

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this \_\_\_ day of OCT 02 2023 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 - 4E: Supply and Delivery of Various Motor Vehicle for Both Campuses**;

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 September \_\_\_, 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

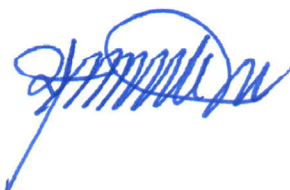
The contract price **ONE MILLION SEVEN HUNDRED EIGHTY FOUR THOUSAND PESOS ONLY (Php 1,784,000.00)**.

### 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	MOTOR VEHICLE, Passenger Van, 2023 or latest model Engine Displacement (CC): 2.5L to 3.0L Diesel, Fuel Tank Capacity (Liters): 60-70L, Euro 4, Cylinders: 4, Maximum Power Pe/rpm: 78/3,000, Maximum   Torque: 1,800 Nm, Transmission Type: 5-speed MT, Front Suspension: Double Wishbone with coil spring. Rear Suspension: Semi elliptical Leaf spring. Brake Assist System:  Hydraulic-Vacuum Assisted Dual Circuit, Brake Control:  Deceleration Sensing Proportioning Valve (DSPV), Wheel:  14.5×55 6 Studs, Tire Type: Radial, Tire: 195R14C 8 Ply Rating, Foldable Rear Seat, Audio, Reverse Warning buzzer,  Air Conditioning System,  Foldable side by side seats  With standard Tool Set and EWD  With Tint, 3M, Medium Black  With NVSU Logo and Decals (at least 12" diameter)  With available service center in the region  With manufacturer's warranty	1	Unit	1,784,000.00

**IV. Scope of Contract**

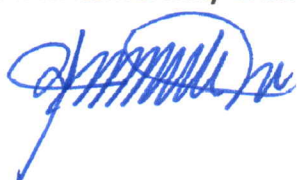
The following documents shall be deemed to form, be read and construed as part of this Contract:

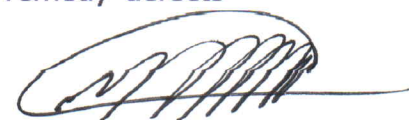
- (a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to be bid resulting from the Procuring Entity's bid evaluation;
- (b) The Schedule of Requirements;
- (c) 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**

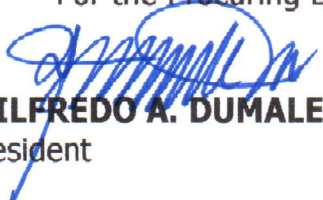
If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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. 15-246  
Issued on: 04/18/2022  
Issued at: TOYOTA ISADENA, INC.

Signed in the presence of:

**ARLYNE A. GONZALES, CPA**  
**CHIEF ADMINISTRATIVE OFFICER-FINANCE**  
NVSU Representative

  
Supplier Representative

**Funds Available:**

*hll \$1784,000*

**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV

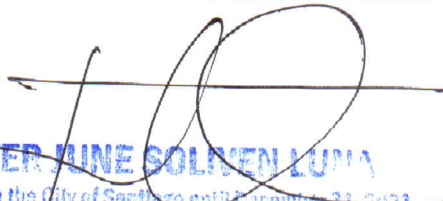
**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of **Santiago City** )  
1) 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 \_\_\_\_\_ issued by \_\_\_\_\_ 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 OCT 02 2023 day of \_\_\_\_\_  
2023 in Santiago City, Philippines.

  
**ATTY. LESTER JUNE SOLNEN LUNA**  
Notary Public for and in the City of Santiago until December 31, 2023  
The Law Office of Atty. Nora Pilotia Natividad - Barang Mabamika  
Dablanan East, **Notary Public** Offices  
IBP Roll No. 68924 / IBP Life Member No. 010074  
Professional Tax Receipt No. SO-0323008 / 01-03-2023 - Santiago City  
MCLC Compliance Number VI-0019112 until 04-14-2023  
attylesterjunesluna@gmail.com / 0925-736-7944

Doc. No: 275 ;  
Page No.: 56 ;  
Book No.: 105 ;  
Series of 2023.