

**TERMS OF REFERENCE**

**“SUPPLY, DELIVERY, AND INSTALLATION OF  
VEHICLE TRACKING SYSTEM WITH ONE (1)  
YEAR SUBSCRIPTION”**

PREPARED BY:

**TECHNICAL WORKING GROUP (TWG)**

REVIEWED BY:

**BIDS AND AWARDS COMMITTEE (BAC)**

*Signed*  
**ENGR. WENDYL P. BORROMEO**  
CHAIRMAN

*Signed*  
**ENGR. MARY FRANCE D. MORALES**  
VICE-CHAIRMAN

*Signed*  
**ENGR. JOANALYN C. NAPAY**  
MEMBER

*Signed*  
**AUDREY ROSE C. DELLORO**  
MEMBER

*Signed*  
**GIL EDDIE L. SERRANO, JR.**  
MEMBER

*Signed*  
**DARWIN DAVE T. BARRAMEDA**  
MEMBER



TERMS OF REFERENCE

Name of the Contract	:	Supply, Delivery, and Installation of Vehicle Tracking System with One (1) Year Subscription
Source of Fund	:	Internally Generated Fund
Approved Budget of the Contract (ABC)	:	Php700,000.00

1. OBJECTIVE

The procurement of a Vehicle Tracking System aims to provide track records and real-time monitoring of coop vehicles used in daily operations to enhance the quality of services to member-consumers. Improved coop operations may be achieved through the following:

- a. Real-time location tracking to monitor the closest response unit to job orders
- b. Reduction of fuel theft or wastage
- c. Additional fleet maintenance monitoring system
- d. Speed and hazard driving warnings
- e. Excessive idling alerts
- f. Route monitoring to minimize delays caused by traffic or road maintenance
- g. Elimination of unauthorized use of vehicles during and after duty

2. APPROVED BUDGET OF THE CONTRACT (ABC)

The Approved Budget of the Contract (ABC) is Seven Hundred Thousand **Pesos (Php700,000.00)**, inclusive of taxes, and any incidental fee that may be incurred during the delivery of the devices to CASURECO II Main Office, Barangay Del Rosario, Naga City, Camarines Sur.

3. SCOPE OF REQUIREMENT

A. Deliverables:

No.	Particulars	Unit	Qty
1	GPS Devices installed for vehicles		
	• Utility Vehicle	pcs	52
	• Van	pcs	2
	• SUV	pcs	6
	• Boom Truck	pcs	8
	Total	pcs	68
2	Annual Subscription for Vehicle Tracking System	Lot	1

Complete installation and configuration of the GPS Devices on vehicles, including:

- a. Installation of monitoring system via mobile phone and workstations;
  - b. End-user training.
- B. Maintenance support within the contract period.

4. ELIGIBILITY REQUIREMENTS

The Supplier is hereby required to furnish original or Certified True Copies of the following eligibility documents:

- a. Valid Mayor’s or Business Permit
- b. DTI or SEC, or CDA Registration



- c. Income/Business Tax Return
- d. 2024 Audited Financial Statements, stating:
  - i. Balance Sheet
  - ii. Statement of Operations
  - iii. Statement of Equity
  - iv. Statement of Cash Flows
  - v. Notes to Financial Statement
- e. Valid BIR Tax Clearance
- f. Duly Notarized Omnibus Sworn Statement

5. TECHNICAL REQUIREMENT

The Supplier has primary responsibility to ensure devices are in good condition, and the tracking system installed will comply with the following technical requirements:

This specification establishes the physical characteristics and performance requirements of the unit. **Bidder is required to state their compliance to the specification with evidence.** Any form of evidence, such as but not limited to **brochures, certification of compliance, photos, and other applicable documents**, must be included in the Bidder's technical proposal and shall be used in the bid evaluation. **The statement of compliance of the bidder without any evidence shall mean non-responsiveness of its bid.**

CASURECO II's Requirements	Bidder's Statement of Compliance	Proof of Compliance
1. Installation and Configuration of GPS Devices (68 pcs)		
i. GPS Device with backup battery		
2. Vehicle Tracking System		
a. Real-time tracking system		
b. Track History (route records)		
c. Geo-fencing feature		
d. Location tracking in low/no signal areas		
e. Communication features		
f. Anti-Tamper feature		

6. INSPECTION AND TESTING

The units provided by the Supplier shall be inspected and tested in the presence of the Supplier, End-user, and Quality Assurance Team upon receipt of the warehouse before acceptance. Any delivered units failing the coop standards shall be replaced by the Supplier within fifteen (15) calendar days from the date of initial delivery.

