

**CONTRACT ON THE PROCUREMENT OF TEN (10) UNITS OF
NEW MODEL MULTICAB FOR PEACE & ORDER-EMERGENCY RESPONSE NETWORK
OF SELECTED BARANGAYS OF SUDIPEN, LA UNION**

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** made and entered into this January 2013, between the **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE 1 (DILG RO 1)** with office address at Aguila Road, Brgy. Sevilla, City of San Fernando, La Union hereby represented by its **REGIONAL DIRECTOR CORAZON P. GURAY, CESO III**, hereinafter called as the "**PROCURING ENTITY**", and **TRUCKSMART MOTORS** with office address at Verceles Street, Agoo, La Union hereinafter represented by **MR. AARON B. CHAN**, as the **SUPPLIER/CONTRACTOR**.

WITNESSETH

WHEREAS, the **PROCURING ENTITY** was hereby requested by the House of Representatives, Hon. Catalina Leonen-Pizarro conduct the procurement of ten (10) Multicabs for the Use of Selected Barangays in Sudipen, La Union with SARO-BMB-G-12-T000003693 chargeable against PDAF, RA 10155;

WHEREAS, the **SUPPLIER/CONTRACTOR** was declared as Single Calculated/Rated Responsive Bidder as supported by BAC Resolution No. 2012-23;

WHEREAS, the **SUPPLIER/CONTRACTOR** shall comply with and deliver the following, within 7 calendar days upon receipt of the Notice to Proceed:

- Ten (10) Units of New Model Multicab Vehicles (@P 194,800.00 each x 10) =P1, 948,000.00, with the following specifications: Engine-F6A 4 wheel drive, Engine displacement 660cc, Original Japan Surplus with sliding door, flooring and sidings machine corrugated GI sheets gauge 16, 1 set hub cap with am/fm stereo radio, parts properly bolted, riveted and electrically welded, body stickers both sidings, Free Registration with TPL GSIS Insurance (Government Plate), brand new Polyurethane paint job, 12 rims steel tire
- One (1) year warranty (depends upon the negligence of the Supplier/Contractor), and
- Has accepted the bid by the Contract for the delivery of Ten (10) Units of New Model Multicab Vehicles in the amount of One Million Nine Hundred Forty-Eight Thousand Pesos (P 1, 948,000.00).

WHEREAS, the following documents shall form part of this Contract:

- a. Complete Set of Bidding Documents
- b. Copy of Invitation to Bid
- c. Performance Security
- d. Abstract of Bids
- e. Post Qualification Report
- f. BAC Resolution No. 2012-23
- g. Notice of Award
- h. Notice to Proceed
- i. Letter of Acceptance of the Winning Bidder
- j. Other Pertinent Documents as may be reasonable required by the Procuring Entity

WHEREAS, the **SUPPLIER/CONTRACTOR** shall post a retention money as warranty fund in the amount equivalent to 10% of the total contract price. The said warranty amount shall be released after the lapse of the warranty period as indicated in the Bidding Documents;

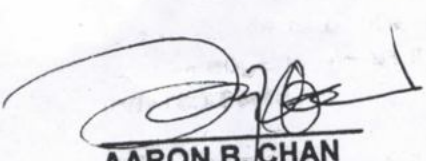
WHEREAS, the Implementing Rules and Regulations of RA 9184, the Government Procurement Reform Act shall govern this Contract;

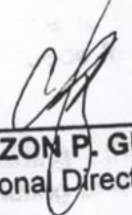
WHEREAS, any dispute arising from or connected with this Contract between the Procuring Entity and Supplier/Contractor shall be subject to the provisions of RA 9184;

WHEREAS, the SUPPLIER/CONTRACTOR shall deliver the Ten (10) Units of Multicab Vehicles within seven (7) working days, after the Signing of this Contract, in accordance with the provisions of RA 9184;

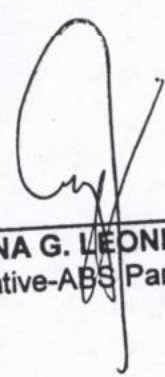
WHEREAS, the PROCURING ENTITY shall pay the amount of One Million Nine Hundred Forty-Eight Thousand Pesos (P 1,948,000.00) in favor of the SUPPLIER/CONTRACTOR upon delivery of the Ten (10) Units of Multicab Patrol Vehicles and upon submission and completion of all required documents, requirements and other attachments.

