."
 8. Duration of Contract – This contract shall take effect upon complete delivery of Minibus (Hyundai County) and will end after warranty period, unless terminated earlier by the parties, under conditions provided for under the bidding documents or law

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this ____ day of DEC 29 2022 2022 at QUEZON CITY.


TERESO O. PANGA

OIC-DG

for:

**PHILIPPINE ECONOMIC ZONE
AUTHORITY**


SHERILL C. MERDEGIA

General Sales Manager

for:

PRINCE MOTOR CORPORATION

Acknowledgment

REPUBLIC OF THE PHILIPPINES)
City of QUEZON CITY) S.S.

Before me a Notary Public for and in DEC 29 2022, Philippines this _____, personally appeared:

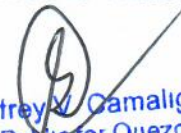
Name	Government Issued ID No.	ID Type
TERESO O. PANGA	PEZA ID No. 01000239	Gov't Employment ID
SHERILL C. MERDEGIA	CRM 0033 - 3268023 - 4	UMID

Both known to me to be the same persons who executed the foregoing instruments and who acknowledge to me that the same is are their free and voluntary acts and deeds and of the offices that they represent.

I further certify that this CONTRACT AGREEMENT consists of _ pages including the general and special conditions of the contract as well as the page which is acknowledge in written, and the parties hereto and their witnesses have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITNESS MY HAND SEAL on the date and place first above-written.

Doc. No. 434 ;
Page No. 88 ;
Book No. CXXXVIII ;
Series of 7072 ;


Godfrey V. Camaligan
Notary Public for Quezon City
Valid until December 31 2023
IBP No. 171100; 21 December 2021 Pasig City
PTR No. 8131692; 6 January 2022 Pasig City
Adm Matter No. NP-068 (2022-2023)
Roll No. 46083/TIN-214-859-946
MCLE Comp. No. VI-0020603; March 25, 2019
Lot 8 Blk Hito Street, Silvina Subdivision,
Brgy Talipapa, Novaliches, Quezon City

