

Contract Agreement Form for the Procurement of Goods (Revised) [Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT made and entered this ____ day of _____, 2024 in _____, by and between:

MINDORO STATE UNIVERSITY (MINSU), a public institution of higher learning, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Alcate, Victoria, Oriental Mindoro, represented by its SUC President III, **ENYA MARIE D. APOSTOL, Ph.D.**, referred hereinafter to as “**PROCURING ENTITY**”;

-and-

TOYOTA CALAPAN CITY INC., duly organized and existing under the laws of the Republic of the Philippines with office address at National Highway, Brgy. Biga, Calapan City, Oriental Mindoro represented by its Authorized Representative, **MAY Q. DUKA**, referred hereinafter to as “**WINNING BIDDER**”.

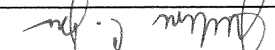
The above-named are collectively referred hereinafter to as “**PARTIES**”.

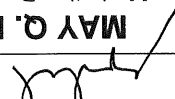
WHEREAS, the **PROCURING ENTITY** invited bids for the “**PROCUREMENT OF MOTOR VEHICLES-LOT 2**” in accordance with the Republic Act (RA) 9184 or “Government Procurement Reform Act” and its implementing rules and regulations;

WHEREAS, the **PROCURING ENTITY** through **BAC RESOLUTION NO. 204-A, S. 2024** has accepted the quote/bid of the **WINNING BIDDER** for the “**PROCUREMENT OF MOTOR VEHICLES-LOT 2**” amounting to **THREE MILLION FIVE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED FORTY PESOS (PHP3,599,640.00)**, hereinafter called “**CONTRACT PRICE**”;

NOW THEREFORE, for and in consideration of the above premises and their mutual covenants hereinafter set forth, the **PARTIES** hereto agree on the following terms and conditions and those provided under RA 9184 and its implementing rules and regulations:


Renzel D. Valenzuela
Witness


JOELENE C. LEYNES
VP Administration & Finance


MAY Q. DUKA
Marketing Professional


ENYA MARIE D. APOSTOL, Ph.D.
SUC President III
Procuring Entity

1. In this **AGREEMENT** 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 as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

ii. **WINNING BIDDER's** bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

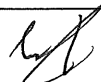
iii. Performance Security;

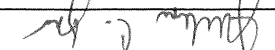
iv. Notice of Award of Contract and the Bidder's conforme thereto; and

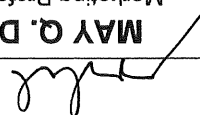
v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **WINNING BIDDER agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

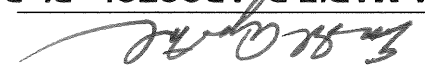
3. In consideration for the sum of **THREE MILLION FIVE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED FORTY PESOS (PHP3,599,640.00)**, **TOYOTA CALAPAN CITY INC.** agrees to "**PROCUREMENT OF MOTOR VEHICLES-LOT 2**" in accordance with its Bid.

4. The **MINDORO STATE UNIVERSITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


Witness
Renzel D. Velazquez


VP Administration & Finance
JOELENE C. LEYNES


Marketing Professional
MAY Q. DUKA


ENYA MARIE D. APOSTOL, Ph.D.
SUC President III
Procuring Entity

GENERAL CONDITIONS

A. TERMS OF PAYMENT

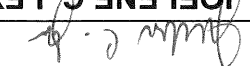
The **PROCURING ENTITY** hereby covenants to pay **WINNING BIDDER** the **CONTRACT PRICE**, upon satisfactory completion of the supply and delivery of **"TWO (2) VAN"**. Upon receipt of payment, **WINNING BIDDER** shall issue and submit to **PROCURING ENTITY** the Official Receipt and related documents necessary to comply with the applicable auditing process. The implementing rules and regulations regarding adjustments of the **CONTRACT PRICE** adopted and approved by the Government shall be applicable in this contract.


JOELENE C. LEYNES
VP Administration & Finance
Witness
Renzel D. Velazquez

B. WARRANTY

The **WINNING BIDDER** hereby warrants to correct any manufacturing defect subject to the existing rules on retention money and applicable obligations.

