



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



PROJECT:

**Supply, Testing and Delivery of Service Vehicles for the DepEd Engineers/Architects and Selected School Division Offices (SDOs) (Rebid) (Lot No. 2)**

CONTRACT NO.:

**2019-05-AdmS4(001)&AdmS2(012)-BI-CB-003a-C100**

**PURCHASER-SUPPLIER AGREEMENT**

**DEC 27 2019**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of  
\_\_\_\_ **2019** by and between:

The **DEPARTMENT OF EDUCATION**, through the Education Facilities Division, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Authorized Representative, Undersecretary for Administration, **ALAIN DEL B. PASCUA**, as per Department Order No. 67, s. 2016 (hereinafter referred to as the **"Purchaser"**) of the one part;

- And -

**TOYOTA OTIS, INC.**, represented herein by its Authorized Representative, **MARCO O. ALOÑA**, with office address at #1170 Paz M. Guanzon St., Paco, Manila, Philippines, (hereinafter referred to as the **"Supplier"**) of the other part.

WHEREAS, the **Purchaser** posted and invited bids for certain goods and ancillary services, viz, "Supply, Testing and Delivery of Service Vehicles for the DepEd Engineers/Architects and Selected School Division Offices (SDOs)" (Rebid) (Lot No. 2) consisting of one (1) lot and received bids for Lot No. 2; **Purchaser** opened, read, evaluated the bids and declared the **Supplier** as the bidder having the lowest calculated responsive bid for the project.

WHEREAS, the **Purchaser** passed and approved Resolution to Award No. 2019-05-AdmS4(001)&AdmS2(012)-BI-CB-003a in favor of Toyota Otis, Inc., for Lot No. 2, in the sum of **PHILIPPINE PESOS ONE HUNDRED FORTY-FIVE MILLION, THREE HUNDRED THIRTY-ONE THOUSAND, TEN and 00/100 (PhP 145, 331, 010.00) ONLY**, (hereinafter called the **"Contract Price"**).

**NOW, THEREFORE, PREMISES CONSIDERED**, the parties hereby agree as follows:

  
SUPPLIER's Witness

  
MARCO O. ALONSO  
SUPPLIER

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;

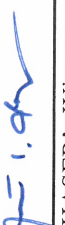
2. The following documents shall be deemed to form, be read and construed as part of the Contract:


- a) Resolution to Award No. 2019-05-AdmS4(001)&AdmS2(012)-BI-CB-003a dated 23 December 2019 and all its attachments;
- b) Notice of Award;
- c) Performance Security;
- d) Bid Form and Price Schedule submitted by the Bidder;
- e) Schedule of Requirements;
- f) Technical Specifications;
- g) General Conditions of the Contract;
- h) Special Conditions of the Contract;
- i) Bid Bulletin Nos. 1 and 2, dated 28 October 2019 and 5 November 2019, respectively;
- j) Testing Procedure

3. The items shall be delivered within one hundred eighty (180) calendar days from the date of receipt of the **Supplier** of the Notice to Proceed (NTP).


4. The **Supplier** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of the **Purchaser**, and shall be forfeited in the event it is established that the **Supplier** is in default of any of its obligation under the contract. The performance security shall be in force and effect until thirty (30) days from issuance by the **Purchaser** of the Certificate of Final Acceptance and must be co-terminus with the Project. For this purpose, the **Supplier** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from the **Purchaser**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;

5. In consideration of the **Contract Price** mentioned herein to be paid by the **Purchaser** to the **Supplier**, the **Supplier** hereby covenants to provide all of the incidental and additional services as specified in Section VII – Technical Specifications, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;


