

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this \_\_\_ day of \_\_\_\_\_ 2023 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Don Mariano Perez, Bayombong, Nueva Vizcaya, represented herein by the Officer-in-Charge, Office of the President, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;  
**and**

The **TOYOTA, ISABELA, INC.** with principal office at Km 321 Maharlika Highway Malapat, Cordon, Isabela, Region II, Philippines represented herein by its Authorized Representative, **KING RICHARD E. MASA**, referred to as the **Supplier**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain Equipment for the **Project 2023 - 3E: Supply and Delivery of Motor Vehicle for Bayombong Campus**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid Equipment;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on April \_\_\_, 2023;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

### I. Contract Price

The contract price **ONE MILLION SEVEN HUNDRED EIGHTY FIVE THOUSAND PESOS ONLY (Php 1,785,000.00)**.

### II. Expected date of Delivery of Goods and/or Performance of Services is Thirty (30) calendar days:

It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.

### III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the completion of works at the unit Bid stated below:



Item No.	Specification	Qty.	Unit of Measure	Total Cost (Php)
1	<p><b>"MOTOR VEHICLE, SUV Vehicle, 2022 Model or Later, 4x2"</b></p> <p>Specifications:</p> <p>Piston displacement: 2.4L or higher            Body color: Super White II            Seating Capacity: 7 seaters            No. of doors: 5 doors            Transmission: 6-speed manual transmission or higher            Engine: CRDi, 4-cylinder engine in-line, 16 valve DOHC with air-cooled intercooler            Ignition system: Rotary type/push start system            Air bags: Driver and passenger all power: side mirror, windows, antenna            Steering type: Power steering            Security: ABS Anti-Lock Brake System Immobilizer, reverse camera            Suspension: Front/Rear double wishbone, leaf springs or its equivalent            Keyless entry: with            Rims: 265/65, R17 or higher, alloy            Entertainment: 7 inches display audio            Seat material: fabric</p>	1	Unit	1,785,000.00

**IV. Scope of Contract**

The following documents shall be deemed to form, be read and construed as part of this Contract:

- (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 be 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 Notice of Award

**V. Warranty**

The **Supplier** warrants that the goods/materials supplied under this Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the **Procuring Entity** provides otherwise.

The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.






**VI. Payment**

The **Procuring Entity** 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 sums as may become payable under the provisions of this Contract and its ancillary documents, at the time and in the manner prescribed herein.

**VII. Liquidated Damages**

If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.

**VIII. Settlement of Disputes**


If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Supplier** any monies due to it.


**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Philippines on the day and year above written.

For the Procuring Entity:

  
**WILFREDO A. DUMALE, JR.**  
President


ID No. WAD-0218  
Issued on: December 21, 2022  
Issued at: NVSU


For the Supplier:

  
**KING RICHARD E. MASA**  
Authorized Representative


ID No. 107-19-000523  
Issued on: 07/04/2022  
Issued at: LTD Region 2

Signed in the presence of:

  
\_\_\_\_\_  
NVSU Representative

  
\_\_\_\_\_  
Supplier Representative

**Funds Available:**

 STF-2023-05-416  
**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV

## ACKNOWLEDGMENT

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and, **KING RICHARD E. MASA** of Toyota Isabela, Inc. who presented to me his valid ID Driver's licence issued by LTO as competent proof of identity, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed and that they have authority to sign the same for and in behalf of their respective agencies.

The foregoing instrument, consisting of four (4) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for equipment.

WITNESS MY HAND AND SEAL on this        day of MAY 03 2023 2023 in       , Philippines.

**ATTY. ARIANEJOY ROCHELLE K. GAUDAN**  
Notary Public  
#88 National Road, District IV, Bayombong, Nueva Vizcaya  
Not. Com. No. 02-22, valid until 12/31/2024  
Roll Number: 72868, 06/17/2019  
IBP No. 2706556, 12/15/2022, (for 2023)  
PTR No. 2706556, 12/13/2022, (for 2023) NV  
MCLE Com. No. VII-0011410

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