7. TERMS OF PAYMENT

- 50% - Upon Full Delivery and Installation of the Units
- 50% - Upon issuance of Certificate of Completion and Acceptance from the End-user within sixty (60) calendar days after complete delivery and installation

8. DELIVERY PERIOD

Full delivery and installation of GPS Devices within thirty (30) calendar days upon receipt of Notice to Proceed.

9. WARRANTY AND AFTER-SALES SUPPORT TERMS

9.1. Warranty Coverage



The Supplier warrants that all delivered units are **brand new, complete, and free from defects in materials and workmanship**. A warranty period of **one (1) year from the date of installation** shall cover any manufacturing defects.

9.2. **Scope of Warranty**

This warranty covers **manufacturing defects and hardware failures not caused by external factors**. It **does not cover damages** resulting from misuse, mishandling, unauthorized modifications, natural disasters, power surges, or other causes beyond the Supplier's control.

9.3. **Replacement and Repair Policy**

Any unit found defective within the warranty period, **provided no misuse or unauthorized modification is proven**, shall be **repaired or replaced within seven (7) calendar days** upon receipt of a formal written notification from the Purchaser.

9.4. **Technical Support Services**

The Supplier shall provide **technical support services for the entire duration of the warranty period**. Technical support shall be available **24/7 remotely** through phone, email, or other agreed-upon communication channels.

9.5. **Response Time Commitments**

The Supplier shall acknowledge technical support requests within **two (2) hours** and provide a resolution or action plan within **twenty-four (24) hours** from the time of notification.

9.6. **On-Site Support Provision**

On-site technical support services may be provided upon request for critical issues, subject to scheduling and additional charges, unless otherwise specified in the contract.

9.7. **Extended Warranty Option**

The Purchaser may opt to extend the warranty period, subject to additional terms and charges as agreed upon by both parties.

9.8. **Spare Parts and Replacement Availability**

The Supplier guarantees the availability of spare parts and compatible replacement units for a minimum of **two (2) years after the warranty period**.

9.9. **Escalation Process**

Unresolved technical issues may be escalated to the Supplier's technical management for expedited handling and resolution.

**10. PERFORMANCE SECURITY**

10.1. The Supplier shall file a performance security in the form of cash, cashier's check, manager's check, or letter of credit issued by a universal or commercial bank to CASURECO II in the amount of 5% of the contract price, to ensure the faithful and satisfactory compliance of all the Supplier's obligations under this Contract.

10.2. This security shall answer for any and all damages and losses that may be suffered by CASURECO II as a result of the failure of the Supplier to perform any of its obligations under this Contract. This security shall be released by CASURECO II at the expiration or termination of this Contract, provided that there are no pending claims filed against the Supplier and/or the surety company.

**11. LIQUIDATED DAMAGES**

In case of breach of contract, the amount of liquidated damages shall be at least equal to 1/10 of 1% (0.01%) of the cost of the unperformed portion of the contract, for every day of delay in the delivery. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the contract amount, the contract shall be rescinded without prejudice to other courses of action and remedies to be undertaken by the BUYER.



**TECHNICAL WORKING GROUP**

**JOHN EMMANUELLE M. GUTIERREZ**  
Member

**ARIEL D. NACARIO**  
Member

**ENGR. PAUL GUILLER H. SEMAÑA**  
Member

**MARK ALLEN A. DEDUQUE**  
End-User

**ENGR. RICHARD L. PRECONCILLO**  
Co-chairman

**ENGR. ARJEN V. NIDEA**  
Chairman



Date: \_\_\_\_\_

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor of [Name of Bidder] with office address at [address of Bidder];

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for **(the above-captioned materials/services)** of the Camarines Sur II Electric Cooperative, Inc. (CASURECO II);

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding for **(the above-captioned materials/services)**, of the Camarines Sur II Electric Cooperative, Inc. (CASURECO II), as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;



*If a partnership or cooperative:* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project], if any.
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ (month), (year) at the City of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ (date) at the City of \_\_\_\_\_, the affiant exhibited to me (any of the following: Passport, Driver's License, TIN & SSS ID with picture) No/s. \_\_\_\_\_ and valid until \_\_\_\_\_.



Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series (year)

\_\_\_\_\_  
NOTARY PUBLIC  
UNTIL \_\_\_\_\_  
PTR. No. \_\_\_\_\_  
TIN \_\_\_\_\_





**COMPLIANCE WITH THE TECHNICAL SPECIFICATIONS**

CASURECO II's Requirements	Bidder's Statement of Compliance	Proof of Compliance
1. Installation and Configuration of GPS Devices (68 pcs)		
ii. GPS Device with backup battery		
2. Vehicle Tracking System		
g. Real-time tracking system		
h. Track History (route records)		
i. Geo-fencing feature		
j. Location tracking in low/no signal areas		
k. Communication features		
l. Anti-Tamper feature		



COMPANY NAME

CONFIRMING STATEMENT ON WARRANTY AND AFTER-SALES BEING OFFERED

BIDS AND AWARDS COMMITTEE

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : ENGR. WENDYL P. BORRAMEO  
BAC Chairman

Project: Supply, Delivery, and Installation of Vehicle Tracking System with One (1) Year Subscription

Dear ENGR. BORRAMEO,

We, [Company Name] with office address at \_\_\_\_\_ do hereby certify that we extend our full guarantee and warranty for the above-stated project in case of award:

Warranty being offered

- 1. Warranty Coverage.** The Supplier warrants that all delivered units are brand new, complete, and free from defects in materials and workmanship. A warranty period of one (1) year from the date of installation shall cover any manufacturing defects.
- 2. Scope of Warranty.** This warranty covers manufacturing defects and hardware failures not caused by external factors. It does not cover damages resulting from misuse, mishandling, unauthorized modifications, natural disasters, power surges, or other causes beyond the Supplier's control.
- 3. Replacement and Repair Policy.** Any unit found defective within the warranty period, provided no misuse or unauthorized modification is proven, shall be repaired or replaced within seven (7) calendar days upon receipt of a formal written notification from the Purchaser.
- 4. Technical Support Services.** The Supplier shall provide technical support services for the entire duration of the warranty period. Technical support shall be available 24/7 remotely through phone, email, or other agreed-upon communication channels.
- 5. Response Time Commitments.** The Supplier shall acknowledge technical support requests within two (2) hours and provide a resolution or action plan within twenty-four (24) hours from the time of notification.
- 6. On-Site Support Provision.** On-site technical support services may be provided upon request for critical issues, subject to scheduling and additional charges, unless otherwise specified in the contract.
- 7. Extended Warranty Option.** The Purchaser may opt to extend the warranty period, subject to additional terms and charges as agreed upon by both parties.
- 8. Spare Parts and Replacement Availability.** The Supplier guarantees the availability of spare parts and compatible replacement units for a minimum of two (2) years after the warranty period.
- 9. Escalation Process.** Unresolved technical issues may be escalated to the Supplier's technical management for expedited handling and resolution.

Very truly yours,

\_\_\_\_\_  
[Signature over printed name of authorized signatory]

Date:



COMPANY NAME

CONFIRMING STATEMENT ON DELIVERY SCHEDULE

BIDS AND AWARDS COMMITTEE

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : ENGR. WENDYL P. BORROMEO  
BAC Chairman

Project: Supply, Delivery, and Installation of Vehicle Tracking System with One (1) Year Subscription

Dear ENGR. BORROMEO,

In compliance with the requirement of Camarines Sur II Electric Cooperative, Inc. for the above stated project, we [COMPANY NAME], with office address at

conforms with the following completion schedule:

Project Description	Project Duration/ Completion
Supply, Delivery, and Installation of Vehicle Tracking System with One (1) Year Subscription	Full delivery and installation of GPS Devices within thirty (30) days upon receipt of Notice to Proceed

Very truly yours,

[Signature over printed name of authorized signatory]  
Date:



**COMPANY NAME**

**CONFIRMING STATEMENT ON TERMS OF PAYMENT**

**BIDS AND AWARDS COMMITTEE**

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : **ENGR. WENDYL P. BORROMEO**  
BAC Chairman

Project: **Supply, Delivery, and Installation of Vehicle Tracking System with One (1) Year Subscription**

Dear ENGR. BORROMEO,

In compliance with the requirement of Camarines Sur II Electric Cooperative, Inc. for the above stated project, we [COMPANY NAME], with office address at \_\_\_\_\_ conforms with the following Terms of Payment under Section 7 of the Terms of Reference (TOR):

- 50% - Upon Full Delivery and Installation of the Units
- 50% - Upon issuance of Certificate of Completion and Acceptance from the End-user within sixty (60) calendar days after complete delivery and installation.

