

# **CONTRACT OF AGREEMENT**

**BUREAU OF AGRICULTURAL  
AND FISHERIES ENGINEERING**

**AND**

**TOYOTA PASONG TAMO, INC.**

**FOR THE**

**SUPPLY AND DELIVERY OF FOUR (4) UNITS  
BRAND NEW AIR-CONDITIONED MOTOR  
VEHICLES FOR THE BUREAU OF  
AGRICULTURAL AND FISHERIES ENGINEERING  
(BAFE)**

**IB NO. 001-24**

# 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 an 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 PASONG TAMO, 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 2292 Pasong Tamo Extension, Makati City represented herein by its **MARKETING PROFESSIONAL, MS. SHEKINAH T. VELOSO**, 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 FOUR (4) UNITS BRAND NEW AIR-CONDITIONED MOTOR VEHICLES FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)** (referred to as the "PROJECT") with a total approved budget for the contract (ABC) in the amount of **NINE MILLION EIGHT HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED PESOS (PHP 9,832,500.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB NO. 001-24** with the following details;

Lot No.	Description	ABC (PhP)
1	Pick-up Truck	7,050,000.00
2	Passenger Van	2,782,500.00
<b>Grand Total</b>		<b>9,832,500.00</b>

**WHEREAS**, the public bidding for the **PROJECT** was conducted on January 25, 2024;

**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. 030, Series of 2024** dated the 6<sup>th</sup> day of March 2024, 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 an integral part of this contract, hereto attached;

### **II. CONTRACT PRICE**

1. As 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 **SIX MILLION SIX HUNDRED THOUSAND PESOS (PHP 6,600,000.00) FOR LOT 1** and **TWO MILLION SIX HUNDRED THOUSAND PESOS (PHP 2,600,000.00) FOR LOT 2** for the **PROJECT** detailed; and

<b>Lot No.</b>	<b>Description</b>	<b>ABC (PhP)</b>
1	Pick-up Truck	6,600,000.00
2	Passenger Van	2,600,000.00
<b>Grand Total</b>		<b>9,200,000.00</b>

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 **SIXTY (60) CALENDAR DAYS FROM THE RECEIPT OF THE NOTICE TO PROCEED (NTP)** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** within thirty (30) calendar days upon receipt, inspection and acceptance of the vehicle including documents such as Motor Vehicle Official Receipt and Certificate of Registration;

#### 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 to 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 the project in favor of the **PROCURING ENTITY** against defaults or defects and shall have a **warranty for a period of three (3) months from the date of acceptance**. The obligation for the warranty for a period of one (1) year 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 on \_\_\_\_\_.

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

Signed, sealed, and delivered by **MS. SHEKINAH T. VELOSO** of **TOYOTA PASONG TAMO, INC.**

