

CONTRACT-AGREEMENT

THIS AGREEMENT made the ____ day of September 2017 between **AGRICULTURAL TRAINING INSTITUTE of the Philippines** (hereinafter called "the Entity") of the one part and **DIAMOND MOTOR CORPORATION** of 100 E. Rodriguez Jr. Avenue, Pasig City, Metro Manila (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **PROCUREMENT OF ATI MOTOR VEHICLES (SEVENTEEN UNITS OF MULTI-PURPOSE VEHICLES (MPV))** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FOURTEEN MILLION EIGHT HUNDRED EIGHT ONE THOUSAND FOUR HUNDRED SIXTY PESOS (P14,881,460.00)** (hereinafter called "the Contract Price").

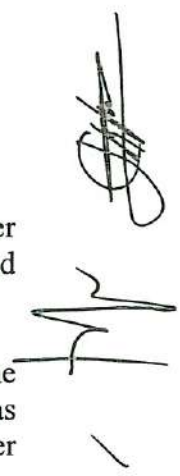
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.

Signed, sealed, delivered by AGRICULTURAL TRAINING INSTITUTE (for the Entity),

Signed, sealed and delivered by DIAMOND MOTOR CORPORATION for the Procurement of seventeen (17) units Multi-Purpose Vehicle (for the Supplier).



AGRICULTURAL TRAINING INSTITUTE
(ENTITY)
By:

DIAMOND MOTOR CORPORATION
(SUPPLIER)
By:


LUZ A. TAPOSOK, Ph.D.
OIC-Director


RANDIE B. TUNGOL
Senior Manager

Signed in the presence of:


GAUDIOSO P. CABAGUE, JR.
Chief Accountant, ATI


JOHN KEVIN PASCUAL

ACKNOWLEDGMENT


ALFREDO S. ATAN, MPS-DM
Asst. Director

Republic of the Philippines)
PASIG CITY) S.S.

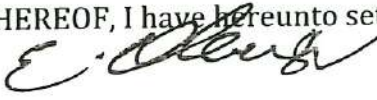
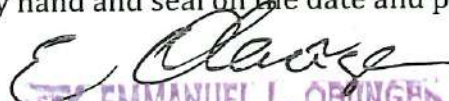
BEFORE ME, a Notary Public for and in PASIG CITY, Metro Manila, personally
appeared the following, this 02th day of October, 2017:

Name	ID/CTC No.	Date Issued	Place Issued
LUZ A. TAPOSOK			
RANDIE B. TUNGOL			

known to me to the same persons who executed the foregoing instrument and
acknowledged to me that the same is their own free and voluntary act and deed and that of
the entities which they respectively represent. This instrument consists of two (2) pages
including this page on which this Acknowledgment is written and has been signed on each
page by the parties hereto and their respective witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place above
written.

Doc. No. 178
Page No. 37
Book No. XLIV
Series of 2017



NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
PASIG, SAN JUAN, PATEROS
PTR NO. 2506580/1-3-17
IBP NO. 1052384 (RSM) 11-22
ROLL NO. 28837
APPOINTMENT NO. 40 (2017-2018)
REG. NO. V-0023360-VALID UNTIL 2-14
7-6000 FLOOR, PASIG CITY HALL