

CONTRACT OF AGREEMENT

EARLY PROCUREMENT OF PICK-UP (MANUAL) FOR ROMBLON STATE UNIVERSITY
(ABC: PHP2,415,000.00, QTY: 1)

THIS AGREEMENT, made this 12th day of January 2024 by and between:

ROMBLON STATE UNIVERSITY, a public Higher Education Institution, created and existing under Republic Act (R.A) No. 9721, with principal office at Brgy. Livanag, Odiongan Romblon, duly represented herein by its President, **MERIAN P. CATAJAY-MANI, Ed.D, CESE,** and herein after referred to as the "**PROCURING ENTITY**;"

-and-

I.L.M.O Marketing, a private business entity duly organized and existing under and by virtue of the laws of the Philippines, with business address at M. Formilleza St., Ligaya, Odiongan, Romblon, duly represented by its Authorized Representative, **MR. THOMAS JEROME M. ORTIZ**, hereinafter referred to as the "**SUPPLIER**."

WITNESSETH:

WHEREAS, upon the invitation of the **PROCURING ENTITY** with Solicitation No. **RSU-2024-01-002-EPA**, the **SUPPLIER** submitted a bid for the "Early Procurement of Pick-Up (Manual) for Romblon State University (ABC: PHP2,415,000.00, QTY: 1)" amounting to **TWO MILLION, FOUR HUNDRED THIRTEEN THOUSAND, FIVE HUNDRED PESOS ONLY (PHP2,413,500.00)**, inclusive of all applicable government taxes and charges (hereinafter referred to as the "**Contract Price**");

WHEREAS, the **PROCURING ENTITY** accepted the bid of the **SUPPLIER** through RSU Bids and Awards Committee Resolution No. 23-160, which was approved by the Head of the **PROCURING ENTITY**;

NOW, THEREFORE, for and in consideration of the abovementioned premises, and of the mutual covenants and provisions hereafter set forth, the Parties hereto have agreed and do hereby mutually agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit;

- a. Bid Documents consisting of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General and Special Conditions of the Contract;
 - v. Schedule of Requirement and Technical Specifications; and
 - vi. Terms of Reference.

ITEM NO.	UNIT	ITEM DESCRIPTION	QTY
1	unit	<p>PICK-UP (MANUAL)</p> <p>OVERALL DIMENSIONS: (mm) Length x Width x Height: 5325 X 1900 X 1,845 (2.8 4X4 M/T)</p> <p>ENGINE & TRANSMISSION Model : 1GD-FTV(High) Type - 2.8L Diesel, 4-Cylinder, 16- Valve DOHC, Variable Nozzle Turbo with Air-cooled Intercooler Displacement: 2,755 cc Max Output: PS / Rpm : 204 / 3,000-3,400 Max Torque: Nm / Rpm : 420 / 1,400 - 3400 Fuel Type : Diesel Transmission: 6-Speed MT w/ IMT</p> <p>CHASSIS</p>	1

1. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER**, the **SUPPLIER** hereby covenants to complete the supply and delivery of goods within forty-five (45) calendar days from receipt of the NTP.
2. The **SUPPLIER** shall:
- a. Supply and deliver the following:
- OBLIGATIONS OF THE SUPPLIER**
- b. **SUPPLIER'S** Bid, including the Legal and Technical Documents and Financial Proposal, and all other documents/statements contained in the **SUPPLIER'S** bidding envelopes, as annexes;
- c. Bid Bulletin and Supplemental Bid Bulletins, if any;
- d. Performance Security;
- e. Credit line issued by a licensed bank, if applicable;
- f. RSU-BAC Resolution No. 23-160;
- g. Abstract of Bids;
- h. Detailed Evaluation and Post-Qualification Evaluation Report;
- i. Notice to Proceed (NTP) with the **SUPPLIER'S** *Conforme*;
- j. Addendum and/or Supplement to the Contract, if any; and
- k. Other contract documents that may be required by existing laws and/or the **PROCURING ENTITY**.

<p>Auto Disconnect Differential & Differential Lock Suspension: Front – Double Wishbone Rear: Leaf Spring Rigid Axle Front Brake: Ventilated Discs Rear Brake: Drum Type Tires/Wheels: 265/60 R18 Alloy Spare Tire: Ground Tire (Alloy Wheel)</p> <p>EXTERIOR Headlamps: Bi-beam LED with auto leveling Daytime Running Light: LED Front Fog Lamps: LED Rear Combination Lamp: LED + Line Guide + Bulb Outside Rearview Mirror (Power Features): Power Adjust & Power Fold Windshield Wiper: Intermittent + Time Adjust Tailgate Assist Hood Lift Assist Overfenders: Wide Garnish + Matte Black Sports Bar: Matte Black + LED Decklamp Antenna: Pole Type Roof Ornament Side decals</p> <p>INTERIOR Seat Material: Fabric Seat Type & Adjustment : Front: D: 6-way Power Adjust / P: 4-way Manual Adjust Rear 1 : 60/40 Separate Multi Information Display (MID)4.2" TFT</p>		
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Steering Type: Power Steering + Variable Flow

