

Mindoro State College of Agriculture and Technology

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CA 2014-05

Contract Agreement

THIS AGREEMENT made this 4th day of November 2014 between MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY (MINSCAT) - MAIN CAMPUS, a public institution of higher learning, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Alcate, Victoria, Oriental Mindoro, represented by its College President, DR. JESSE T. ZAMORA hereinafter called the "Entity" of the one part and TOYOTA BATANGAS CITY, INC., duly organized and existing under the laws of the Republic of the Philippines with office address at Diversion Road, Barangay Balagtas, Batangas City, represented by its General Manager, MR. HENRY D. PABLO, hereinafter called the "Supplier" of the other part;

WHEREAS, the Entity invited Bids for the **RE-BIDDING OF THE SUPPLY AND DELIVERY OF ONE (1) UNIT VAN-TYPE MOTOR VEHICLE** and has accepted a Bid by the Supplier for the supply of the good in the sum of **ONE MILLION SIX HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED (Php 1,647,200.00) PESOS** 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.

Party of the One Part By: JESSE T. ZAMORA, Ed.D. SUC President II ENGR. ARVIN P. TOLENTI Director for Auxiliary Service	Witn NO	Party of the Of By: HENRY D. F General Man	PABLO
Republic of the Philippines) PROVINCE OF			
TV/ UVID	NO.	DATE	FLACE OF ISSUE
Jesse T. Zamora, Ed.D.	MMC-41	8-02-2007	Victoria, Or. Mindoro
Henry D. Pablo	7/N /3	7-244-457	
Vicente G. Hernandez	MCC-0013	01-02-2013	Calapan City
Engr. Arvin P. Tolentino	0048520	04-27-1987	Manila
Known to me to be the person(s) who executed the foregoing instrument and acknowledgement that the same is his/her free and voluntary act and deed. This instrument consisting of two (2) pages, and are signed by the parties and their witnesses. In witness whereof, I have set and affix my seal on the date and place at above stated.			
Doc No. Page No. Book No. Series of		PTR No. 212 IBP No. 944 ROLL No. 43	CO B. MANALO II OTARY PUBLIC DECEMBER 31.2015 1859 1.2.14 BATS. CITY 1738 1.9.14 BATS. CITY 030 SERIAL NO. 2014-29 BLDG. C. THOMAST. EATS. CITY