Very truly yours,

\_\_\_\_\_  
[Signature over printed name of authorized signatory]  
Date:



**CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)**  
Del Rosario, Naga City

**BIDS AND AWARDS COMMITTEE**

**CHECKLIST FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF VEHICLE TRACKING SYSTEM WITH ONE (1) YEAR SUBSCRIPTION**

<b>I. ELIGIBILITY REQUIREMENTS</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>LEGAL DOCUMENTS</b>			
1. DTI business name registration/SEC registration certificate/CDA registration certificate, whichever is appropriate under the laws of the Philippines			
2. Valid and current Mayor's permit/municipal license (principal place of business)			
3. BIR Value Added Tax Registration			
4. Omnibus Sworn Statement-Affidavit			
5. Compliance with E.O. #398			
a. Proof of VAT payments for the past six months.			
b. Tax Clearance from the BIR to prove the bidder's full and timely payment of taxes to the government			
c. A Certification under oath from the bidder's responsible officers that the bidder is free and clear of all liabilities with the government.			
<b>TECHNICAL DOCUMENTS</b>			
1. Statement in matrix form all ongoing and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period of two (2) years, where applicable, including contracts awarded but not yet started, if any. The statement shall state whether each contract is:			
a. Ongoing, Completed, or Awarded but not yet started; within the relevant period, where applicable.			
i. The name of the contract;			
ii. Date of contract;			
iii. Amount of contract and value of outstanding contracts;			
iv. Date of delivery;			



v. End-user's acceptance, if completed			
b. Statement identifying the bidder's single largest completed contract similar to the contract to be bid within the relevant period of two (2) years			
<b>FINANCIAL DOCUMENTS</b>			
1. Complete set of audited financial statements, stamped "received" by the BIR, for the preceding calendar year, which should not be earlier than 2 years from the date of bid submission.			
Complete set of financial statement includes the following:			
1) Balance Sheet			
2) Income Statement			
3) Statement of Changes in Equity			
4) Cash Flow Statement			
5) Notes to Financial Statement			
6) Statement of Management Responsibility for Financial Statement			
2. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) should be equal or more than the ABC, or a commitment from a universal or commercial bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than the amount set by the procuring entity, which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract (ABC) to be bid.			
<b>II. BID PROPOSAL</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>TECHNICAL PROPOSAL</b>			
1. Confirming statement on Delivery Schedule			
2. Confirming statement on the warranty and after-sales being offered			
3. Details of Technical Specification (Please see the separate matrix for compliance of the technical specifications with proof of evidence)			
<b>FINANCIAL PROPOSAL</b>			
1. Confirming statement on the Terms of Payment			
2. Breakdown of prices (devices & annual subscription)			
3. Bid Price			
<b>RESULT:</b>			
<b>Note: All requirements with attached Sample Forms must be submitted as prescribed; however, for any other technical and financial</b>			



**requirements that do not have a specific sample form attached, the Bidder may submit in any form as proof of its compliance, provided that it is duly signed/certified by the authorized representative.**



**Draft Contract Agreement Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Camarines Sur II Electric Cooperative, Inc. (CASURECO II) of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - I. Bidding Documents;
    - a. Terms of Reference (TOR)
    - b. Schedule of Requirements;
    - c. Technical Specifications;
    - d. Board Resolution for the Awarding of the Contract
    - e. Notice of Award (NOA)
    - f. Notice to Proceed (NTP)
    - g. Supplemental or Bid Bulletins, if any; and
    - h. Other applicable documents relative to this project bidding
  - 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. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Purchase Orders, and Warranty Security, shall likewise form part of the Contract.
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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. INSPECTION AND TESTING

The units provided by the Supplier shall be inspected and tested in the presence of the Supplier, End-user, and Quality Assurance Team upon receipt of the warehouse before acceptance. Any delivered units failing the coop standards shall be replaced by the Supplier within fifteen (15) calendar days from the date of initial delivery.





