

Contract Agreement

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this 25 day of September 2024 2024, by and between:

The **NATIONAL TELECOMMUNICATIONS COMMISSION, REGION IV-A**, with principal office at Diversion Road, Brgy. Bolbok, Batangas City, hereinafter referred to as the "**Entity**" of the one part, represented herein by its Regional Director, **ROLANDO DS. SAN LUIS**;

and

The **TOYOTA BATANGAS CITY INC.** with principal office at Diversion Rd., Brgy. Balagtas, Batangas City herein after referred to as the "**Supplier**" of the other part, represented herein by its Account Executive, **NEIL PANAGUITON**.

WHEREAS the **Entity** invited Bids for delivery of **ONE (1) UNIT BRAND NEW MULTI-PURPOSE VEHICLE (MPV) AND ONE (1) UNIT BRAND NEW VAN** and has accepted a Bid by the Supplier for the supply of the abovementioned goods in the sum of **Three Million Two Hundred Eighty Nine Thousand Six Hundred Forty Pesos Only (Php 3,289,640.00) "Contract Price"**.

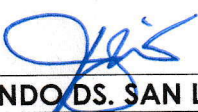



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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) the Supplier's Bid Form and Price Schedule, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.

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 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.

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

NATIONAL TELECOMMUNICATIONS COMMISSION, REGION IV-A	TOYOTA BATANGAS CITY INC.
	
ROLANDO DS. SAN LUIS	NEIL PANAGUITON
Regional Director	Marketing Professional
SIGNED IN THE PRESENCE OF:	
	
MARIA LUISA A. DITAN	DEXTER P. VILLANUEVA
Chief Administrative Officer	Vehicle Sales Manager

ACKNOWLEDGEMENT


Republic of the Philippines)
Batangas City) S.S.

BEFORE ME, a notary public for Batangas City, personally appeared the following:

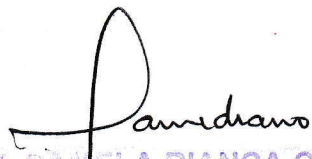
Name	Government Issued ID	Issued on	Issued at
ROLANDO DS. SAN LUIS	LTO Driver's License No. C07-90-080054	Sept. 8, 2022	LTO Bulacan
NEIL PANAGUITON	LTO Driver's License No. D01-13-002423	June 8, 2023	Batangas City


Known to me be the same persons who executed the foregoing documents and acknowledged that the same is their voluntary act and deed for the agencies/entities they represent.

This instrument, consisting of three (3) pages including this page on which the acknowledgement is written, has been signed on the left-hand margin of each and every page thereof by parties and their witnesses, and sealed with notarial seal.

 **WITNESS MY HAND AND SEAL** this 25, Sept 2024 in Batangas City, Philippines.

NOTARY PUBLIC


ATTY. PAMELA BIANCA C. MELENDRO
Notarial Commission No. 2024-254-N
Notary Public for and in Batangas City until 12/31/2025
Reg No. 70087, 06/02/2017
IBP No. 438320, 01/31/2024, Batangas City
PTR No. 4781248, 03/18/2024, Mandaluyong City
MCLE Exemption No. 141-BEP002491, 02/14/2023
No. 3775, Sitio Silangan, Brgy. Wawa, Palawan


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