

CONTRACT/ AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

The **TOYOTA PASONG TAMO INC**, a dealer of all Toyota vehicles with office address at 2292 Pasong Tamo Extension Makati City, Philippines herein represented by its Marketing Professional, **Mr. ARIEL M. MERCADERO** hereinafter referred to as "**TOYOTA PASONG TAMO**".

-and-

The **MARITIME INDUSTRY AUTHORITY**, an attached agency of the Department of Transportation (DOTr) existing under the laws of the Republic of the Philippines, with office address at 20th Street corner Bonifacio Drive 1018 Port Area (South), Manila, herein represented by its Administrator, **Atty. HERNANI N. FABIA**, hereinafter referred to as "**MARINA**".

WITNESSETH:

WHEREAS, for official purposes, the **MARINA** has decided to purchase Seven (7) New Passenger Vans, Two (2) Pickup, Two (2) Multi-Purpose Utility Vehicles (MPV);

WHEREAS, funds have been appropriated from the General Appropriations Act (GAA) for Capital Outlay for 2022 amounting to Twenty-One Million Pesos (P 21,000,000.00) inclusive of Value Added Tax (VAT), fees and other taxes and charges for the Seven (7) New Passenger Vans, Two (2) Pickup, Two (2) Multi-Purpose Utility Vehicles (MPV), One (1) Sports Utility Vehicle (SUV), and Nine (9) Motorcycles and have been certified as available for the said purpose;

WHEREAS, public bidding was conducted and Notice of Award was issued in favor of **TOYOTA PASONG TAMO**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties do hereby agree on the following:

SCOPE OF CONTRACT

The **TOYOTA PASONG TAMO** agrees to supply and deliver **Seven (7) New Passenger Vans, Two (2) Pickup, and Two (2) Multi-Purpose Utility Vehicles (MPV)** for **MARINA** in accordance with the technical specifications described in the invitation to bid.

In this contract, the words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of the Contract referred to in Section IV and V, respectively;

The following documents shall form, and be read and constructed as part of this Contract:

1. Section II - Bid form and Price Schedule
2. Section IV - General Conditions of Contract and Performance Security
3. Section V - Special Conditions of Contract
4. Section VI - Schedule of Requirements
5. Section VII - Technical Specifications

6. Annex F - Notice of Award, and
7. Annex G - Performance Security

I. DURATION

The **TOYOTA PASONG TAMO** shall commence the performance of the contract not later than 45 days from receipt of the Notice to proceed (NTP). Any extension of time shall be with the prior written approval of the **MARINA** and formal request therefore must be given at least one (1) week before the deadline of delivery.

II. CONTRACT PRICE

The total contract price is equivalent to a fixed lump-sum amount of **Seventeen Million Nine Hundred Sixty-One Thousand Seven Hundred Pesos (P 17,961,700.00)** inclusive of VAT, fees, and other, taxes and charges.

The **MARINA** reserves the right to withhold payment to the **TOYOTA PASONG TAMO** if it is not in accordance with the specifications in the Bidding Documents or if payment has been made, **MARINA** can recover from **TOYOTA PASONG TAMO** the amount paid/ advanced to it considering the payment redounded to the benefit of **TOYOTA PASONG TAMO**.

III. WARRANTY

The **MARINA** shall be provided a warranty, in order to assure that manufacturing defects shall be corrected by the **TOYOTA PASONG TAMO**, for a minimum of 100,000 kms or three (3) years whichever comes first. Any and all warranties provided in the sales brochure shall form part an integral part of this contract.

IV. BREACH OF CONTRACT/ LIQUIDATED DAMAGES

In case the **TOYOTA PASONG TAMO** fails to satisfactorily deliver the services, equipment, and materials under this contract within the specified delivery date, inclusive of duly granted time extension, it shall be liable for liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the delayed services, equipment, and material under this contract scheduled for delivery, for every day of delay until the same are finally delivered and accepted by the **MARINA**.

The **MARINA** need not prove that it has incurred actual damage to be entitled to damages. Such amount shall be deducted from any money due or which may become due the **TOYOTA PASONG TAMO** or collected from any securities or warranties posted by the latter whichever is convenient to the **MARINA**.

In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **MARINA**, as procuring entity, shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages.

V. RESOLUTION OF DISPUTES

Any dispute arising between the parties with respect to this Contract, the venue of action or suit shall be the proper courts in the City of Manila.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 DEC 2022 day of _____ at Makati, Philippines.

TOYOTA PASONG TAMO

MARITIME INDUSTRY AUTHORITY

By:

By:


ARIEL M. MERCADERO
Marketing Professional


Atty. HERNANI N. FABIA
Administrator

WITNESSES:


MICHAEL R. RIVERA
marketing Professional


NENITA S. ATIENZA
Director II, Management Financial and Administrative Service (MFAS)

ACKNOWLEDGMENT

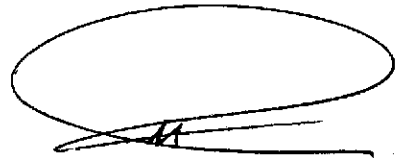
REPUBLIC OF THE PHILIPPINES)
MAKATI CITY

1 Ss

BEFORE ME, a Notary Public for and in MAKATI CITY,
this 29 DEC 2022, personally appeared _____
with his _____ No. _____

_____ at _____
me to be the same person who executed the foregoing instrument and acknowledged
me that the same is his free act and voluntary deed.

WITNESS MY HAND AND SEAL



ATTY. RENE MA. M. VILLA

Notary Public of Makati City

Commission No. M-194

Until December 31, 2022

PTR No. 8853654; 01-03-2022; Makati

IBP Lifetime Member No. 013595; I.C.

Roll No. 37226

MCLE Compliance No. VI-0017640; 02-11-2019

Ground Floor, Makati Terraces Condominium

3650 Davila St., Brgy. Tejeros, Makati City 1204

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