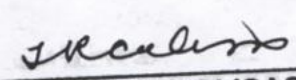
TRUCKSMART MOTORS BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
REGION 1


AARON B. CHAN
(Supplier/Contractor)


DIR. CORAZON P. GURAY, CESO III
Regional Director, DILG

WITNESSES:


HON. CATALINA G. LEONEN-PIZARRO
Representative-ABS Partylist


TRIGIDIA R. COLISAO
Provincial Director
DILG-La Union



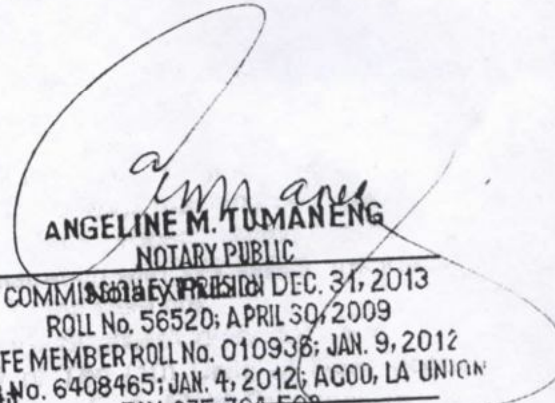
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LA UNION) S.S.
CITY OF SAN FERNANDO

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for and in the Province of La Union, City of San Fernando, La Union, personally appeared **CORAZON P. GURAY, CESO III** with TIN: 124-991-670 and Community Tax Certificate Number 11053471 issued on February 8, 2012 at the City of San Fernando, La Union in the official capacity as **Regional Director and Head of the Procuring Entity**. Representing the **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE 1 (DILG RO 1)** and **MR. AARON B. CHAN** Representing **TRUCKSMART MOTORS** with TIN: 103-278-182 and Community Tax Certificate Number 30599400 issued on January 5, 2012 at Agoo, La Union known to me to be the same person who known executed the foregoing **CONTRACT** and they acknowledge to me all that the same is their true acts and deeds for and in behalf of the parties they represent.

This instrument consists of three (3) pages including this page and which the **ACKNOWLEDGEMENT** is written duly signed by the contracting parties and their witnesses at the left margin of pages one and two and above their typewritten name on page two.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this 16th day of January 2013 at City of San Fernando, La Union.


ANGELINA M. TUMANENG
NOTARY PUBLIC

COMMISSION EXPIRES DEC. 31, 2013
ROLL No. 56520; APRIL 30, 2009

LIFE MEMBER ROLL No. 010936; JAN. 9, 2012

Until No. 6408465; JAN. 4, 2012; ACOD, LA UNION
TIN 275-764-562

PTR No. _____
Issued at _____
Issued on _____

Doc. No. 407
Page No. 82
Book No. III
Series of 2013

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

HERITAGE RESORT OF CAOYAN represented by Gina D. Raqueño, Chief Operating Officer, and conducting business at Anonang Mayor, Caoayan, Ilocos Sur referred hereto as the FIRST PARTY;

Department of the Interior and Local Government (DILG) Region I represented by CORAZON P. GURAY, CESO III, Regional Director, with office address at Aguila Road, Sevilla, San Fernando City, La Union referred hereto as the SECOND PARTY.

WITNESSETH


1. That the Second Party will conduct the Cluster IV Roll-out Training for the Strengthening of Local Special Bodies (LSBs) Component 2-V2V PIPELOG for the period February 6-8, 2013.
2. That the First Party will be the venue of the said Training program.
3. That the First Party agrees to provide board and lodging services to each duly registered Participant guest and training staff, and shall guarantee the food, safety and security of the Training venue;
4. That mess services will consist of unlimited coffee and drinking water and ;
 - a. For facilitators/coaches:
 - 2 dinner (February 6-8, 2013)
 - 2 breakfast (February 6-8, 2013)
 - 2 lunch
 - 4 snacks (am/pm, February 6-8, 2013)
 - b. for participants
 - 2 breakfast (February 7-8, 2013)
 - 2 lunch
 - 1 dinner (February 7-8, 2013)
 - 4 snacks (am/pm, February 7-8, 2013)
5. That the First Party shall guarantee the free use of two (2) Conference Rooms with the following facilities: Sound System, Whiteboards, and Air Conditioning Units;
6. That the Second Party agrees to pay a guaranteed minimum of 35 participants and Correspondingly pay for the additional number of persons in excess of the minimum number;

7. That the Second Party agrees to pay the First Party the cost of lodging, meals, services and other incidental expenses incurred at 2,400.00 per participant for the 2-day duration of the training on February 6-8, 2013 after presentation of the bill by the First Party subject to the usual Accounting and auditing rules and regulations.

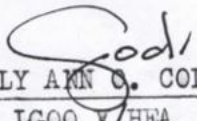
8. That the check payment will be in the name of Heritage Resort of Caoayan / Gina D. Raqueño.