  
PURCHASER's Witness


  
ALAIN DELB. PASCUA  
PURCHASER



  
\_\_\_\_\_  
SUPPLIER's Witness

  
\_\_\_\_\_  
MARCO O. ALAÑA  
SUPPLIER

  
\_\_\_\_\_  
PURCHASER's Witness

  
\_\_\_\_\_  
ALAIN DEL B. PASCUA  
PURCHASER

6. The **Supplier** hereby covenants to provide all of the materials, notifications, and information pertaining to spare parts manufactured or distributed by the **Supplier**, such as but not limited to the spare parts as the **Purchaser** may elect to purchase from the **Supplier**, provided that this election shall not relieve the **Supplier** of any warranty obligations under this **Agreement**;
7. The **Supplier** hereby covenants to provide advance notification to the **Purchaser** in the event of termination of production of the spare parts, in sufficient time to permit the **Purchaser** to procure needed requirements and to furnish, at no cost, to the Purchaser, the blueprints, drawings, and specifications of the spare parts, upon request by the **Purchaser**;
8. Goods delivered with defects or non-compliant with the required specifications shall be rejected by the **Purchaser** and replaced by the **Supplier**. The **Purchaser** shall have the option to inspect the **Supplier's** premises covered by the contract, at any time or stage of contract implementation, to monitor and assess **Supplier's** capacity to discharge its contractual obligations;
9. The **Supplier** shall deliver the goods to the Project Site as defined in Section VI. Schedule of Requirements. Goods delivered to another project site other than DepEd – Central Office without the **Purchaser's** authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the **Agreement**;
10. The procured goods or items contemplated under this **Agreement** shall be inspected and/or tested by the **Purchaser** either prior to delivery, at the **Supplier's** premises, or at the delivery sites, or both, in accordance with the provisions of Special Conditions of Contract, the Schedule of Requirements, the Inspection and Acceptance Protocol or otherwise indicated in other parts of the bidding documents;
11. In case the **Supplier** encounters condition(s) impeding timely delivery of the goods, the **Supplier** shall notify the **Purchaser** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done as soon as circumstances providing justification



SUPPLIER's Witness

for such requests have become apparent. **Supplier** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;

12. The **Contract Price** shall be paid to the **Supplier** through the Government disbursement procedures as follows:

12.1. Upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract;

12.2. Payment shall be made on the basis of per unit 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 specified in SCC for GCC Clause 6.2, on best effort basis.

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

13. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a Special Bank Guarantee in the amount equal to at least one percent (1%) of the Contract Price as required under Section 62 of R.A. 9184 and its revised IRR;

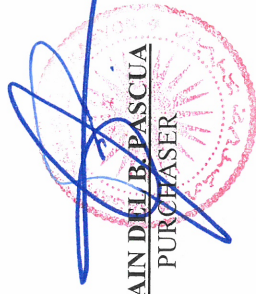
14. The **Supplier** shall be liable for the damages for the delay in its performance of the Contract and shall pay the **Purchaser** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every 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 to the **Purchaser**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **Purchaser** may, at its option, and taking into account the greater advantage to the government, rescind the **Agreement**, without prejudice to other causes of action and remedies open to the **Purchaser**;



MARCO O. ALONIA  
SUPPLIER



PURCHASER's Witness



ALAIN DEL B. PASCUA  
PURCHASER



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

SIGNED, SEALED AND DELIVERED BY:

**ALAIN DEL B. PASCUA**  
Undersecretary  
Authorized Representative  
PURCHASER

**MARCO O. ALOÑA**  
Authorized Representative  
SUPPLIER

SIGNED IN THE PRESENCE OF:

Purchaser's Witness

**ENGELBERT D. MANDILAG**  
Supplier's Witness

APPROVED BY:

**LEONOR MAGTOLIS BRIONES**  
Secretary

CERTIFIED FUNDS AVAILABLE: ₱145,331,010.17

**MA. RHUNNAL CATALAN**  
Chief Accountant

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for MANILA,  
Philippines, this DEC 27 2019 day of \_\_\_\_\_ 2019 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)

**ALAIN DEL B. PASCUA**

Undersecretary  
Authorized Representative  
PURCHASER

**MARCO O. ALOÑA**

Authorized Representative  
SUPPLIER

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

The foregoing instrument is a PURCHASER-SUPPLIER AGREEMENT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment 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.

Doc. No. 493;  
Page No. 99;  
Book No. LXXVII  
Series of 2019.

**NOTARY PUBLIC**

**ATTY. LEONARDO A. SARMIENTO III**  
NOTARY PUBLIC FOR MANILA  
ROLL OF ATTY. NO. 55618  
PTR NO. 8021491/01-03-19/ FOR 2019 MLA  
IBP NO. 1069974/11/17/17 FOR MLA  
NOTARIAL COMM. NO. 2018-048  
VALID UNTIL DEC. 31, 2019  
MCLE NO. VI-0022748/04/02/2019  
517 LAKANDULA ST. TDO. MLA.