Control

Steering Wheel Material: Leather

Switch: Audio + Phone + Voice Command + MID +

Inside Rear View Mirror: Auto-Dimming

Door Trim: Leather + Interior illumination

Front Cup Holder 4 + Bottle Holder 2

Rear Cup Holder 2 + Bottle Holder 2

FUNCTION

Keyless Entry: Smart Entry

Ignition System : Push Start System

Data Communication Module

Power Features: (Windows) All:)Auto, Up, Down +

Jam Protect

Door Locks: Speed Sensing

Air conditioning System: Dual Zone - Climate Control

Rear A/C Vent

Cruise Control

Audio System Type: 8" Display Audio

Smartphone Connectivity: Apple Car play + Android Auto

Audio System Function:

AM/FM/Bluetooth/USB

Speakers: 6

Accessory Outlet (12v) : 2

SAFETY AND SECURITY

Pre-Collision System + Lane Departure Alert

SRS Bags: Driver + front Passenger + Knee

(Dr))

Anti-Lock Brake System: Brake Assist + EBD

Render technical support phone calls or email within regular working hours from Monday-Friday, 8:00 A.M. to 5:00 P.M.

under this Contract have been fully met; and goods delivered are free from patent and latent defects and all the conditions imposed after the lapse of the warranty period specified in the SCC; provided, however that the in the Special Conditions of Contract (SCC). The said amounts shall only be released least one percent (1%) of the total Contract Price or other such amount if so specified to at least one percent (1%) of payment, or a special bank guarantee equivalent to at covered by, at the **SUPPLIER'S** option either retention money in amount equivalent warranty shall be required from the **SUPPLIER**. The obligation for warranty shall be In order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a

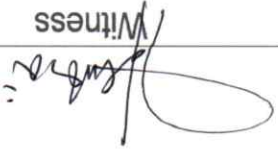
5. Maintenance and repair including replacement of unit or part of any unit and all related costs shall be for the account of the **SUPPLIER** within the warranty period;

In the event the unit is beyond repair, the **SUPPLIER** shall provide a new unit or a unit with higher specification to RSU;

4. In case of malfunction within the warranty period, the **SUPPLIER** shall immediately repair the unit on-site at RSU – Main Campus within the next working day from the report thereof. If the problem cannot be solved on-site, the repair shall be done within five (5) working days after the problem has been reported;

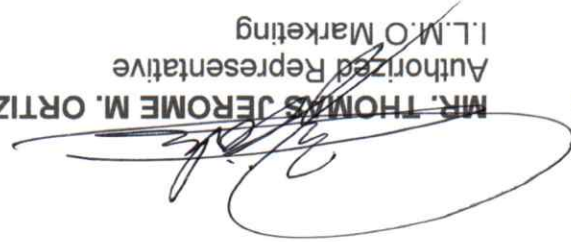
3. Replace any unit found defective and with failures noted or occurring, that may be traceable due to poor workmanship and use of poor-quality components;

	TOTAL	
1		Vehicle Stability Control (VSC) Hill Start Assist (HAC) & Down Hill Assist (DAC) Seatbelts: Front Seats – 3 Pt. ELR + Pretensioner + Force Limiter Rear Seats : 3 pt. ELR x 3 Child Restraint System: ISOFIX:2 + Tether Anchor: 2 Immobilizer + Horn Camera: Panoramic View Monitor (PVM) Clearance & Back Sonar : Front 2 + Rear 4 COLOR : WHITE With Red Plate Registration

Witness


Witness


Signed in the presence of:


MR. THOMAS JEROME M. ORTIZ
Authorized Representative
I.L.M.O Marketing


MERIAN P. CATAJAY-MANI, Ed.D., CESE
University President
Rombon State University

written.

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

Rombon, to the exclusion of other courts.
In case of a court suit, the venue shall be the courts of competent jurisdiction in Odiongan,

VENUE IN CASE OF SUIT

Should any dispute related to this Agreement and/or rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Odiongan, Rombon.

ALTERNATIVE DISPUTE RESOLUTION

Amendment to this Agreement shall be made in writing and signed by the **PROCURING ENTITY** and the **SUPPLIER**.

AMENDMENTS

The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the delivery of said goods and services, the Contract Price or such other sum as may become payable under provisions of this Contract.

OBLIGATIONS OF THE PROCURING ENTITY

6. If the **SUPPLIER** fails to satisfactory deliver any or all of the goods and/or perform the services within the period (s) specified in this Agreement, the **PROCURING ENTITY** shall, without prejudice to its other remedies under this Agreement and under the applicable laws, 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. Once the amount of liquidated damages reaches ten percent (10%), the **PROCURING ENTITY** may rescind or terminate the Agreement pursuant to General Conditions of Contract (GCC) Clause 23 of the Bidding Document, without prejudice to other courses of action and remedies open to it.

ACKNOWLEDGEMENT

Republic of the Philippines

(Diongani, Rombon) S.S.

BEFORE ME, this 12 day of Jan, 2024 in

Philippines personally came and appeared before me the following:

Date of Issue	Place of Issue	I.D. No.
July 30, 2020	Odiongan, Rombon	01-01 CESE

MR. THOMAS JEROME M. ORTIZ D10-H 000965

(Prives license)

Known to me to be the same persons who executed the foregoing instrument consisting of Seven (7) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free and voluntary deed and that of the agency, which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place written.

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