

Contract Agreement

GLENDA B. CAMPANERO
TOYOTA PASONG TAMO, INC.

THIS AGREEMENT is made and entered into 22nd day of January 2024 between **PHILIPPINE COUNCIL FOR HEALTH RESEARCH AND DEVELOPMENT**, a government agency with principal office located at the DOST Compound, Bicutan, Taguig City, represented herein by its **Executive Director, DR. JAIME C. MONTOYA** (hereinafter called "**DOST-PCHRD**") of the one part and **TOYOTA PASONG TAMO, INC.**, a private corporation created and existing under the laws of the Philippines with office address located at 2292 Pasong Tamo Extension, Magallanes, Makati City, represented herein by its Authorized Representative, **MS. GLENDA B. CAMPANERO** (hereinafter called the "**Supplier**") of the other part:

WHEREAS the **DOST-PCHRD** invited Bids for certain goods and ancillary services, particularly **Procurement of Supply and Delivery of One (1) unit Passenger Van, 2.8L Diesel, A/T** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Four Hundred Thirty-One Thousand Eight Hundred Twenty Pesos (PhP 2,431,820.00)**, (hereinafter 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 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 integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - a. Schedule of Requirements;
 - b. Technical Specifications;
 - c. General and Special Conditions of Contract
 - d. Special Conditions of Contract; and
 - e. Supplemental or Bid Bulletins
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award; and the Bidder's conforme thereto; and
 - v. 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 **Two Million Four Hundred Thirty-One Thousand Eight Hundred Twenty Pesos (PhP 2,431,820.00)** or such other sums as may be ascertained, **TOYOTA PASONG TAMO, INC.**, agrees to supply and deliver said goods and services to the **DOST-PCHRD** in accordance with its Bid.

JAIME C. MONTOYA, MD, MSc, PhD, CESO II
DOST-PCHRD

4. The **Contract Price** includes all taxes and other fees, and shall be payable by the **DOST-PCHRD** to the **Supplier** as follows:
- (a) Payments will be made according to actual deliveries/provision of goods/services; and
 - (b) Terms of Payment: Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility; and
 - (c) Applicable government procedure for claiming payments under the contract will be followed.
5. The Parties warrant that they have full power and authority to represent their respective office/agency/entity;
6. In case of any dispute that may arise in connection with this agreement, the Parties shall exert best efforts towards an amicable settlement. Otherwise, any case arising from this contract shall be exclusively brought to the proper courts of Taguig City to the exclusion of all other venues;
7. In case of failure to make full delivery within the time specified, a penalty of one-tenth (1/10) of one percent of the contract price for every day of delay shall be imposed
8. In case any or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected; and
9. Delivery of the Goods is required by not later than One Hundred Twenty (120) calendar days upon receipt of the Notice to Proceed.
10. This Contract shall take effect upon approval by the Head of Procuring Entity (HOPE) or his duly authorized official.

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.

**PHILIPPINE COUNCIL FOR HEALTH
RESEARCH AND DEVELOPMENT**

By:


JAIME C. MONTOYA, MD, MSc, PhD, CESO II
Executive Director III

TOYOTA PASONG TAMO, INC.

By:


GLENDA B. CAMPANERO
Authorized Representative

SIGNED IN THE PRESENCE OF:


MICHELLE A. ATIENZA
Division Chief, FAD


JOCELYN B. OCAMPO
Group Sales Manager

CERTIFIED FUNDS AVAILABLE


JESSAMYN M. BUCLATIN
Accountant III

2024-01-0083

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF _____) S.S
MUNICIPALITY OF TAGUIG CITY)

BEFORE ME, a Notary Public for and in TAGUIG CITY City,
Philippines, this _____ day of FEB 01 2024, 2024, personally:

Name	Govt. Issued ID	Issued at/on and place of issue
JAIME C. MONTOYA	PCHRD ID # JCM-P05-12033	PCHRD, Taguig City
GLENDAB. CAMPANERO	<u>DL # A04-08-005931</u>	<u>TAGUIG CITY</u>

To me known to be the same persons who executed the foregoing instruments and acknowledge to me that the same is their free and voluntary act and deed and that of the corporation/entity that respectively represent.

The foregoing instrument refers to a Contract of Service for PCHRD consisting of three (3) pages including this page on which this acknowledgement is written, and the same signed by the parties hereof and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND NOTORIAL SEAL this FEB 01 2024 day of
_____, 2024 at the City of TAGUIG CITY.

Notary Public

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Series of 2024

RACHEL G. MAYA W. COPANUT-PANGWI
NOTARY PUBLIC UNTIL Dec. 31, 2025/TAGUIG CITY
Not. Com. Appt. No. 29 (2024-2025)
2/F, Pacura Bldg. 427 MLQ. St., Lower Bicutan, Taguig City
PTR No. A-6089421/1-3-2024, Taguig City
IBP O.R. No. 327805-12/13/2023, RSM
MCLE Comp. No. VII-0007104/11-22-2021
ROLL No. 61627

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