



Republic of the Philippines
Department of Education



DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines
Trunkline: (02) 632-13-61 / website: <http://www.deped.gov.ph>

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF EDUCATION

CONTRACT

PROJECT : **Supply, Testing and Delivery of Service Vehicles for the DepEd Engineers/Architects and Selected Schools Division Offices (SDOs)**

CONTRACT NO.: **2019-05-AdmS4(001)&AdmS2(012)-BI-CB003-C017**

THIS CONTRACT made and entered into this 25 day of SEP 2019, 2019 by and between the **Department of Education**, located at DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its **Secretary, LEONOR MAGTOLIS BRIONES**, hereinafter called the "**Purchaser**" of the one part, and the **CARWORLD, INC.**, represented herein by its Vice President- Sales & Marketing, **ROSANA C. ALCAZAR**, with Office address at Jose Abad Santos Avenue, San Fernando City, Pampanga, hereinafter called the "**Supplier**" of the other part;

WHEREAS, the **Purchaser** invited Bids for certain goods and ancillary services as stated in above Project, passed and approved Resolution to Award No. 2019-05-AdmS4(001)&AdmS2(012)-BI-CB-003, and, therefore, accepted a bid by the **Supplier** for the supply of those goods and services in the sum of **Philippine Pesos ONE HUNDRED THIRTY-TWO MILLION AND 00/100 (PhP132,000,000.00) ONLY**, inclusive of VAT, hereinafter called the "**Contract Price**":

Lot	Item	Quantity	Unit of Measure	Amount (PhP)
1	Service Vehicle	88	Units	132,000,000.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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, be read and construed as part of this Contract, viz.:
 - a. **Purchaser's** Notice of Award;
 - b. Performance Security;
 - c. Bid Form and Price Schedule submitted by the Bidder;
 - d. General Conditions of Contract;
 - e. Special Conditions of Contract;
 - f. Technical Specifications;
 - g. Schedule of Requirements; and

ARTHUR L. SALAZAR
SUPPLIER'S WITNESS

ROSANA C. ALCAZAR
SUPPLIER

ANNABELLE R. PANGAN
PURCHASER'S WITNESS

LEONOR MAGTOLIS BRIONES
PURCHASER

h. Bid Bulletin No. 1 dated June 3, 2019 and Bid Bulletin No. 2 dated June 14, 2019;

3. The Goods and Services referred to in this Contract shall be delivered to the Project Site/s within one hundred eighty (180) calendar days, from the date of receipt of the Notice to Proceed (NTP) by the **Supplier**;
4. In consideration of the Contract Price mentioned herein to be paid by the **Purchaser** to the **Supplier**, the **Supplier** hereby covenants, unto the **Purchaser**, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
5. The **Purchaser** hereby covenants to pay the **Supplier** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract

Schedule of Payment:

The method and conditions of payment, to be made to the Supplier through the Government disbursement procedure within sixty (60) days from submission of documents under this contract, shall be as follows:

Progress Payments: Payment shall be made on the basis of per unit contract cost of the actual deliveries. Payment shall be made within sixty (60) days after the date of acceptance of the Goods at the project site and upon submission of the documents (i) to (viii) specified in SCC for GCC Clause 6.2, on best effort basis;

6. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to 1% of every progress payment, or a special bank guarantee in the amount equal to one percent (1%) of the Contract Price as required under Section 62 of RA 9184 and its IRR.

The retention money or special bank guarantee shall be released only at the lapse of the warranty in SCC Clause 17.3;

7. The **Supplier** shall be liable for damages for the delay in its performance of the Contract and shall pay the **Purchaser** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the **Purchaser**. The **Purchaser** shall deduct the liquidated damages from any money due or which may become due to the **Supplier**, or collect from any of the securities or warranties posted by the **Supplier**, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the **Purchaser** may rescind or terminate the Contract, consistent with Section 68 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184 or the "Government Procurement Reform Act", without prejudice to other courses of action and remedies available to it;


ARTHUR I. SALAZAR
SUPPLIER'S WITNESS


ROSANA C. ALCAZAR
SUPPLIER



R. PANGANI
S WITNESS


LEONOR MAGTOLIS BRIONES
PURCHASER

8. In case of conflict or dispute between the Parties arising from this Contract, the parties shall make efforts to resolve amicably such conflict or dispute. Should the Parties fail to reach an amicable settlement of their dispute, the Parties, without prejudice to the available remedies under RA 9184 and its IRR, may submit to arbitration, in accordance with governing laws and regulations.

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

SIGNED, SEALED AND DELIVERED BY:




LEONOR MAGTOLIS BRIONES
Secretary
Purchaser

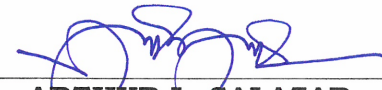


ROSANA C. ALCAZAR
VP-Sales & Marketing
CARWORLD, INC.
Supplier


SIGNED IN THE PRESENCE OF:



ANNABELLE R. PANGAN
Chief
Education Facilities Division
Purchaser's Witness



ARTHUR L. SALAZAR
Authorized Representative
CARWORLD, INC.
Supplier's Witness

Funds Available: ₱ 132,000,000 ✓

MA. RHUNNAL L. CATALAN

Chief Accountant
Sub 9/10
17.9.10.19


ARTHUR L. SALAZAR
SUPPLIER'S WITNESS

REPUBLIC OF THE PHILIPPINES) S.S.
PASIG CITY, METRO MANILA)

A C K N O W L E D G E M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this ___ day of SEP 25 2019 20___, personally appeared:

GOVERNMENT-ISSUED IDENTIFICATION CARD

NAME	Number
<u>LEONOR MAGTOLIS-BRIONES</u> Secretary Purchaser	Passport No.: P0132248A Expiry Date: 31 Aug. 2021 Issued: 01 Sept. 2016
<u>ROSANA C. ALCAZAR</u> VP- Sales & Marketing Carworld, Inc. Supplier	Gov't Issued ID: Expiry Date: 27 Sep 20 Passport No.: EC5520490 Issued: 28 Sep 15


ROSANA C. ALCAZAR
SUPPLIER

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

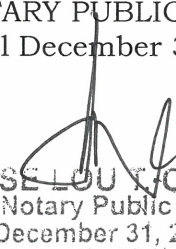
The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), including this page on which the acknowledgement is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.


ANNABELLE R. PANGAN
PURCHASER'S WITNESS

NOTARY PUBLIC
Until December 31, 20__

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Book No. XXXVII
Series of 279


DENEESSE LOU T. CORTEZ
Notary Public
Until December 31, 2020
Notarial Commission No. 32-19 / 12/21/2018
IBP No. 056011 / 12/4/2018 / CSFP
PTR No. 2495160B / 1/3/2019 / CSFP
Roll of Attorney's No. 59452
CLE Compliance No. 11-0011592/4/15/2019-2022 / Pasig City


LEONOR MAGTOLIS BRIONES
PURCHASER