

## Contract Agreement Form

THIS AGREEMENT made this 02 AUG 2019 day of AUG 2019 between *City Government of Tabaco City*, Philippines (hereinafter called "the Entity") of the one part and *POWERTRAC INCORPORATED, 2015 C Apolonia St., Mapulang Lupa, Valenzuela City* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Supply & Delivery of One Unit Brand New Hydraulic Excavator, CENRO, Tabaco City under Contract ID No. 010-05-2019-GOODS* and has accepted the Bid of the Supplier for the supply of those goods and services in the sum of *Five Million Two Hundred Sixty-Four Thousand Seven Hundred Pesos (Php 5,264,700.00)* (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, 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 *One Unit Brand New Hydraulic Excavator* as described in the hereto attached Purchase Order within **ninety (90) calendar days from receipt of the Notice to Proceed**, delivered at **the City Government of Tabaco** 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.

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 CIELO KRISEL LAGMAN-LUISTRO the Local Chief Executive (for the Entity).

Signed, sealed, delivered by NOEMI RUTH P. CRUZ the Authorized Representative (for the Supplier).

Binding Signature of Procuring Entity: \_\_\_\_\_

Binding Signature of Supplier: \_\_\_\_\_

Witnesses:

SHERRY A. TRILLES  
City Budget Officer

LUIS B. MELGAR  
City Accountant

Republic of the Philippines  
Province of Albay)S.S.

**PASAY** City \_\_\_\_\_

**ACKNOWLEDGEMENT**

Before me, Notary Public for and in the Province **PASAY**, including the City of Tabaco, personally appeared **CIELO KRISSEL LAGMAN-LUISTRO** with **Driver's License No. X01-03-054919; Issued On April 03, 2017** in her capacity as City Mayor, City of Tabaco and **NOEMI RUTH P. CRUZ** with ID No. Pagpapt No. P3402131A issued on June 16, 2017 at DEF# Manila representing **Powertrac Incorporated**, to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me same and are true act and deed for in behalf of the PARTIES they represent.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this **07 AUG 2019**  
**MANILA** Philippines.

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Series of 2019

**ATTY. HENRY D. ADASA**  
*[Signature]*  
NOTARY PUBLIC CITY OF PASAY-MANILA  
UNTIL DECEMBER 31, 2019  
NOTARIAL COMMISSION 17-23  
PASADENIA ST. P.C.  
IBP NO. 022311 / 01/08/2019 PASIG  
PTR NO. 5826667 / 01/03/2019 P.C.  
MCLE COMPLIANCE NO. VI-0002830 - 4/14/2022  
ROLL OF ATTORNEYS NO. 29679  
① TIN: 172-528-620-000





PURCHASE ORDER

Tabaco City  
LGU

Supplier **POWERTRAC INCORPORATED**

Address 2015 C Apolonia St., Mapulang Lupa, Valenzuela City

P.O No.: 19-04-0534  
Date: 8/22/19

Mode of Procurement: BIDDING

Gentlemen:

PR No./s 19-04-0534

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: Tabaco City Hall, Tabaco City (CENRO)

Delivery Term: 90cd

Date of Delivery:

Payment Term: 3 weeks

Item No. Qty Unit

DESCRIPTION

Unit Cost

Amount

1 1 unit

Brand New Hydraulic Excavator (Lonking CDM6150)

5,264,700.00

5,264,700.00

Crawler Type

Engine Models : CUMMINS 4BTAA 3.9-C

Operating Weight: 14,000 kg

Bucket Capacity: standard 0.56 cu.m.

Engine:

Engine Power (KW/rpm) : at least 86/2200

Rated Torque : 424N.m/1600rpm

Displacement: 3.9 L

Hydraulic System:

Main Pump : Axial Variable Piston Pump

Max. Flow of System: 120 x 2 L/min

Max. Pressure of implements : 34.3 Mpa

Max. Pilot Pressure : 3.9L

Swing Motor: Piston type (with safety valve and closed type brake)

Swing Speed: 11.9 rpm

Travel Motor: Piston type (with safety valve and closed type brake)

Travel Speed: 3.34/5.6km/h

Gradeability: 35 deg (70%)

Max. Traction: 113KN

Max. Arm Digging Force: 75KN

Max. Bucket Digging Force: 116KN

Fluid Capacity:

Fuel Tank: 270L

Hydraulic Oil Tank: 159L

Standard track shoes width: 500 mm

Electrical System:

System Voltage: 24V

Battery Capacity: 12V.120Ahx2

Body: Air Conditioned

With installed vinyl sticker of LGU Logo and name on 4 side, "CENRO Tabaco City"

Warranty: at least 3000 hours or 2 years warranty service and parts

whichever comes first

After Sales Service:

1. Supply, Delivery, Testing Commissioning and Positioning of the equipment onsite with free training and orientation for the operation and maintenance

2. With complete Tools and Accessories

Total

5,264,700.00

Five Million Two Hundred Sixty-Four Thousand Seven Hundred Pesos Only

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed

CONFORME:

Very Truly yours,

NOEMI RUTH P. CRUZ

CIELO KRISEL LAGMAN-LUISTRO

(Signature over printed name)

City Mayor

(Date)

8/22/19

