

CONTRACT AGREEMENT

For the Purchase of Six (6) Brand New Motor Vehicles for the NEDA Central Office Consisting of Three (3) Mini Buses, Two (2) Passenger Vans, and One (1) Car (4-Door Sedan)

THIS AGREEMENT, made this _____ day of 9 MAY 2019, 2019 by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 12 St. Josemaria Escriva Drive, Ortigas Center, Pasig City, duly represented herein by **UNDERSECRETARY JOSE MIGUEL R. DE LA ROSA**, hereinafter referred to as the "**Procuring Entity**";

- and -

TOYOTA QUEZON AVENUE, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 728 Quezon Avenue, Quezon City, duly represented herein by **MS. MARICAR C. FRANCISCO**, hereinafter referred to as the "**Supplier**";

WHEREAS, upon the invitation of the **Procuring Entity**, the **Supplier** submitted a bid for the 2nd Public Bidding For the Purchase of Six (6) Brand New Motor Vehicles for the NEDA Central Office Consisting of Three (3) Mini Buses, Two (2) Passenger Vans, and One (1) Car (4-Door Sedan) in the amount of **Fifteen Million Four Hundred Forty-Nine Thousand Nine Hundred Forty Pesos and 00/100 only (P15,449,940.00)**, inclusive of all applicable government taxes and charges (hereinafter referred to as the "**Contract Price**")

WHEREAS, the **Procuring Entity** accepted the bid of the **Supplier** through NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) Resolution No. 02 (2019), which was approved by the Head of the Procuring Entity on 08 January 2019;

NOW THEREFORE, for and in consideration of the abovementioned premises, the **Procuring Entity** and the **Supplier** hereby agree 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 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 and Special Conditions of the Contract;
 - v. Schedule of Requirements and Technical Specifications; and
 - vi. Terms of Reference (TOR);
 - (b) Supplier's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Bidder's bidding envelopes, as annexes;

- (c) Bid Bulletin Nos. 01, and 02 issued on 12 & 16 November 2018, respectively;
- (d) Performance Security ;
- (e) NBAC-GIP Resolution No. 02 (2019);
- (f) Abstract of Bids;
- (g) Detailed Evaluation and Post-Qualification Evaluation Report;
- (h) Notice of Award with the Supplier's *Conforme* thereto;
- (i) Notice to Proceed (NTP);
- (j) Amendment to the Contract, if any;
- (k) Other contract documents that may be required by existing laws and/or the Procuring Entity.

OBLIGATIONS OF THE SUPPLIER

3. In consideration of the payments to be made by the **Procuring Entity** to the **Supplier**, the **Supplier** hereby covenants to supply and deliver said goods and services to the **Procuring Entity** at NEDA-sa-Pasig, No. 12 St. Jose Maria Escriva Drive, Ortigas Center, Pasig City within the following schedule:
 - a. Mini Buses - 180 calendar days from receipt of the NTP;
 - b. Passenger Van and 4-dr Sedan/Car - 60 calendar days from receipt of the NTP.
4. The **Supplier** shall:
 - a) Assist NEDA in securing the Third Party Liability (TPL) and comprehensive insurance coverage with the GSIS within thirty (30) calendar days from formal receipt of the delivered vehicles to NEDA;
 - b) Shoulder the payment of TPL and comprehensive insurance coverage with the GSIS for the first year;
 - c) Register the vehicles with the Land Transportation Office (LTO) within thirty (30) calendar days from receipt of GSIS TPL insurance policy; and
 - d) Ensure the extension of validity of conduction stickers in case of delay in the release of LTO registration documents/plates to enable NEDA to use the vehicle.
5. Upon acceptance by the **Procuring Entity** of the delivered goods, the **Supplier** shall post a warranty security, which shall be covered by a special bank guarantee equivalent to one percent (1 %) of the total Contract Price.
6. If the **Supplier** fails to deliver any or all of the goods and/or services within the period(s) specified in this Agreement, the **Procuring Entity** shall, without prejudice to its other remedies under this Agreement and under the applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the undelivered goods for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the Procuring Entity may rescind or terminate the Agreement, without prejudice to other courses of action and remedies available under the circumstances.

OBLIGATIONS OF THE PROCURING ENTITY

7. The **Procuring Entity** hereby covenants to a one-time payment to the **Supplier** after completion of delivery and upon acceptance of NEDA, subject to the submission of complete documentary requirements.

AMENDMENT

8. Any amendment to this Agreement shall be made in writing and signed by the **Procuring Entity** and the **Supplier**.

ALTERNATIVE DISPUTE RESOLUTION

9. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.


VENUE IN CASE OF SUIT

10. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first before written.

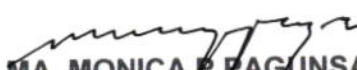
**NATIONAL ECONOMIC AND
DEVELOPMENT AUTHORITY**


TOYOTA QUEZON AVENUE, INC.


JOSE MIGUEL R. DE LA ROSA
Undersecretary
Central Support Office


MARICAR C. FRANCISCO
Authorized Representative

SIGNED IN THE PRESENCE OF:


MA. MONICA P. PAGUNSAN
Director IV
Administrative Staff
#12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City


CHERRYBIE W. NOVAL
Marketing Professional
24 F. Carlo St. Baisa,
Quezon City

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in **QUEZON CITY** this **MAY 29 2019**, personally appeared the following with their respective proofs of identity indicated beside their names:

NAME	PROOF OF IDENTITY
Jose Miguel R. De La Rosa	Official Passport # S0012632A
Maricar C. Francisco	SSS ID # 06-1988799-9

known to me to be the same persons who executed the foregoing Agreement consisting of four (4) pages, including this Acknowledgment, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the entities which they respectively represent.

WITNESS MY HAND AND SEAL, on the day, year and place above written.

Doc. No. 82 ;
Page No. 17 ;
Book No. IV ;
Series of 2019.

ATTY. RUBEN M. AZAÑES JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
ADM. MATTER NO. NP-053 (2019-2020)
PTR NO. 7324188/01-04-2019/Q.C.
IBP NO. A R4932207611/01-07-2019/Q.C.
ROLL NO. 46427
MCLE Compliance No. V-0024616
TIN:140-394-836-000
Office Address: Agora, Camp Crame, Quezon City

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