

CONTRACT OF AGREEMENT

**BUREAU OF AGRICULTURAL AND
FISHERIES ENGINEERING**

AND

TOYOTA QUEZON AVENUE INC.

FOR THE

**SUPPLY AND DELIVERY OF ONE (1) UNIT
BRAND NEW AIR-CONDITIONED MOTOR
VEHICLE FOR THE BUREAU OF
AGRICULTURAL AND FISHERIES
ENGINEERING**

IB NO. 003-21

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement is made and executed by and between;

The **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)**, an agency of the Government of the Republic of the Philippines with office address at Sugar Center, Annex II Building Extension, North Avenue, Diliman, Quezon City, represented by its **DIRECTOR, ENGR. ARIODEAR C. RICO**, hereinafter referred to as the **PROCURING ENTITY**;

- AND -

TOYOTA QUEZON AVENUE, INC., a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 728 Quezon Avenue, Quezon City represented herein by its **AUTHORIZED REPRESENTATIVE, MR. JULIAN ANDRE B. ROMERO**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH THAT:

WHEREAS, the BAFE - Bids and Awards Committee (BAC) initiated the procurement activity for the **SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND NEW AIR-CONDITIONED MOTOR VEHICLE FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING** (referred to as the "**PROJECT**") with a total approved budget for the contract (ABC) in the amount of **One Million Seven Hundred Eighty Thousand Pesos (Php 1,780,000.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website and bulletin board, based on **IB No. 003-21** with the following details:

Description	ABC (PhP)
Brand New Air-Conditioned Passenger Van, 1 unit	1,780,000.00
Total	Php 1,780,000.00

WHEREAS, the public bidding for the **PROJECT** was conducted on November 24, 2021;

WHEREAS, after careful evaluation of the proposal and post qualification on the **PROJECT**, the **SUPPLIER** has been found to be **RESPONSIVE** and was declared as the **Single Calculated and Responsive Bidder (SCRB)**.

WHEREAS, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 229, Series of 2021** dated 13th day of December 2021, recommending the award of contract for the **PROJECT** through public bidding to the **SUPPLIER**;

WHEREAS, the SUPPLIER is willing to supply, deliver, and comply with the requirements of the PROCURING ENTITY;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

I. SCOPE OF CONTRACT

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **PROCURING ENTITY** and the **SUPPLIER**;
2. The Technical Specifications, Terms of Reference, Conditions of the Contract, Purchase/Work Orders, Supplemental/Bid Bulletin and Bid Documents shall be made as integral part of this contract, hereto attached;

II. CONTRACT PRICE

1. As a consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SUPPLIER** under this contract, the **PROCURING ENTITY** shall pay the **SUPPLIER** the total contract price of **One Million Seven Hundred Eighty Thousand Pesos (Php 1,780,000.00)** for the **PROJECT**; and
2. All fees, taxes and other similar charges, imposed by the Philippine Government on the **PROJECT** shall be on the account of the **SUPPLIER**;

III. OBLIGATION OF THE PARTIES

1. The **SUPPLIER** shall deliver the goods and services relative to the **PROJECT** within **Thirty (30) Calendar Days upon receipt of Notice to Proceed** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** the entire amount of the contract price only after full performance of the latter's obligation and after final inspection and acceptance of the project;

IV. FORCE MAJEURE

1. The **SUPPLIER** shall not be in default under this contract for any delay in the **PROJECT** caused by force majeure or fortuitous event, provided that the **SUPPLIER** informs the **PROCURING ENTITY** in writing of such delay within ten (10) calendar days after the occurrence of the cause of delay. Upon receipt of such notice of delay, the **PROCURING ENTITY** shall promptly ascertain the facts and the extent of the delay. The decision of the **PROCURING ENTITY** shall be binding upon the **SUPPLIER**;
2. No extension of time shall be granted to the **SUPPLIER** if notice of delay is made after the expiration of the 10-day period provided in the preceding paragraph;



V. PERFORMANCE BOND

The SUPPLIER shall, prior signing of this Contract, procure and furnish the PROCURING ENTITY the PERFORMANCE BOND equivalent to thirty percent (30%), if surety bond callable upon demand, or five percent (5%) if cash or cashier/manager's check, bank draft/guarantee or irrevocable letter of credit of the total contract price or any combination of the foregoing proportionate to share of form with respect to the total amount of security. The PERFORMANCE BOND shall be posted in favor of the PROCURING ENTITY, and shall be forfeited in favor of the latter in the event it is established that the SUPPLIER is in default in any of its obligations under the contract. The PERFORMANCE BOND may be levied by the PROCURING ENTITY without recourse to any judicial action whatsoever. The PERFORMANCE BOND shall be released by the PROCURING ENTITY to the SUPPLIER after the completion and final acceptance of the PROJECT;

VI. PENALTY CLAUSE

In case the SUPPLIER fails to effect the PROJECT in accordance with Article IV hereof without any fault on the part of the PROCURING ENTITY, an amount equivalent to one tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the SUPPLIER or levied upon the performance bond;

VII. GUARANTY OF MATERIAL AND WORKMANSHIP

The SUPPLIER hereby guarantees project in favor of the PROCURING ENTITY against defaults or defects, and shall have a **warranty for a period of three (3) years on support and services from date of acceptance**. The obligation for the warranty for a period of three (3) years shall be covered by, at the SUPPLIER'S option, either retention money in the amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price;

VIII. ARBITRATION

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto, shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

IX. EFFECTIVITY

This Contract shall become fully effective and binding on the date this Contract is signed by both parties.



IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the day and year first above written.

Signed, sealed and delivered by **ENGR. ARIODEAR C. RICO**, of the **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**.

Signed, sealed and delivered by **MR. JULIAN ANDRE B. ROMERO** of **TOYOTA QUEZON AVENUE, INC.**

For and in behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING

ENGR. ARIODEAR C. RICO

Director IV

For and in behalf of

TOYOTA QUEZON AVENUE INC.

MR. JULIAN ANDRE B. ROMERO

Authorized Representative

Signed in the presence of:

Emmanuel Laruzar

Signature over printed name



ARJAY P. SABASAJE

Signature over printed name

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME this JAN 06 2022 personally appeared the following contracting parties namely:

NAME	GOVERNMENT-ISSUED IDENTIFICATION	ISSUED ON AND AT
 ENGR. ARIODEAR C. RICO (BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING)	PRC # 02095	PRC Manila Valid until 01/19/2023
 MR. JULIAN ANDRE B. ROMERO (TOYOTA QUEZON AVENUE INC.)	DRIVERS LICENSE NO4-18-007785	VALID UNTIL: 03/30/2022

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract consists of six (6) pages, including this page, which are signed by the parties and their witnesses on each and every page thereof. This refers to the SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND NEW AIR-CONDITIONED MOTOR VEHICLE FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING by TOYOTA QUEZON AVENUE INC. to the Bureau of Agricultural and Fisheries Engineering.

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.


ATTY. ELISEO S. GALMA, JR.
Notary Public
ROLL NO. 50183

PTR NO. 2454359D / Jan. 03, 2022
IBP NO. 141058 Jan. 04, 2021
MCLE Comp. No. VI-0012817 until April 14, 2022
ADM Matter No. NP-067
Until December 31, 2021

Extended as Commission under B.M. 3795 Until June 30, 2022

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