All defect in its performance during the warranty period of twelve (12) months after acceptance of goods shall be rectified by the **WINNING BIDDER** at its own cost.


MAY Q. DUKA
Marketing Professional

SPECIAL CONDITIONS

A. DELIVERY AND DOCUMENTS

The **WINNING BIDDER** shall deliver the goods within the **THIRTY (30) CALENDAR DAYS** from receipt of the Notice to Proceed. When the **WINNING BIDDER** fails to satisfactorily deliver the goods on time, it shall be liable for damages for the delay and shall pay the **PROCURING ENTITY** liquidated damages, not by way of penalty, for every day of delay until such goods are finally delivered and accepted by the **PROCURING ENTITY** concerned. The **PROCURING ENTITY** need not prove that it has incurred actual damages to be entitled to liquidated damages.

The **WINNING BIDDER** must pay the **PROCURING ENTITY** liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay. The liquidated damages will be imposed until such goods or services are finally delivered or performed and accepted by the **PROCURING ENTITY** concerned. In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the **PROCURING ENTITY** may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it. The **PROCURING ENTITY** may also take over the contract or award the same to a qualified supplier through negotiation. In addition to the liquidated damages, the erring supplier's performance security shall also be forfeited.

B. TRANSPORTATION AND PACKAGING

The **WINNING BIDDER** shall be responsible for the delivery of the goods and payment of costs. It must provide such packaging of the goods as is required


ENYA MARIE D. APOSTOL, Ph.D.
SUC President III
Procuring Entity

to prevent their damage or deterioration during transit its final destination, in accordance with existing industry standards.

C. INCIDENTAL SERVICES

The **WINNING BIDDER** undertakes to provide the following incidental services:

1. Performance or supervision of on-site assembly and/or start-up of the supplied goods;
2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations specified;
5. Training of the **PROCURING ENTITY** personnel for assembly, start-up, operation, maintenance, and/or repair of the supplied goods; and
6. Any other related services necessary for completion of the project.

IN WITNESS WHEREOF, the **PARTIES** have hereunto signed this **AGREEMENT** in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For **MINDORO STATE UNIVERSITY**: For **TOYOTA CALAPAN CITY, INC.:**


ENYA MARIE D. APOSTOL, Ph.D.
SUC President III


MAY Q. DUKA
Marketing Professional

By Authority of the Board of Regents

Signed in the presence of:


JOELENE C. LEYNES
Vice President for Administration and
Finance, MinSU


Renzel B. Verenzuela
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF ORIENTAL MINDORO) s.s.
MUNICIPALITY OF CALAPAN CITY

Renzel D. Valenzuela
Renzel D. Valenzuela
Witness

BEFORE ME, a notary public for and in the above jurisdiction, personally appeared
the following:

NAME	PRC/I.D./CTC. NO.	DATE	PLACE OF ISSUE
Enya Marie D. Apostol	PRC # 0580640	6/20/2024	PRC Regional Office (Calapan City Satellite)
May Q. Duka			

JOELENE C. LEYNES
JOELENE C. LEYNES
VP Administration & Finance

Known to me to be the persons who executed the foregoing instrument and
acknowledgement that the same is their free and voluntary act and deed.

This instrument (**CONTRACT AGREEMENT / "PROCUREMENT OF MOTOR
VEHICLES-LOT 2"**) consisting **FIVE (5) PAGES** including the page wherein this
acknowledgement is written had been signed by the parties and their instrumental
witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, this ___ day of ___, 2024 at
Oriental Mindoro.

MAY Q. DUKA
MAY Q. DUKA
Marketing Professional

Doc No. 138;
Page No. 29;
Book No. 135;
Series of 2024.

NOTARY PUBLIC

ATY. RAYMOND J. DELA BALDOVINA
ATY. RAYMOND J. DELA BALDOVINA
Roll of Attorneys No. 61387
IBP Lifetime No. 003760
PTR No. 1718347 - CALAPAN CITY
MCLE Completion No. 343-009587
Notarial Commission valid December 31, 2024

ENYA MARIE D. APOSTOL, Ph.D.
ENYA MARIE D. APOSTOL, Ph.D.
SUC President III
Procuring Entity