

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

OCT 11 2023

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 Bayombong, Nueva Vizcaya, represented herein by the University President, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

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

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2023-5E: 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 October 6, 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 total contract price is **Two Million Three Hundred Fifty Thousand pesos only (Php2,350,000.00)**.

II. Expected date of Delivery of equipment is Thirty (30) calendar days starting seven days after the receipt of Notice to Proceed.

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.	Particulars	Qty	Unit of Measurement	Unit Cost	Total Cost
1	MOTOR VEHICLE Passenger Van 2023 or latest model Engine: 2.8L to 3.0L Diesel Engine, In-Line 4 Cylinder 16 Valve DOHC, Cylinders: 4, Power: 174 hp, Torque: 420 Nm, Transmission: 6-Speed Manual, Doors: 4, Seating Capacity: 12-15, Front Suspension: MacPherson Strut, Rear Suspension: Leaf spring, Front Brake Type: Ventilated Discs, Rear Brake Type: Drums, Tire Size: 215/70 R16 Alloy, Variable Power Steering and Type: Rack & Pinion: Air bag: Drive and Front Passenger, AntiBraking System ABS, Power: Window, Door lock, Outside Rearview Mirror, Alarm and Immobilizer, Upholstery: Fabric/Leather, Air conditioner: Dual, Auto/Manual controller, Audio System: 2-din CD/FM/AM/ MP3/AUX/USB/BT and speakers, Color: White With Tint, 3M, Medium Black With standard Tool Set and EWD With NVSU Logo and Decals (at least 12" diameter) With available service center in the region With manufacturer's warranty	1	Unit	2,350,000.00	2,350,000.00
	GRAND TOTAL				2,350,000.00

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.
Public Servant and University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:




KING RICHARD E. MASA
Manager

ID No. B04-15-000523

Issued on: 07/04/2022

Issued at: LTD Region 02

Signed in the presence of:



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



Supplier Representative

Funds Available:

Php 2,350,000
LIZA PARAGUAS-GONZAGA
NVSU Accountant IV

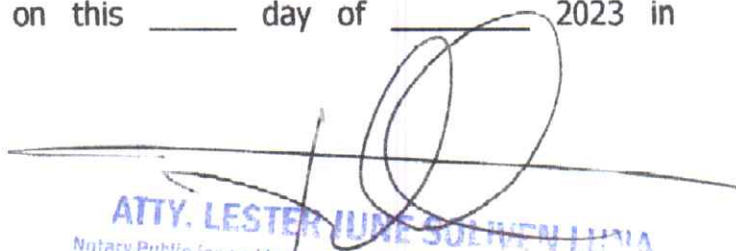
ACKNOWLEDGMENT

Republic of the Philippines)
Province of Santiago)
Municipality of Santiago) 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 goods/supplies/services.

WITNESS MY HAND AND SEAL on this OCT 11 2023 day of _____ 2023 in Santiago City, Philippines.


ATTY. LESTER JUNE SOLIVEN LUNA
Notary Public for and in the City of Santiago, Philippines
The Law Offices of _____
Prof. of Law, Santiago City University
IDP Public: 00024 JCP Unit: _____
Professional Tax Receipt No. SC 3323258 of 03/10/23, Santiago City
MCLE Compliance Number VI-0619112 until 04-14-2024
attylesterjunesluna@gmail.com / 0925-736-7944

Doc. No.: 143 ;
Page No.: 30 ;
Book No.: 106 ;
Series of 2023.