In WITNESS HEREOF, the parties have hereunto signed this agreement voluntarily this 8th day of February, 2013

PARTY OF THE SECOND PART:
PART:

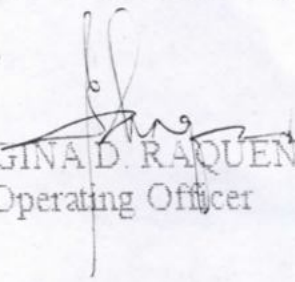

CORAZON P. GURAY, CESO III
Regional Director

TIN: TIN: L24-99L-670

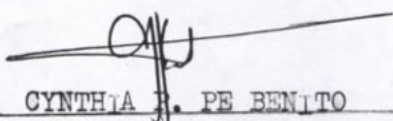

LILY ANN G. COLISAO
IGOO V/HEA

Witnesses

PARTY OF THE FIRST


GINA D. RAQUEÑO
Chief Operating Officer

TIN: 200-526-020


CYNTHIA R. PE BENITO
IGOO V/PPO

SUBSCRIBED AND SWORN to before me this 8th day of February, 2013 at San Fernando City, La Union.

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Page No. 03
Book No. 05
Series of 2013

ATTY. ERNESTO V. RAFON
NOTARY PUBLIC UNTIL
DECEMBER 31, 2013
SAN FERNANDO - LA UNION
PTR No. 7822-88
12/26/12. ROLL
No. 5094, IBF No. 876692
12/27/12

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

DAGUPAN VILLAGE HOTEL represented by Adolfo S. Fernandez, Jr., Chief Operating Officer, and conducting business at Brgy. Lucao, Dagupan City, referred hereto as the FIRST PARTY;

Department of the Interior and Local Government (DILG) Region I represented by CORAZON P. GURAY, CESO III, Regional Director, with office address at Aguila Road, Sevilla, San Fernando City, La Union referred hereto as the SECOND PARTY;

WITNESSETH

1. That the Second Party will conduct the Cluster 3 Roll-out Training for the Strengthening of Local Special Bodies (LSBs) Component 2-V2V PIPELOG for the period February 3-5, 2013;
2. That the First Party will be the venue of the said Training program;
3. That the First Party agrees to provide board and lodging services to each duly registered participant guest and training staff, and shall guarantee the food, safety and security of the training venue;
4. That mess services will consist of unlimited coffee and drinking water and;
 - a. For facilitators/coaches:
 - 2 dinner (February 3-4, 2013)
 - 2 breakfast (February 3-4, 2013)
 - 2 lunch (February 4-5, 2013)
 - 5 snacks (am/pm, February 3-5, 2013)
 - b. For participants
 - 1 breakfast (February 5, 2013)
 - 2 lunch (February 4-5, 2013)
 - 1 dinner (February 4, 2013)
 - 4 snacks (am/pm, February 4-5, 2013)
5. That the First Party shall guarantee the free use of two (2) Conference Rooms with the following facilities: Sound System, Whiteboards, and Air Conditioning Units;
6. That the Second Party agrees to pay a guaranteed minimum of 35 participants and correspondingly pay for the additional number of persons in excess of the minimum number;
7. That the Second Party agrees to pay the First Party the cost of lodging, meals, services and other incidental expenses incurred at P2,600.00 per participant for the 2-day duration of the training on February 4-5, 2012 after presentation of the bill by the First Party subject to the usual accounting and auditing rules and regulations.
8. That the check payment will be in the name of Dagupan Village Hotel/Adolfo S. Fernandez, Jr.

In WITNESS WHEREOF, the parties have hereunto signed this agreement voluntarily this 3rd day of February, 2013.

FOR THE SECOND PARTY

CORAZON P. GURAY, CESO III
Regional Director

TIN: L24-99L-670

FOR THE FIRST PARTY:

ADOLFO S. FERNANDEZ, JR.
Chief Operating Officer

TIN: 947-688-135-000

Witnesses

ec
LILY ANN O. COLISAO
LG00 V/HEA

gt
JANETH G. MIRANDA
Marketing Officer

gt
SUBSCRIBED AND SWORN to before me this 3rd day of February 2013 at San Fernando City,
La Union.

Doc. No. 207
Page No. 42
Book No. 06
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ATTY ERNESTO V. RAFON
NOTARY PUBLIC UNTIL
DECEMBER 31, 2013
SAN FERNANDO, LA UNION
PTR No. 7822789
12/26/12 ROLL
No. 5094, IBP No, 876692
127/12

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