5. WARRANTY AND AFTER SALES

Warranty Coverage. The Supplier warrants that all delivered units are brand new, complete, and free from defects in materials and workmanship. A warranty period of one (1) year from the date of installation shall cover any manufacturing defects.

Scope of Warranty. This warranty covers manufacturing defects and hardware failures not caused by external factors. It does not cover damages resulting from misuse, mishandling, unauthorized modifications, natural disasters, power surges, or other causes beyond the Supplier's control.

Replacement and Repair Policy. Any unit found defective within the warranty period, provided no misuse or unauthorized modification is proven, shall be repaired or replaced within seven (7) calendar days upon receipt of a formal written notification from the Purchaser.

Technical Support Services. The Supplier shall provide technical support services for the entire duration of the warranty period. Technical support shall be available 24/7 remotely through phone, email, or other agreed-upon communication channels.

Response Time Commitments. The Supplier shall acknowledge technical support requests within two (2) hours and provide a resolution or action plan within twenty-four (24) hours from the time of notification.

On-Site Support Provision. On-site technical support services may be provided upon request for critical issues, subject to scheduling and additional charges, unless otherwise specified in the contract.

Extended Warranty Option. The Purchaser may opt to extend the warranty period, subject to additional terms and charges as agreed upon by both parties.

Spare Parts and Replacement Availability. The Supplier guarantees the availability of spare parts and compatible replacement units for a minimum of two (2) years after the warranty period.

Escalation Process. Unresolved technical issues may be escalated to the Supplier's technical management for expedited handling and resolution.

6. MODE OF PAYMENT

The CASURECO II agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

50% of the Contract Price shall be processed upon full delivery and installation of the (Name of Supplier), and the other 50% upon issuance of the end-user's Certificate of Completion and Acceptance within sixty (60) days after complete delivery and installation.

7. DELIVERY PERIOD

The SUPPLIER shall deliver the items and the COOPERATIVE shall take possession of the same, at the COOPERATIVE's premises (either in person or through a third party within thirty (30) calendar days after receipt of Purchase Order and Notice to Proceed). It is the SUPPLIER'S duty to ensure that the items are delivered in good condition without defects or any traces of mishandling or deterioration.



**8. PERFORMANCE SECURITY**

The Supplier shall file a performance security in the form of cash, cashier’s check, manager’s check, or letter of credit issued by a universal or commercial bank to CASURECO II in the amount of 5% of the contract price, to ensure the faithful and satisfactory compliance of all the Supplier’s obligations under this Contract.

This security shall answer for any and all damages and losses that may be suffered by CASURECO II as a result of the failure of the Supplier to perform any of its obligations under this Contract. This security shall be released by CASURECO II at the expiration or termination of this Contract, provided that there are no pending claims filed against the Supplier and/or the surety company.

**9. LIQUIDATED DAMAGES**

In case of breach of contract, the amount of liquidated damages shall be at least equal to 1/10 of 1% (.01%) of the cost of the undelivered portion of the contract, for every day of delay in the delivery. Once the cumulative number of liquidated damages reaches ten percent (10%) of the contract amount, the contract shall be rescinded without prejudice to other courses of action and remedies to be undertaken by the COOPERATIVE.

Liquidated damages which are due and demandable to the COOPERATIVE shall be deducted from any payment due to the contractor.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).



Acknowledgment

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

BEFORE ME, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 personally  
appeared the following with their respective competent evidence of identity (“CEI”), to wit:

Name	CEI	Date Issued/Expiry

Known to me to be the same person who executed the foregoing Contract and who  
acknowledge to me that the same is their free and voluntary act and deed and of the Company  
they respectively represent.

This contract for the Supply, Delivery, and Installation of Vehicle Tracking System with  
One (1) Year Subscription, was signed by the Parties, and signed/initialed by their witnesses on  
each and every page thereof.

WITNESS MY HAND AND SEAL on this date and place above mentioned.

NOTARY PUBLIC

Doc No. \_\_\_\_\_  
Page No, \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2025