

## Contract Agreement

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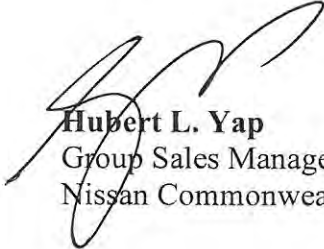
THIS AGREEMENT made the 29<sup>th</sup> day of **December 2017** between **Government Procurement Policy Board – Technical Support Office (GPPB-TSO)** of the Philippines (hereinafter called “the Entity”) of the one part and **Nissan Commonwealth, Inc. of Quezon City** (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Two (2) Units of Passenger Van** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Eight Hundred Forty Nine Thousand Eight Hundred Sixty Pesos (PhP 2,849,860.00)** (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;
  - (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.

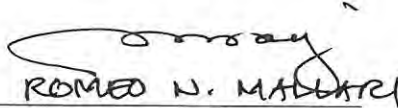


**Hubert L. Yap**  
Group Sales Manager  
Nissan Commonwealth, Inc.

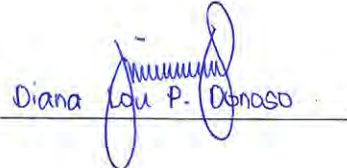


**Atty. Dennis S. Santiago**  
Executive Director V  
Government Procurement Policy  
Board-Technical Support Office

Witnesses:



**ROMEO N. MALABARA**



**Diana Lou P. Donoso**

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY) S.S.

BEFORE ME a Notary Public, this DEC 29 2017 of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, Philippines, personally appeared the following:


Name	ID Presented	Date/Place of Issue
ATTY. DENNIS S. SANTIAGO	Office I.D.	June 2016, Pasig City
MR. HUBERT L. YAP	Passport	May 2014, DFA

known to me and were identified by me through competent evidence of identity as defined by the 2004 Rules of Notarial Practice and identified by me to be the same person who executed the foregoing instrument; and they acknowledged to me that the same is their free, willful and voluntary act and deed.

I further certify that the foregoing instrument relates to a Contract Agreement executed by and between **NISSAN COMMONWEALTH, INC.** represented by **MR. HUBERT L. YAP** and the **GOVERNMENT PROCUREMENT POLICY BOARD – TECHNICAL SUPPORT OFFICE (GPPB-TSO)** represented by **ATTY. DENNIS S. SANTIAGO** containing three (3) pages, including the page where the acknowledgement is written.

NOTARY PUBLIC

Doc No. 406  
Page No. 83  
Book No. xv  
Series of 20 12

  
ATTY. JAMES ANTHONY D. BETITO  
Notary Public - Pasig City  
Commission No. 86 (2016-2017)  
709 MegaPlaza Condo. ADB Ave. Pasig City  
Attorney's Roll No. 58148  
IBP # 1051705 - 01/04/17/Rizal  
PTR#2514314/01.04.17/Pasig City  
MCLE Compliance No. V - 0017140 Mar.21, 2016