



REPUBLIC OF THE PHILIPPINES
COURT OF TAX APPEALS
QUEZON CITY

**CONTRACT FOR THE PURCHASE OF THREE (3) BRAND NEW
SERVICE/UTILITY VEHICLES (DIESEL)**

Bid Project No. CTA BAC 2-2014-06

This **CONTRACT**, made on this 15th day of December, 2014, in Quezon City, Philippines, between the **COURT OF TAX APPEALS ("CTA")**, created under Republic Act No. 1125, as amended by Republic Act Nos. 9282 and 9503, with principal office address at CTA Building, Agham Road, National Government Center, Diliman, Quezon City (hereinafter called "**the ENTITY**") of the one part; and **TOYOTA MAKATI, INC.** with office address at Ayala corner Metropolitan Avenues, Makati City (hereinafter called "**the SUPPLIER**") of the other part:

WHEREAS, the **ENTITY** invited Bids for certain goods and ancillary services, viz., for **the Purchase of Three (3) Brand New Service/Utility Vehicles (Diesel)**, and has accepted a Bid by the **SUPPLIER** for the supply of those goods and services in the sum of **THREE MILLION PESOS ONLY (PhP3,000,000.00)** (hereinafter called "**the CONTRACT PRICE**").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, 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 Contract, viz.:
 - (a) Bid Form and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) Bid Bulletin No. 01-2014 dated November 4, 2014;
 - (e) General Conditions of Contract;
 - (f) Special Conditions of Contract;
 - (g) Omnibus Sworn Statement submitted by the Bidder;
 - (h) Certificate of Authority submitted by the Bidder;
 - (i) Entity's Notice of Award; and
 - (j) Performance Security.

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 **CONTRACT** to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

COURT OF TAX APPEALS

TOYOTA MAKATI, INC.

By:

By:



ROMAN G. DEL ROSARIO
Presiding Justice



JERRY T. GUANCO
Group Sales Manager

SIGNED IN THE PRESENCE OF:



HIPOLITO P. ALVARADO
Witness



ROBERT JAMES E. RIMORIN
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, METRO MANILA) SS

BEFORE ME this 15th day of December 2014 in Quezon City,
appeared the persons named below with competent evidence of identity:

Name	Competent Evidence of Identity
1. Roman G. del Rosario	Driver's License No. N08-74-022642 issued on January 27, 2014, with expiry date on October 6, 2016.
2. Jerry T. Guanco	Driver's License No. N10-77-021533, issued on June 10, 2013, with expiry date on June 13, 2016.

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the judicial agency/corporation they respectively represent.

This instrument consisting of three (3) pages, including this page, has been signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 15th day of December 2014
in Quezon City, Metro Manila, Philippines.

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Page No. 42 ;
Book No. XXVII
Series of 2014.

JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-104 Notary Public (2014-2015)
Unit 7-M Panay Ave. Cor. Scout Borromeo St. Q.C.
IBP 914353; Q.C. 1-15-13
PTR No. 9043259 1-2-14 Q.C.
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