



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

July 20, 2023

MS. JOAN TULIAO
Marketing Professional
TOYOTA ABAD SANTOS
2210 Jose Abad Santos Ave., Manila

NOTICE OF AWARD

Dear Ms. Tuliao:

Finding the quotation you offered for the PROCUREMENT OF SERVICE VEHICLE - AIRCON PASSENGER VAN OF DEPED NCR NEAP with a total amount of **One Million Seven Hundred Eleven Thousand Six Hundred Pesos (Php1,711,600.00)**, this procurement is hereby awarded to you.

Kindly affix your signature on the space provided for below to indicate your formal acceptance.

Very truly yours,

WILFREDO E. CABRAL, CESO III
Regional Director

CONFORME:

Name & Signature:

Date:


JOAN C. TULIAO

August 23, 2023





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

July 21, 2023

MS. JOAN TULIAO
Marketing Professional
TOYOTA ABAD SANTOS
2210 Jose Abad Santos Ave., Manila

NOTICE TO PROCEED

Dear Ms. Tuliao:

With the Contract issued for the PROCUREMENT OF SERVICE VEHICLE - AIRCON PASSENGER VAN OF DEPED NCR NEAP, you are advised to proceed upon receipt of this Notice, in accordance with the terms and conditions of the Order.

You are advised to send details as to the bank's name, address & account number, TIN number and the date of incorporation/birthday. Then, upon receipt of payment, you shall submit the Official Receipt (OR) to the Cashier's Office within five (5) days.

Very truly yours,

WILFREDO E. CABRAL, CESO III
Regional Director

CONFORME:

Name & Signature: _____

Date: _____

Jv
JOAN C. TULIAO



CONTRACT

FOR THE PROCUREMENT OF SERVICE VEHICLE - AIRCON PASSENGER VAN FOR DEPED NCR NEAP

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

DEPARTMENT OF EDUCATION with office address at Misamis Street, Bago Bantay, Quezon City represented herein by its **Regional Director, WILFREDO E. CABRAL, CESO III** hereafter referred to as the **Procuring Entity**;

and

TOYOTA ABAD SANTOS with office address at 2210 Jose Abad Santos Ave., Manila, herein represented by its **Marketing Professional, JOAN TULIAO** hereafter referred to as the **Supplier**;

The Procuring Entity and the Supplier shall be collectively called "**PARTIES**";

WITNESSETH:

WHEREAS, the **Procuring Entity** authorized the procurement of Service Vehicle - Aircon Passenger Van of DepEd NCR NEAP with an ABC of Php1,724,000.00.

WHEREAS, the invitation to bid (ITB) was first posted on the PhilGEPS, Bulletin Board and Website on April 13, 2023. However, no bids were submitted.

WHEREAS, the second invitation to bid was posted on May 20, 2023, still no bids were received;

WHEREAS, in view of the two failed biddings, the Bids and Awards Committee (BAC) undertook the procurement through Negotiated Procurement pursuant to Section 53.1 of the revised IRR of RA9184;

WHEREAS, request for quotation were sent to prospective suppliers/bidders and per evaluation of the BAC, the bid of the **Supplier** (Toyota Abad Santos) has been found and declared as the lowest calculated quotation on the same specifications of the required vehicle for a bid amount of Php1,711,000.00;

WHEREAS, on July 20, 2023, the Bids and Award Committee through BAC Resolution No. 28, s. 2023 recommended award of contract to the Supplier;

WHEREAS, on July 20, 2023, the Regional Director as Head of the Procuring Entity approved the recommendation of the BAC to award the contract to the **Supplier** and on the same date issued a Notice of Award to the **Supplier**;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agrees and bind themselves as follows;

**Article I
GENERAL PROVISION**

This Contract shall be for the procurement of Service Vehicle - Aircon Passenger Van of DepEd NCR NEAP.

