

CONTRACT AGREEMENT
(CA No. 2019-32)

KNOWN ALL MEN BY THESE PRESENT:

This Contract is executed and entered into for all intents and in all respects at Quezon City, Philippines on this _____ day JAN 06 2020, 2019, by and between:

THE OFFICE OF THE OMBUDSMAN, with principal office address at Ombudsman Building, Agham Road, Diliman, Quezon City, represented by **HON. EDILBERTO G. SANDOVAL**, Acting Overall Deputy Ombudsman, Ombudsman, hereinafter referred to as "the ENTITY":

- AND -

TOYOTA QUEZON AVENUE, INC. with business addresses at 728 Quezon Avenue, Quezon City, represented by **MR. MIGUEL FRANCISCO B. FRANCO**, Authorized Representative, hereinafter referred to as "the SUPPLIER".

WITNESSETH

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Brand New Motor Vehicles (AUV & Pick-Up) Requirement of the Office of the Ombudsman (QN-2019-0117-OCT)**, through Negotiated Procurement under Section 53.1 of RA 9184 and its IRR, and has accepted a bid by the Supplier for the supply of those goods and services with a total amount of One Million Four Hundred Seventy-Nine Thousand Pesos (**₱1,479,000.00**) for Lot 1 and One Million Two Hundred Ninety Thousand Pesos (**₱1,290,000.00**) for Lot 2 (hereinafter called "the Contract Price"), to wit:

	Quantity	Item Description	Total Amount in Figures	Total Amount in Words
Lot 1	One (1) unit	BRAND NEW PICK-UP	₱1,479,000.00	One Million Four Hundred Seventy-Nine Thousand Pesos
Lot 2	One (1) unit	BRAND NEW ASIAN UTILITY VEHICLE (AUV)	₱1,290,000.00	One Million Two Hundred Ninety Thousand Pesos


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

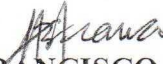
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Financial Proposals (Annex "A");
 - (b) the Technical Proposals and Omnibus Sworn Statement with Secretary's Certificate (Annex "B" and "B-1");
 - (c) the Entity's Notice of Award (Annex "C"); and
 - (d) the Supplier's Performance Bond (Annex "D").
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 goods and services 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.

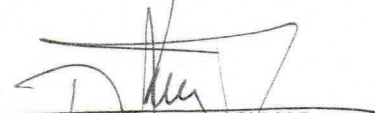
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

OFFICE OF THE OMBUDSMAN


TOYOTA QUEZON AVENUE, INC.


EDILBERTO G. SANDOVAL
Acting Overall Deputy Ombudsman


MIGUEL FRANCISCO B. FRANCO
Authorized Representative


ANTONIO F. FELICIANO
Supervising Administrative Officer
General Services Division
(Witness-Ombudsman)
Signature over printed name

WITNESSES:


DOREWA JEAN R. MEGAM
(Witness-Supplier)
Signature over printed name

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.
QUEZON CITY

BEFORE ME, a Notary Public in and for the above jurisdiction on this _____ day of JAN 06 2020, personally appeared **Edilberto G. Sandoval** with _____ No. _____, issued on _____, at Quezón City and **Miguel Francisco B. Franco**, with _____ No. _____ issued on _____ at _____, known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged before as their free and voluntary act and deed.

This Contract Agreement, which consists of three (3) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and at the place first above-written.

Notary Public

Doc. No. 406 ;
Page No. 82 ;
Book No. 174 ;
Series of 2020.

ATTY. JASMIN DE BELEN
Rol. No. 30259
Adm. No. NP-319 (Notary Public (2020-2021))
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBFAR No. 13154888; QC 1-2-2020
PTR No. 7323530; QC 1-2-2020
MCLE VI-0022012; 4-14-22