

## Contract Agreement

Contract Agreement (“Agreement”) made and entered into on MAR 2 5 2022 at MAKATI CITY, between:

**APO Production Unit, Inc. (“APO”)**, a Philippine government instrumentality with corporate power/government corporate entity by virtue of Republic Act (RA) No. 10149 that is attached to the Presidential Communications Operations Office (“PCOO”), with principal place of business at 2<sup>nd</sup> floor, PIA Building, Visayas Avenue, Brgy. Vasra, Diliman, Quezon City, duly represented by its *Chairman and President*, **Mr. Michael J. Dalumpines**;

-and-

**Toyota Pasong Tamo, Inc. (“Supplier”)**, a corporation existing and duly organized under and by virtue of the laws of the Republic of the Philippines with business office address at 2292 Pasong Tamo Extension, Makati City herein represented by its Authorized Representative, **Mr. Michael Rivera**;

(each, a “Party” and collectively, the “Parties”)

WHEREAS, APO invited Bids for the *Supply and Delivery of One (1) Unit Multi-Purpose Vehicle (PB-05-22)* has accepted a Bid by the Supplier in the sum of *One Million Three Hundred Seventy-One Thousand Two Hundred Pesos (PhP1,371,200.00)* (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 and Bid Bulletin;
  - (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 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.

Signed, sealed, delivered by



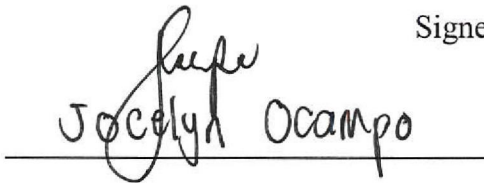
**MR. MICHAEL J. DALUMPINES**  
*Chairman and President*  
**APO PRODUCTION UNIT, INC.** (for the Procuring Entity)

Signed, sealed, delivered by

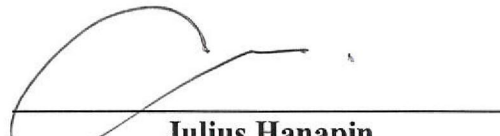


**MR. MICHAEL RIVERA**  
*Authorized Representative*  
**TOYOTA PASONG TAMO INC.** (for the Supplier)

Signed in the presence of:



Jocelyn Ocampo



**Julius Hanapin**  
*End-User Representative*

