

## CONTRACT AGREEMENT

**THIS AGREEMENT**, made this 28<sup>th</sup> day of May 2024, between **CITY GOVERNMENT OF TUGUEGARAO** with office address at **City Hall, Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan** (hereinafter called the "Entity") and **TOYOTA TUGUEGARAO CITY** with office address at **Enrile Boulevard, Caggay, Tuguegarao City, Cagayan, Region II, Philippines** (hereinafter called the "Contractor").



**WHEREAS**, the Entity is desirous that the Contractor execute **Supply and Delivery of Brand New Passenger Van for the use of the Office of the City Vice Mayor, Tuguegarao City under PB-G-2024-014** (hereinafter called "the Works") and the Entity has accepted the Bid **One Million Eight Hundred Eighteen Thousand Nine Hundred Fifty Pesos (₱ 1,818,950.00)** by the Contractor for the execution and completion of such Works 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 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 part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Production/Delivery Schedule;
    - ii. Manpower Requirement;
    - iii. After Sales/Parts;
    - iv. Price Schedule;
    - v. General and Special Conditions of Contract;
    - vi. Supplemental or Bid Bulletins, if any;
  - b. 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;
  - c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto; and
  - e. 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 **One Million Eight Hundred Eighteen Thousand Nine Hundred Fifty Pesos (₱ 1,818,950.00)** or such other sums as may be ascertained, and **TOYOTA TUGUEGARAO CITY** agrees to **Supply and Delivery of Brand New Passenger Van for the use of the Office of the City Vice Mayor, Tuguegarao City under PB-G-2024-014** in accordance with his/her/its Bid.
4. The **CITY GOVERNMENT OF TUGUEGARAO** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. Delivery of Goods under this Agreement shall begin one (1) day after receipt of the Notice to Proceed and shall be completed by Fifteen (15) Calendar Days. Upon delivery of goods, supplier shall notify the City Government of Tuguegarao that the Goods are ready for final inspection and acceptance and the City Government of Tuguegarao shall make the final payment and acceptance.

**IN WITNESS WHEREOF** the parties thereto 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 and sealed, delivered by **HON. MAILA ROSARIO S. TING-QUE.**


  
**HON. MAILA ROSARIO S. TING-QUE**  
*City Mayor*  
  
**CITY GOVERNMENT OF TUGUEGARAO**

  
**ROXANNE L. CORPUZ**  
*Authorized Representative*  
*for:*  
**TOYOTA TUGUEGARAO CITY**

**ACKNOWLEDGMENT**

**SUBSCRIBED AND SWORN TO** before me, a notary public for and in the City/Municipality of \_\_\_\_\_, this MAY 28 2024 day of 2024. This affiant, whom I identified through the above-indicated competent evidence of identity, personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of the said instrument.

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**ATTY. ADOLF KISSENGER P. BACULI**  
Notary Public  
Until December 31, 2025  
PBI No. 6661  
Notarial Commission No. RTC TUG-2020-60  
IBP LIFETIME NO. 015082/6-6-2016  
PTR No. 13361627/08 January 2024  
MCLE Compliance No. VII-0018173