

## CONTRACT OF AGREEMENT

*KNOW ALL MEN BY THESE PRESENTS:*

This CONTRACT OF AGREEMENT made and entered into, by and between:

**OFFICE OF THE OMBUDSMAN**, an Agency created and established by the Constitution of the Republic of the Philippines, with office address at Sen. Meriam P. Defensor-Santiago Ave. (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, Quezon City, Philippines, represented herein by **HONORABLE SAMUEL R. MARTIRES**, Ombudsman, hereinafter called "the Entity;"

-and-

**TOYOTA DAVAO CITY, INC.**, a duly licensed Services/Car Accessories/Car Dealer under and by virtue of the laws of the Philippines, with registered office address at Km. 6, San Antonio, Lanang, Barangay Ubalde, Davao City, Philippines, represented herein by **MR. ARNULFO B. CIFRA**, General Manager/Authorized Representative, hereinafter called "the Supplier."

WHEREAS, the Entity, through the Bids and Awards Committee (BAC) of the Office of the Ombudsman, Area Office for Mindanao (OMB-MIN), Earth corner Libra Street, GSIS, Heights, Matina, Davao City invited Bids for certain goods and ancillary services, viz: two (2) units Multi-Purpose Vehicle Commuter/Utility Van for OMB-MIN;

WHEREAS, the Entity, after the conduct of an open competitive bidding by the BAC of OMB-MIN, pursuant to the provisions of Republic Act No. 9184, the "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations, awarded the contract to the Supplier, after finding that its proposal is the Single Calculated and Responsive Bid (SCRB) for the supply of two (2) units Multi-Purpose Vehicle Commuter/Utility Van in the total amount of **THREE MILLION NINE HUNDRED NINETY-TWO THOUSAND PESOS (PHP3,992,000.00)**, hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 below.
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz:
  - (a) Bid Form (*Annex "A"*), and the Price Schedule (*Annex "B"*) submitted by the Bidder/Supplier;
  - (b) General Conditions of the Contract (*Annexes "C" to "C-1"*);
  - (c) Special Conditions of the Contract (*Annexes "D" to "D-3"*);
  - (d) Schedule of Requirements (*Annex "E"*); and
  - (e) Technical Specifications (*Annex "F"*);
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract and the documents referred to in No. 2 above.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract executed in accordance with the laws of the Republic of the Philippines on this 8<sup>th</sup> day of May 2024 in Davao City, Philippines.

OFFICE OF THE OMBUDSMAN  
(The Entity)

*Samuel R. Martires*  
SAMUEL R. MARTIRES  
Ombudsman

TOYOTA DAVAO CITY, INC.  
(The Supplier)

*Arnulfo B. Cifra*  
ARNULFO B. CIFRA  
Authorized Representative

SIGNED IN THE PRESENCE OF WITNESSES:

*A*

SIGNED IN THE PRESENCE OF WITNESSES:

1. *Victor N. Ramos*
2. *MARIELE C. ARCALA*

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) s.s.  
X-----X

BEFORE ME, a Notary Public in the City of QUEZON CITY, on JUN 27 2024 2024, personally appeared OMBUDSMAN SAMUEL R. MARTIRES, with FD. No. 180062, known to me to be the same person who executed the foregoing instrument and that he acknowledged the same to be his true and voluntary act and deed.

WITNESS MY HAND AND SEAL.

*Melissa J. Bueno-Montero*  
ATTY. MELISSA J. BUENO-MONTERO  
NOTARY PUBLIC FOR Q.C.  
NP-165 (2024-2025) UNTIL 12-31-25  
PTR NO. 5455297-01185-24 Q.C.  
ROLL NO. 70230 TIN 317-955-810  
IBP LIFETIME NO. 16988 05-16-17  
25 BIAK NA BATO ST., BRGY. STO. NIÑO, Q.C.  
MCLE COMPLIANCE NO. VII-0014550

Doc. No. 18 :  
Page No. 5 :  
Book No. II :  
Series of 2024.

-page three follows-

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF DAVAO ) s.s.  
x-----x

BEFORE ME, a Notary Public in the City of Davao, Davao del Sur on JUN 14 2024 2024, personally appeared ARNULFO B. CIFRA, authorized representative of TOYOTA DAVAO CITY, INC., with I.D. No. \_\_\_\_\_, known to me to be the same person who executed the foregoing instrument and that he acknowledged the same to be his true and voluntary act and deed.

WITNESS MY HAND AND SEAL.

\_\_\_\_\_  
Notary Public

Doc. No. 204 ;  
Page No. 42 ;  
Book No. XIII ;  
Series of 2024.