**Article II
OBLIGATION OF THE SUPPLIER**

1. The Supplier shall supply the Service Vehicle - Aircon Passenger Van of DepEd NCR NEAP as quoted in compliance with the terms and conditions of this agreement;
2. The Supplier shall supply to DepEd NCR NEAP a brand new Service Vehicle - Aircon Passenger Van, as quoted, with the approved specifications, to wit:

Engine Type 4 Cylinders
Diesel, In-Line Type 16 Valve DOHC
Fuel Capacity - 70L
Power Transmission - 6 Speed Manual Transmission
Front Break/Rear Brake - Ventilated Discs/ Drum
Tires - 215/70 R16 C
Wheels - 7J x 16

3. The period to supply the Service Vehicle - Aircon Passenger Van is **thirty (30) days** upon receipt of the Notice to Proceed;

**ARTICLE II
TERMS OF PAYMENT**

1. The Procuring Entity shall pay to the Supplier the total amount of **One Million Seven Hundred Eleven Thousand Six Hundred Pesos (Php1,711,600.00)** as purchase price of the vehicle.
2. Payment shall be made after the acceptance of the vehicle by the **Procuring Entity** (DepEd NCR NEAP Representative) and after submission of the **Statement of Billing Account** based on the contract price with all other documentary requirements by the Supplier.

**ARTICLE IV
AMENDMENTS**

Amendments or modification of any of the terms and conditions of this Agreement shall be valid and binding provided it is evidenced by a subsequent written Supplemental Memorandum of Agreement duly executed and signed by the respective authorized representatives of both parties.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

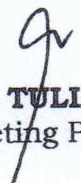
1. The parties are independent of each other and nothing in this Agreement shall be construed so as to constitute the parties as partners, joint ventures, agents, employees or representatives of the other for any purpose whatsoever.
2. If any part of this Agreement is declared unenforceable or void by a court of competent jurisdictions, the rest of the Agreement shall nevertheless remain in full force and effect.
3. No failure, omission or delay of any of the parties in exercising any of its rights, privileges and remedies hereunder shall operate as waiver thereof. No waiver or departure from the terms of this Agreement shall be valid and binding unless made in a written Supplemental Memorandum of Agreement and signed by the party's authorized representative.
4. It is stipulated and expressly understood that existing laws, rules, regulations in so far as not inconsistent or modified by the contract, shall form part and parcel of this Agreement.
5. In case of conflict arising from this Agreement, both parties shall agree to freely and voluntarily submit themselves to proper mediation and Arbitration proceedings pursuant to Presidential Decree No. 242 and other related laws on mediation and arbitration.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 21st day of July, 2023 at Quezon City, Philippines.

DEPED-NATIONAL CAPITAL REGION
By:

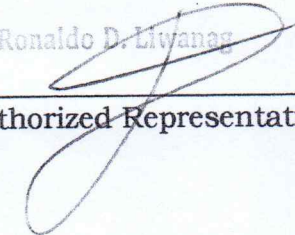
TOYOTA ABAD SANTOS
By:


WILFREDO E. CABRAL, CESO III
Regional Director


JOAN TULIAO
Marketing Professional

Signed in the presence of:


CRISTITO A. ECO
BAC Chairperson


Ronaldo D. Liwanag
Authorized Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) s.c.

MANILA

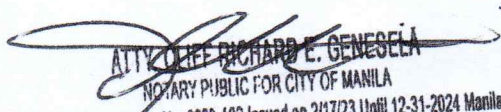
BEFORE ME, a Notary Public for and in _____ this _____, personally appeared the following:

Name AUG 23 2023 ID Number _____
WILFREDO E. CABRAL, CESO III _____
JOAN TULIAO _____

known to me to be the same persons who executed the foregoing instrument consisting of four pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

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

UDC. NO. 83
PAGE NO. 17
BOOK NO. 13
SERIES OF 29


ATTY. LIEF RICHARD E. GENESELA
NOTARY PUBLIC FOR CITY OF MANILA
Notarial Commission No. 2023-103 Issued on 2/17/23 Until 12-31-2024 Manila
IBP No. 100517 Issued on Oct. 25, 2021 Until Dec. 31, 2023 Pasig City/Roll No. 49008
PTR No. 0860850 Issued on Jan. 10, 2023 Until Dec. 31, 2023 Manila
MCLE No. VII-0022590 Issued on July 15, 2022 Until April 14, 2025
Office Add. Mezenin San Luis Bldg. 1008 Orosa St. Ermita, Manila