

Contract Agreement

THIS AGREEMENT made the 12th day of October 2012 between Laguna Lake Development Authority (LLDA), government-owned and controlled corporation with office address at Sugar Regulatory Administration Building, North Avenue, Diliman, Quezon City, Philippines (hereinafter called "the Entity") of the one part and Union Motor Corporation with office address at 1760 Dra. Paz Gunzon St., Paco, Manila, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **supply and delivery of two (2) units Brand New Asian Utility Vehicle (AUV)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION FIVE HUNDRED THOUSAND PESOS (P1,500,000.00)** (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 Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification 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 **J.R. NEREUS O. ACOSTA, Ph.D.** the General Manager (for the Entity)

Signed, sealed, delivered by **MS. SHERRY N. NOVIDO** the Sales Manager (for the Supplier).

Binding Signature of **PROCURING ENTITY**

Binding Signature of **SUPPLIER**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

~~QUEZON CITY~~

BEFORE ME, A Notary Public for and in the above jurisdiction, personally appeared the following:

NAME

CTC NO.

DATE/PLACE ISSUED

J.R. NEREUS ACOSTA, Ph.D

00012668

January 17, 2012/Quezon City

MS. SHERRY N. NOVIDO

33-36326 AF-V

both known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own freewill and voluntary act and deed. This instrument consists of two (2) pages including this page wherein this acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this ___ day of OCT 16 2012 at

~~QUEZON CITY~~

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PAGE NO. 2
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SERIES OF W12

Tomas F. Dulay Jr.
ATTY. TOMAS F. DULAY JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
ADM MATTER NO. 110-051 (2012-2013)
ROLL NO. 10582 / 03-12-1961
REP. NO. 82733 / CY 2012 / R.C.
PTR. NO. 803133 / 01-02-12 / R.C.
NO. 32 LEGASPI ST. PROJECT 4, R.C.
NCLE EXEMPTED