**ATTY STEPHEN DON Q. MUÑEZ**  
Notary Public for Davao City  
Until December 31, 2025  
Roll No. 65267  
Commission Serial No. 2024-078-2025  
IBP NO. 325415 - 12-06-23  
PTR NO. 92116412 - 12-21-23  
MCLE Compliance No. VII-0020923  
City Hall Drive, Davao City



PRICE SCHEDULE

ANNEX " B "

App Code No.  
Name of Project

2024-MTV-0004 & 2024-MTV-0005  
THE PROCUREMENT OF TWO (2) UNITS MULTI-PURPOSE VEHICLE  
COMMUTER/UTILITY VAN FOR THE OFFICE OF THE OMBUDSMAN,  
AREA OFFICE FOR MINDANAO USE

Location

Earth corner Libra Street, GISIS Heights, Malina, Davao City

Amount of ABC

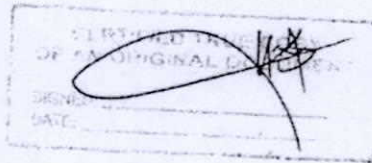
PhP 3,992,000.00

ITEM NO	SPECIFIC DESCRIPTION OF ARTICLES	UNIT	QTY	UNIT COST (P)	AMOUNT (P)
1	<p>HIACE COMMUTER DELUXE 2.8L DSL MT</p> <p>Overall Dimensions(mm): Length 5,265mm Width 1,950mm Height 1,990mm Engine Displacement :2.8L Fuel Capacity: 65L Transmission: 6-speed manual Steering: Variable Power Steering Seating Capacity: 15 Anti-Lock Brake System with Anti-Lock Brake System Airbags: SRS Airbags Driver and Front Passengers Power Windows: Auto Up-Down Driver/Front Passengers Seat Belts: Seat belts (Driver, Front Passengers and Rear Passenger Vehicle Security System Alarm with Immobilizer Color: White Warranty: With at least 3 years warranty or 100,000 kms, whichever comes first on both parts and services Inclusive of 1 Year Comprehensive GSIS Insurance 3 Years LTO Registration</p>		2	1,996,000.00	3,992,000.00

TOTAL AMOUNT: PhP 3,992,000.00

TOYOTA MATINA DAVAO  
BIDDER

ARNULFO B. [Signature]  
Authorized Representative



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

#### **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

#### **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

**3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

**4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

**5. Warranty**

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

**Special Conditions of Contract**

GCC Clause	
1	<p><i>Must have the requirements enumerated below:</i></p> <p><i>a. Must be an authorized dealer of Motor Vehicles for at least 25 years in the Philippines;</i></p> <p><i>b. Must have a manufacturer/Manufacturer's Officially Accredited and exclusive Dealer's Service Center in Davao City, Cagayan de Oro City, General Santos City and Zamboanga City</i></p> <p><i>c. Must have readily available spare parts in Davao City, Cagayan de Oro City, General Santos City and Zamboanga City</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."</i></p> <p><i>[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site are:</p> <ol style="list-style-type: none"> <li>1. ) GIPO III Gil Norman D. Ciudadano - Head, Technical Working Group (TWG);</li> <li>2. AGIO III Arizona Martin J. Boiser - Head, BAC Secretariat, and</li> <li>3. ) Other duly authorized representative of the Office.</li> </ol> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p>



	<ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. 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 under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract.</li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <b>three (3) years</b>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <b>one (1) month</b> of placing the order.</p>

	<p><b>Packaging -</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation -</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>1. Test drive and other applicable tests; and</li> <li>2. Inspect authorized Service Centers in the Area Office.</li> </ol>

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Days/ Weeks/Months
1.)	<u>Procurement of Multi-Purpose Vehicle Commuter/Utility Van with the following specifications:</u>	2 units	2 units	45 days from receipt of PO/Contract
	Overall Dimension (mm)	Length 5,200 to 5,300mm Width 1,800 to 2,000mm Height 1,800 to 2,000mm		
	Engine Displacement	at least 2.5L		
	Fuel Capacity	at least 65L		
	Transmission	6-speed or more MT/AT		
	Steering	power steering		
	Seating Capacity	15		
	Anti Lock Brake System	with Anti Lock Brake System		
	Airbags	SRS Airbags Driver and Front Passengers		
	Power Windows	Auto Up-Down Driver/Front Passengers		
	Seat Belts	Seat belts (Driver, Front Passengers and Rear Passengers)		
	Vehicle Security System	Alarm with Immobilizer		
	Color	White		
	Warranty	With at least 3 years warranty or 100,000 kms., whichever comes first, on both parts and services		
	Inclusions	Three (3) years Land Transportation Office Registration One (1) year Third Party Liability Insurance One (1) year Comprehensive Insurance Rust proofing/undercoating Complete set of tools, jack, spare tire and operations and maintenance manuals		
<b>Conditions:</b>				
1. Must be an authorized dealer of Motor Vehicles for at least 25 years in the Philippines				
2. Must have a manufacturer/Manufacturer's Officially Accredited and exclusive Dealer's Service Center in Davao City, Cagayan de Oro City, General Santos City and Zamboanga City				
3. Must have readily available spare parts in Davao City, Cagayan de Oro City, General Santos City and Zamboanga City				

