

## CONTRACT AGREEMENT

*Supply and Delivery of One Brand New Service Vehicle to the National Economic and Development Authority Regional Office IV-A*

---

THIS AGREEMENT, made the \_\_\_\_ day of 26 JAN 2022 2022 between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY, REGIONAL OFFICE IV-A**, a government agency duly organized and existing under and by virtue of laws of the Republic of the Philippines with office address at Barangay Milagrosa, Calamba City, Laguna, duly represented herein by **REGIONAL DIRECTOR LUIS G. BANUA**, herein referred to as the “**Procuring Entity**”;

- and -

**TOYOTA SAN PABLO LAGUNA, INC.**, a corporation duly organized and existing under and by virtue of laws of the Republic of the Philippines with office address at Unit 12, Building A. Cargo Village Complex, Ninoy Aquino Ave., Paranaque City, duly represented herein by **MR. JAYSON TORRES HERRERA** herein referred to as the “**Supplier**”;

**WHEREAS**, upon the invitation of the **Procuring Entity**, the **Supplier** submitted a bid for the *Supply and Delivery of One Brand New Service Vehicle for the NEDA Region IV-A* for **Two Million Four Hundred Thousand Pesos Only (PHP2,400,000.00)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs (herein referred to as the “**Contract Price**”);

**WHEREAS**, the **Procuring Entity** accepted the bid of the **Supplier** through NEDA IV-A Bids and Award Committee (NBAC) Resolution No. 6, series of 2021, which was approved by the Head of Procuring Entity on December 29, 2021;

**NOW, THEREFORE**, for and in consideration of the abovementioned premises, the **Procuring Entity** and the **Supplier** hereby agree as follows:

1. Words and expressions in this agreement shall have the same meaning 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) Bid Documents consisting of:
    - i. Invitation to Bid;
    - ii. Instructions to Bidders;
    - iii. Bid Data Sheet;

- iv. General Conditions of Contract;
- v. Special Conditions of Contract;
- vi. Schedule of Requirements;
- vii. Technical Specifications;
- viii. Checklist of Technical and Financial Documents.

- b) Supplier's Bid, including the Eligibility and Technical Requirements, Financial Proposals, and all other documents/statements contained in the Bidder's bidding envelopes;
- c) Performance Security;
- d) NBAC Resolution No. 6, series of 2021;
- e) Detailed Evaluation and Post-Qualification Evaluation Reports;
- f) Notice of Award (NOA) with the **Supplier's Conformance**;
- g) Notice to Proceed (NTP) with the **Supplier's Conformance**;
- h) Amendment to the Contract, if any; and
- i) Other contract documents that may be required by existing laws and/or the **Procuring Entity**.

**OBLIGATIONS OF THE SUPPLIER**

3. In consideration of the payment to be made by the **Procuring Entity** to the **Supplier**, the **Supplier** hereby covenants to:

- a) Supply and Deliver One Brand New Service Vehicle to the **Procuring Entity** within **thirty (30) calendar days** from receipt of the NTP with the following specifications:

<b>Specifications</b>
PASSENGER VAN-BRAND NEW Color: Silver Metallic Transmission: 6 speed Manual Seating capacity: At least 12 Engine Displacement: 2700 to 3000 cc Fuel Type: Diesel Safety features: Side door impact beams SRS Airbags: driver and passengers ABS (Anti-Lock Brake System): EBD Tires: 235/65R16C Air Conditioning System: Dual, Front Manual Control Inclusions: <ul style="list-style-type: none"> <li>• Three-year LTO registration</li> <li>• Three years warranty on parts and services</li> <li>• Standard Tools, Tint, Floor Matting, emergency warning devices (EWD)</li> <li>• Payment of CTPL and comprehensive insurance coverage with the GSIS for the first year</li> </ul>

4. If the **Supplier** fails to satisfactorily deliver the goods within the period specified in this Agreement inclusive of duly granted time extensions, if any, the **Procuring Entity**, without prejudice to its other remedies under this Agreement