

Contract Agreement
PNPC-PB-GSM-12-021-20-PMC

THIS AGREEMENT made this 08 FEB 2021 between **Philippine Navy, Armed Forces of the Philippines** (hereinafter called "the entity") of the one part and **PHILIPPINE CHEMSTEEL INDUSTRIES, INC.** at 2309 Antel Global Corporate Center, Julia Vargas Avenue, Pasig City (Hereinafter called "the Supplier") of the other part

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., for the **Supply and Delivery of Parts for KM Trucks Lot 2 - Supply and Delivery of Parts for KM Trucks (Tires and Battery) within One Hundred Twenty (120) Calendar Days from Receipt of the Supplier of the Notice To Proceed** under Project Nr: GMRS-PNBAC2-2020-05 and has accepted a Bid by the Supplier for the supply of those Supplies and Materials in the sum of **Fifteen Million Eight Hundred Forty Thousand Pesos (Php 15,840,000.00)** only. (hereafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

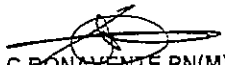
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) Condition of Contract
- (b) Drawings/Plans; if applicable
- (c) Specifications; if applicable
- (d) Invitation to Apply for Eligibility and to Bid;
- (e) Bidding Documents
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Credit line issued by a licensed bank, if any;
- (k) Notice of Award of Contract and the Bidder's conforme thereto;
- (l) Other contract documents that may be required by existing laws and/or the Entity.

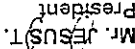
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.


4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.


Funds Available:


COL JOEL C BONAVENTE PN(M)(GSC)
AC of S for Logistics, PMC


LTC ERIC G ALVERA JAGS PN
Legal Officer, PNPC


Mr. JESUS T. CRUZ
President


MS. GEE MARIE GALANG, CPA
Field Accountant, PMC


MAJ GEN ARIEL R CULITAN PN(M)
Commandant, Philippine Marine Corps

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by
(for the Entity)
Signed, sealed, delivered by
(for the Supplier).

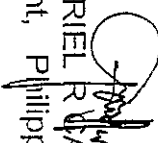
PHILIPPINE NAVY PROCUREMENT CENTER
PHILIPPINE CHEMSTEEL INDUSTRIES, INC.

For the:


PHILIPPINE CHEMSTEEL INDUSTRIES, INC.

PHILIPPINE NAVY
ARMED FORCES OF
THE PHILIPPINES

By:



MAJ GEN ARIEL R. FACULITAN PN(M)
Commandant, Philippine Marine Corps

By:


Mr. JESUS T. CRUZ
President

Signed in the presence of:


LTC ERIC S. VALCERA JAGS PN
Legal Officer PNPC


COL JOEL C. BONAVENTE PN(M)(GSC)
AC of S for Logistics, PMC

Funds Available:


Ms. GEE MARIE G. GALANG, CPA
Field Accountant, PMC

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