

Contract Agreement

(SPLIT-REF-056-SPD22-01A-Lot1)

THIS AGREEMENT made the day of JUN 30 2023, 2023.

BETWEEN

- (1) the Department of Agrarian Reform, an agency of the Government of the Republic of the Philippines and having its principal place of business at Elliptical Road, Diliman, Quezon City (hereinafter called "the Purchaser"), of the one part,

and
- (2) CT Citimotors, Inc., a corporation incorporated under the laws of the Republic of the Philippines and having its principal place of business at Pasong Tamo corner Don Bosco St., Makati City (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., supply and delivery of 157 units double-cabin pick up vehicles for the SPLIT Project, Lot 1-76 units for Luzon DAR Regional Offices and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *Philippine Pesos One Hundred Twenty Nine Million Three Hundred Eighty Two Thousand Four Hundred Only (PhP 129,382,400.00)* (hereinafter called the "Contract Price").

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda No.1 (Amendments and Clarifications)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) Performance Security
 - (i) any other document listed in GCC as forming part of the Contract

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3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser 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 times 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, month and year indicated above.

For and on behalf of the Purchaser

Secretary **CONRADO M. ESTRELLA III**
Head of the Procuring Entity

For and on behalf of the Supplier

RODRIGO G. ALMENDRAL
AVP-General Sales Manager

Department of Agrarian Reform
Office of the Secretary



A23-083002319

OSEC-CME-CONTRACT A.

WITNESSES:

B. Balgos

Certified Funds Available:

ONOFRE V. VALDEZ
OIC-Chief Accountant

CO 06-102163-2023-06-0004

₱129,382,400 - FAP
BUDGET OFFICER
OBLIGATED

ALBOS No: 04 DATE 6-30-2023

R/P/LA OBJECT 50604060 01

UNIT 102163 NAME OF PROJECT PROJ-SPLIT LP
149 CONT. APPROP.
CAP. OUTLAY

- PCC
- FIELD TESTING - 13,619,200-
- SCALING UP - 108,953,600-
- PMMRS
- PM - 6,809,600-

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

JUL 27 2023

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of May 2023 personally appeared:

Name

Competent Evidence of Identity

CONRADO M. ESTRELLA III

RODRIGO G. ALMENDRAL

DL # n02-87-058014

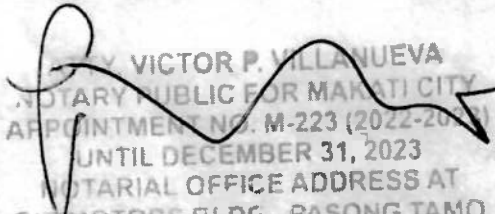
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.


The foregoing instrument is a CONTRACT AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date place first above written.

NOTARY PUBLIC
Until December 31, 2023

Doc. No. 45
Page No. 9
Book No. CXC
Series of 2023


VICTOR P. VILLANUEVA
NOTARY PUBLIC FOR MAKATI CITY
APPOINTMENT NO. M-223 (2022-2023)
UNTIL DECEMBER 31, 2023
NOTARIAL OFFICE ADDRESS AT
CITIMOTORS BLDG., PASONG TAMO
CORNER DON BUSCO STS., MAKATI CITY
PTR NO. 4054977/Q.C./01-06-2023
IBP NO. 273057/Q.C./01-06-2023
ATTORNEY'S ROLL NO. 26410
MCLE Compliance VII-0021840/06-21-22


B. Balgón