



## Contract Agreement Form for the Procurement of Goods (Revised)

### PROCUREMENT (REBIDDING) OF MOTOR VEHICLE FOR FY 2023/GOODS-2023-06

#### CONTRACT AGREEMENT

THIS AGREEMENT made the 2<sup>nd</sup> day of June 2023 between **PHILIPPINE SCIENCE HIGH SCHOOL - CALABARZON REGION CAMPUS, SITIO SAMPAGA WEST, BRGY. SAMPAGA, BATANGAS CITY** of the Philippines (hereinafter called "the Entity") of the one part and **TOYOTA BATANGAS CITY INC. of DIVERSION ROAD, BALAGTAS, BATANGAS CITY** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT (REBIDDING) OF MOTOR VEHICLE FOR FY 2023/GOODS-2023-06** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED PESOS AND 00/100 (PHP 1,498,400.00)** (hereinafter called "the Contract Price") within 60 calendar days from the receipt of the Notice to Proceed.

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 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;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

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- 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. In consideration for the sum of **ONE MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED PESOS AND 00/100 (PHP 1,498,400.00)** or such other sums as may be ascertained, **Toyota Batangas City Inc.** agrees to provide **MOTOR VEHICLE FOR FY 2023** in accordance with its Bid.
4. The **PHILIPPINE SCIENCE HIGH SCHOOL – CALABARZON REGION CAMPUS** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The **TOYOTA BATANGAS CITY INC.** agrees to abide by the provisions for liquidated damages in Section 68 and Annex E of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Updated as of 15 April 2023), which states that the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay for the procurement of goods, infrastructure projects, and consulting services. 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; and in Annex E, which states that "Once the contract duration expires, including any time extension duly granted, and the contractor refuses or fails to satisfactorily complete the work, the Procuring Entity shall impose upon the contractor in default liquidated damages." Other provisions on liquidated damages in Annex E 9.2 - 9.4.2 are covered.

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



Certificate No.: SCP0004200

*[Signature]*  
**JOSE M. ANDAYA, D.T.**  
 Campus Director

*[Signature]*  
**BRENDA MARY V. RAULE**  
 General Manager

for:

for:

Philippine Science High School –  
 CALABARZON Region Campus

Toyota Batangas City Inc.

SIGNED IN THE PRESENCE OF

*[Signature]*  
**MA. THERESA P. PAGULAYAN**  
 Chief, Finance and Administration Division  
 PSHS CALABARZON Region Campus

*[Signature]*  
**Neil Panaguiron**  
 Senior Marketing Professional

**Acknowledgment**

REPUBLIC OF THE PHILIPPINES )  
 ) s.s

Before me, a Notary Public for and in Batangas City, Philippines this  
June 2 2023, personally appeared:

Name	Government Issued ID No.	ID Type
DR. JOSE M. ANDAYA	N02-00-433955	Driver's License
BRENDA MARY V. RAULE	<u>D01-02-188692</u>	<u>Drivers License</u>

Both known to me to be the same person who executed the foregoing instrument and who acknowledged that such is their free and voluntary act and deed.

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

Doc. No. 16 ;  
 Page No. 12 ;  
 Book No. LP1 ;  
 Series of 123 .

*[Signature]*  
**RODOLFO G. LONTOK**  
 Notary Public  
 Until December 31, 2023  
 Adm. Matter No. 2021-101-R  
 PTR No. 4347719  
 Issued at Batangas City  
 Issued on January 5, 2023  
 IBP Lifetime Roll No. 00313  
 Roll of Attorneys No. 29327  
 AACLE Compliance No. VII-0011014  
 Issued on February 22, 2022

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