



Republic of the Philippines
Department of Education
Cordillera Administrative Region

Witness for Supplier

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023 between:

DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED- CAR), a government agency duly organized and existing under the laws of the Republic of the Philippines with principal address at Wangal La Trinidad, Benguet represented herein by ESTELA P. LEON- CARIÑO EdD, CESO III, Director IV/ Regional Director referred to as the **"PROCURING ENTITY"**.

-and-

"TOYOTA BAGUIO CITY" a corporation duly organized and existing and by virtue of the laws of the Philippines with principal office address at Purok 6, Bokawkan Road, Padre Burgos Baguio City represented herein by its Authorized Representative **CZARRICH BRIANSLY S. TIONG**, herein referred to as the **"SUPPLIER"**

WITNESSETH

WHEREAS, "THE ENTITY" invited Bids for Certain goods and ancillary services, particularly the **SUPPLY AND DELIVERY OF MOTOR VEHICLES FOR DEPED-CAR** and has accepted a bid by the **"SUPPLIER"** for the supply of those goods and services in the sum of **ONE MILLION THREE HUNDRED EIGHTY- SIX THOUSAND SEVEN HUNDRED PESOS (P 1,386,700.00)** hereinafter called "THE CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the Conditions of Contract hereinafter referred to;
 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - 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. Performance Security;


CZARRICH BRIANSLY S. TIONG
Authorized Representative


MAKSIM A. BOTILAS
End User


ESTELA P. LEON-CARIÑO
Regional Director, DepEd- CAR


- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. The contract duration or completion period shall be within **90 Calendar days from the date of receipt of the Notice to Proceed;**
4. In consideration for the sum of **ONE MILLION THREE HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED PESOS (P 1,386,700.00)** or such other sums as may be ascertained, "**SUPPLIER**" agrees to provide the following goods and services in accordance with his/her/its Bid:

Item No.	Specification	unit	Qty
1.	Motor Vehicle (AUV/ MPV) three (3) years LTO Registered Warranty Coverage: 1 year or 100,000 kms. Whichever comes first	Unit	1

5. The SUPPLIER shall be liable for LIQUIDATED DAMAGES for the delay in its performance in the amount equal to one-tenth of one percent (0.001) of the cost of the goods scheduled for delivery for every day of delay until the goods are finally delivered and accepted by the PROCURING ENTITY. DepEd Shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any warranties or securities posted by the Supplier, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
6. The DepEd- CAR agrees to pay the above-mentioned sum upon full delivery of the above listed items.


IN WITNESS whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.


ESTELA P. LEON- CARIÑO
 Director IV
 DepEd-CAR Regional Office


CZARRICH BRIANSLY S. TIONG
 Authorized Representative

WITNESSES:


MAKSIM A. BOTILAS
 End User



 Supplier's Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:


CORAZON B. WALCIEN
 Accountant III


ERNIELY D. GODOY
 Budget Officer V

DONE: Baguio City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Baguio City, Philippines, this day of DEC 27 2023, 2023 personally appeared:

Name	Proof of Identity
ESTELA P. LEON-CARIÑO	TIN 147-466-799
CZARRICH BRIANSLY S. TIONG	TIN 298-072-829

Exhibited to me competent evidence of their identities written beside their names, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This Contract consisting of four (4) pages including the page on which this acknowledgment is written, have been signed by the parties and their instrumental witnesses on each and every page hereof.

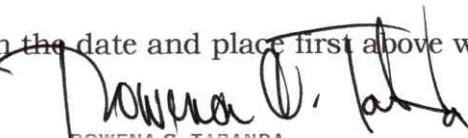
WITNESS MY HAND AND SEAL on the date and place first above written.

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Series of 2023.


 ROWENA C. TABANDA
 Notary Public
 Until December 31, 2024
 W.A. No. 161-NC-22-R
 PTR No. 5909274/12.01.22/Baguio
 IBP Lifetime No.6071 Baguio-Benguet
 Roll No. 39317
 Rm.4 Laperal Building
 Session Road, Baguio City

Witness for Supplier


CZARRICH BRIANSLY S. TIONG
Authorized Representative


MAKSIM A. BOTILAS
End User


ESTELA P. LEON-CARIÑO
Regional Director, DepEd- CAR