



**MUNICIPALITY OF ANDA**  
**BIDS AND AWARDS COMMITTEE**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this **7th** day of **February 2020** between **LOCAL GOVERNMENT UNIT OF ANDA**, Poblacion, Anda, Pangasinan (hereinafter called the "Entity") and **CARMAK MOTORS CORPORATION** represented by **MR. ISAGANI M. MARCELLANA** of 165 Mayombo District, Dagupan City, Pangasinan, (hereinafter called the "Supplier").

**WHEREAS**, the Entity is desirous that the Supplier execute the **PROCUREMENT OF 10 WHEELER DUMP TRUCK** (hereinafter called "the Works") and the Entity has accepted the Bid for **SEVEN MILLION FOUR HUNDRED FIFTY THOUSAND PESOS (P7,450,000.00)** by the Supplier for the execution and completion of such Delivery and the remedying of any defects therein.

**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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - a. General and Special Conditions of Contract; (Specified in the Phil. Bidding Documents Section IV & section V )
  - b. Specifications;
  - c. Invitation to Bid;
  - d. Instruction to Bidders; (specified in the Phil. Bidding Documents Section II )
  - e. Bid Data Sheet;
  - f. Addenda and/or Supplemental/Bid Bulletins, if any;
  - g. Bid Form, including all documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - h. Eligibility requirements, documents and/or statements;
  - i. Performance Security;
  - j. Credit line by a licensed bank, if any;
  - k. Notice of Award and the Bidder's conformed thereto;
  - l. Other Contract documents that may be required by existing laws and/or Entity
3. In consideration of the payments to be made by **LGU - Anda** to the Supplier as hereinafter mentioned, the **Supplier** hereby covenants with **LGU - Anda** to execute and complete the Delivery in **NINETY (90) calendar days** from notice to proceed and remedy any defects therein in conformity with the provisions of this Contract in all aspects.
4. **LGU - Anda** hereby covenants to pay the Supplier in consideration of the execution and completion of the Delivery and the remedying of defects wherein, the Supplier Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. In the event of disagreement in determining the responsibility and liability for any loss or damage to the properties or premises of the Municipality of Anda, the disagreement shall be finally settled by arbitration. The decision of the arbiter, who shall be acceptable to both parties, shall be final. Subject to existing laws, should arbitration fail and court action is resorted to, venue shall be vested in the court in Anda; and
6. The Terms and conditions herein set forth shall automatically modified by the applicable provisions of laws and regulations, especially as they pertain to the Implementing Rules & Regulations of the Government Procurement Reform Act (RA 9184) and shall be accordingly effective at the date which the law or regulation so provides.



REPUBLIC OF THE PHILIPPINES  
 PROVINCE OF PANGASINAN  
**MUNICIPALITY OF ANDA**  
**BIDS AND AWARDS COMMITTEE**

IN WITNESS WHEREOF, the duly authorized parties representative of the parties have hereunto set their hands in the \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**LGU - ANDA.**

**CARMAK MOTORS CORP.**

**HON. JOGANIE C. RARANG**  
 Municipal Mayor

**MR. ISAGANI M. MARCELLANA**  
 Authorized Representative

CTC # 11609203  
 Date Issued: January 2, 2020  
 Place Issued: Anda, Pangasinan  
 Tin#: 248-202-988-000  
 Driver's License #: NO3-06-023055

CTC # 16716708  
 Date Issued: January 2, 2020  
 Place Issued: Dagupan City  
 Tin#: 000 815-210-000  
 Driver's License #: A07-01-044509

Signed in the Presence of:

REPUBLIC OF THE PHILIPPINES)  
 MUNICIPALITY OF DAGUPAN ) S.S.  
 PROVINCE OF PANGASINAN )

**ACKNOWLEDGEMENT**

BEFORE ME, Notary Public and in the Province of Pangasinan personally appeared **JOGANIE C. RARANG**, with Residence Certificate No. 11609203 Issued on January 2, 2020 at Anda, Pangasinan in his official capacity as Municipal Mayor, LGU-Anda representing the Municipality of Anda and **MR. ISAGANI M. MARCELLANA** with Residence Certificate No. 16716708, Issued on January 2, 2020 at Dagupan City, Pangasinan known to and to me known to be same person who executed the foregoing CONTRACT AGREEMENT and they acknowledged to me that the same is their true acts and deeds for and behalf of the Parties they represent.

This instrument consists of two (2) pages, including this page of which the ACKNOWLEDGE is written, duly signed by the contracting parties and their witnesses at the left margin and above their type written name.

IN WITNESS WHEREOF, I have hereto affixed my signature and seal of office this \_\_\_\_\_ day of FEB 07 2020 at DAGUPAN CITY

Doc. No. 432  
 Page no. 8  
 Book No. 4  
 Series of 2020

**ATTY. EMAN MICHAEL N. MENDIGUARAN**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2020  
 SNO - NP-21-2019  
 (Page 02) SPO POLL NO. 63294  
 TIN NO. 230-555-221-000  
 IBP NO. 0850-1/17/19 - PANGASINAN CHAPTER  
 IBP NO. 078901-1/23/19 - CENTRAL LUTON, PANGASINAN  
 PTR NO. 102899-1/18/19 - DAGUPAN CITY, PANGASINAN  
 WCLE COMPLIANCE NO. 4 - ARRANGE