For and on behalf of the

**BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**

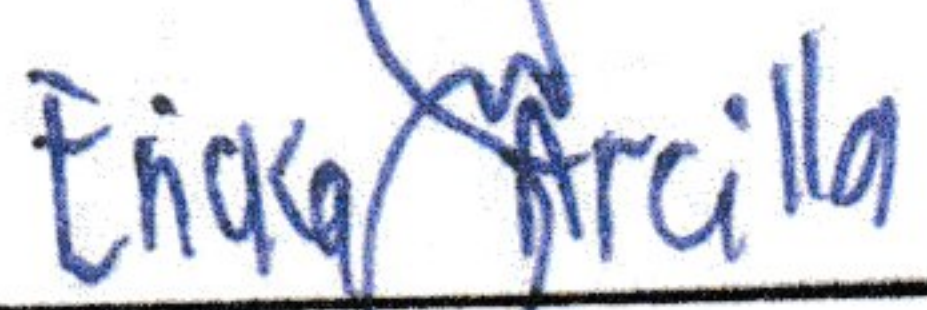
  
**ENGR. ARIODEAR C. RICO**  
Director

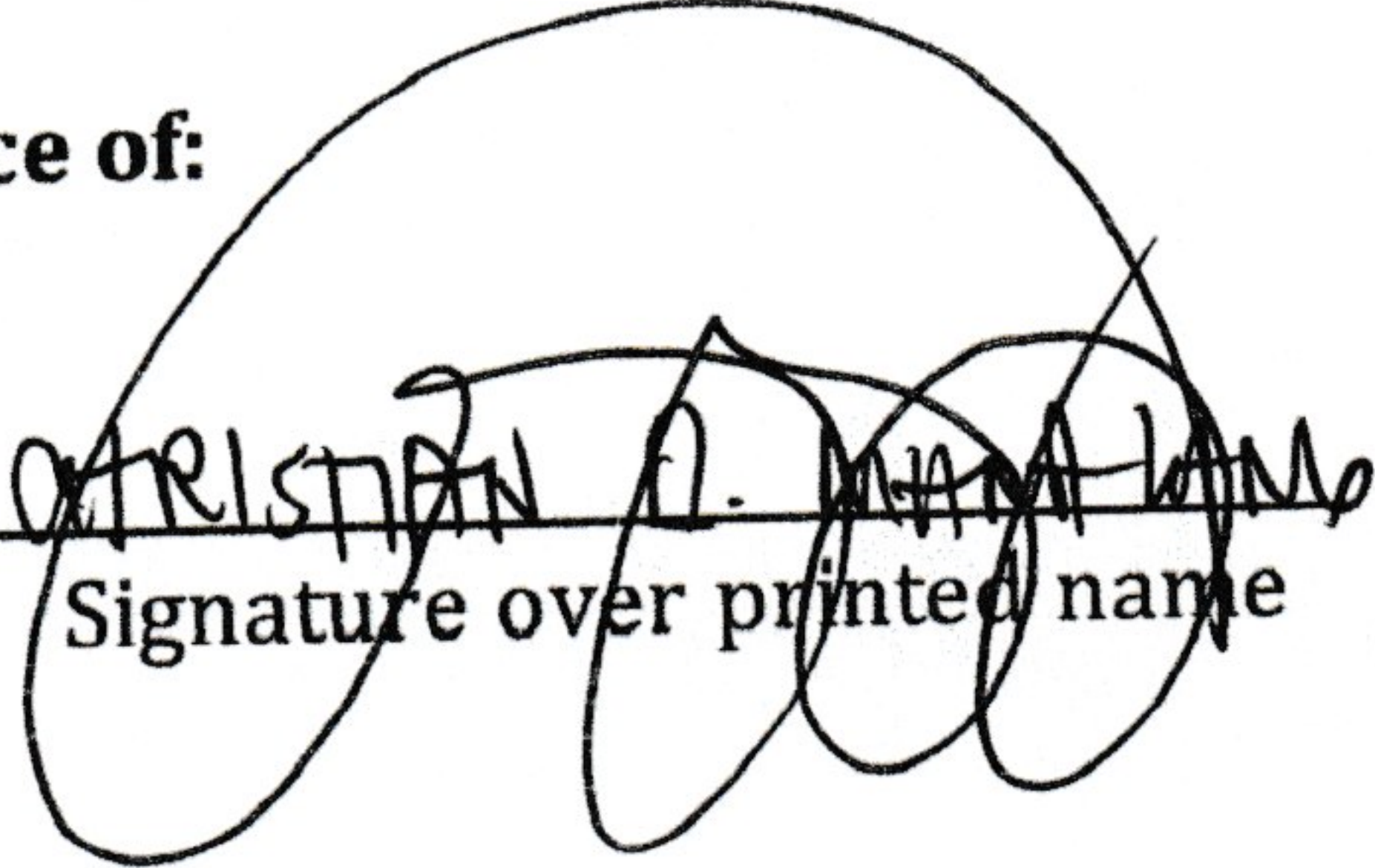
For and on behalf of

**TOYOTA PASONG TAMO, INC.**

  
**MS. SHEKINAH T. VELOSO**  
Marketing Professional

**Signed in the presence of:**

  
\_\_\_\_\_  
Signature over printed name

  
\_\_\_\_\_  
Signature over printed name

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Quezon City ) S.S

BEFORE ME this MAR 25 2024 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)

**MS. SHEKINAH T. VELOSO**  
(TOYOTA PASONG TAMO, INC.)

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 is signed by the parties and their witnesses on each and every page thereof. This refers to the SUPPLY AND DELIVERY OF FOUR (4) UNITS BRAND NEW AIR-CONDITIONED MOTOR VEHICLES FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE) under IB NO. 001-24 by TOYOTA PASONG TAMO, 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.

Doc. No.: 295  
Page No.: 59  
Book No.: 2711  
Series of 2024

**NOTARY PUBLIC**

*Rosalinda Adriano Montenegro*  
**ATTY. ROSALINDA ADRIANO MONTENEGRO**  
NOTARY PUBLIC  
My Commission Expires on Dec.31,2024  
PTR No. 3544256 - 01/05/2024-Q.C.  
IBP OR No.195704 - 01/05/2024 -Q.C  
ROLL No.68465  
MCLE Compliance No V1-005347- 14 April 2023