

Contract Agreement Form

THIS AGREEMENT made the MAY 27 2019 day of 2019 between *City Government of Tabaco City, Philippines* (hereinafter called "the Entity") of the one part and *NISSAN COMMONWEALTH, INC., #41 Commonwealth Ave., Brgy. Holy Spirit, Quezon City* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Supply & Delivery of Brand New Ambulance / Service Vehicle, CDRRMO, Tabaco City under Contract ID No. 008-03-2019-GOODS* and has accepted the Bid of the Supplier for the supply of those goods and services in the sum of *One Million Seven Hundred Seventy-Seven Thousand Pesos (Php 1,777,000.00)* (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 the *Supply & Delivery of Brand New Ambulance / Service Vehicle, CDRRMO, Tabaco City* as described in the hereto attached Purchase Order within **sixty (60) 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.

For and In-behalf of:

THE SUPPLIER

Signed, Sealed and Delivered
by:


HUBERT L. YAP
Authorized Representative
Nissan Commonwealth, Inc.

THE ENTITY

Signed, Sealed and Delivered
by:


NESTOR F. SAN PABLO
Acting City Mayor

In the Presence of:


SHERRY A. TRILLES
City Budget Officer


LUIS B. MELGAR
City Accountant


Republic of the Philippines
Province of Albay)S.S.
Mun/City _____

ACKNOWLEDGEMENT

Before me, Notary Public for and in the Province of Albay including the City of Tabaco, personally appeared **NESTOR T. SAN PABLO** with ID No. _____ issued on _____ at _____ in his capacity as Acting City Mayor, City of Tabaco and **HUBERT L. YAP** with ID No. _____ issued on _____ at _____ representing **Nissan Commonwealth, Inc.**, 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.

MAY 27 2019

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this _____ day of _____ Philippines.

ATTY. JOSE PEDRO CRISOLOGO
NOTARY PUBLIC

Commission No. 19,008 Expires Dec. 31, 2019
PTR No. 75/Manila, Jan. 28, 2019 / Q.C.
MCLE Compliance No. Y-0009972
BFP Lifetime No. LRN-03688/ Q.C.
Attorney Roll No. 49482
Tin No. 111-979-403
Add: No. 31 Commonwealth Ave. Q.C.

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Book No. 411
Series of 2019



PURCHASE ORDER

Tabaco City
LGU

Supplier **NISSAN COMMONWEALTH, INC.**

Address **#41 Commonwealth Ave., Brgy. Holy Spirit, Quezon City**

P.O No.: **19-05-0408**

Date: **5/27/14**

Mode of Procurement: **BIDDING**

Gentlemen:

PR No./s

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

Place of Delivery: **Tabaco City Hall, Tabaco City (CDRRMO)**

Delivery Term: **60cd**

Date of Delivery:

Payment Term: **3 weeks**

Item No.	Qty	Unit	DESCRIPTION	Unit Cost	Amount
1	1	unit	Brand New Ambulance / Service Vehicle (NISSAN) Technical Specifications: Engine Type: YD25 DDTI 4-Cyl. In-Line, DOHC, 16valve (VGS) Overall Length: 5080 mm; Height: 2285 mm; Width: 1695 mm Minimum Road Clearance: 190 mm Maximum Power: 129 Ps/3200 rpm Maximum Torque: 356 Nm/2000rpm Fuel Tank Capacity: 65L Fuel System: Common Rail Direct Injection Installed Basic LED top light w/siren & PA system – TBD4126, Red/Blue Installed fully collapsible stretcher w/ locking mechanism 1 unit Oxygen tank w/ content 20 lbs. and oxygen tank holder 1 First Aid Kit and 1 unit Stethoscope 1 unit Oxygen Tank regulator 1 Ambubag, combination adult and pedia 1 Installed fire extinguisher 2 Installed Florescent lamp 1 Installed L.V. Hook w/ strap Installed vinyl sticker (4 side "Emergency Transport Vehicle" name) Installed 1 lot marine plywood, 3/4" thick, matting checkered aluminum plate Installed stainless grab/hold bar at the ceiling & right side, 3/4" dia. Installed stainless ramp approach with spine board cabinet 3 single seat with safely belt 1 Divider Glass (fiber glass, 1/2 inch thick) 1 Spine board with spider strap 1 Collapsible stretcher With Dash Camera (Front & Rear); with AM/FM Radio With installed 1 set mobile radio (commercial type) including permits and With Exhaust Fan Installed centralized lock system Installed medicine cabinet on the whole left of the cab Including LTO Registration for 3 years Warranty: 3-years warranty or 100,000kms which comes first	1,777,000.00	1,777,000.00
Total					1,777,000.00

One Million Seven Hundred Seventy-Seven Thousand Pesos

RECEIVED BY: *[Signature]*
 DATE RECEIVED: **5/20/14**
 OFFICE OF THE CITY AUDITOR
 CITY OF TABACO

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,

[Signature]
HUBERT L. YAP

(Signature over printed name)

[Signature]
NESTOR T. SAN PABLO

(Signature over printed name)
Acting City Mayor

(Date)