



PROJECT: Procurement of Fleet Vehicle
CONTRACT NO.: 2024c-AdmS1(005)-BIV-CB048- C313

CONTRACT

THIS CONTRACT is made and entered into this 27th day of December 2024 by and between the DEPARTMENT OF EDUCATION, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Administration, **ATTY. MEL JOHN I. VERZOSA**, as per DepEd Order No. 17, s. 2024, dated December 4, 2024 (hereinafter referred to as "DEPED"); and **DIAMOND MOTOR CORPORATION**, represented herein by its Branch General Manager, **ROBERT R. GAMBOA**, with office address at Marcos Highway near cor. MRR street, De la Paz, Cainta, Rizal (hereinafter referred to as "**DIAMOND**"), as per (Omnibus Sworn Statement/Secretary's Certificate) dated 29 November 2024 (hereto attached as Annex "A").

DEPED and **DIAMOND** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the **Procurement of Fleet Vehicle** consisting of **three (3)** lots, and received bids from prospective bidders for **Lot No. 1**; **DEPED** opened, read, and evaluated the bids and declared **DIAMOND MOTOR CORPORATION** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **DIAMOND** as the Lowest Calculated and Responsive Bid in the sum of **PHILIPPINE PESOS TWENTY-THREE MILLION, FOUR HUNDRED EIGHTEEN THOUSAND, FOUR HUNDRED SIXTY and 00/100 (Php23,418,460.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Qty	Unit	Amount (Php)
1	Sport Utility Vehicles (SUV) 4x2	13	Unit	23,418,460.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as 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 part of this Contract, viz:
 - a. Resolution to Award No. 2024c-AdmS1(005)-BIV-CB-048 dated December 19, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications and Terms of Reference;
 - iv. Bid Bulletin No. 1 dated November 25, 2024;

Bealled
 Waf Trika Balled
 DIAMOND's Witness

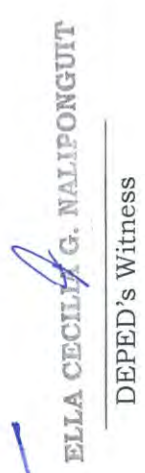
Gamboa
 ROBERT R. GAMBOA
 DIAMOND

Naliponguit
 ELLA CECILIA G. NALIPONGUIT
 DEPED's Witness

Verzosa
 ATTY. MEL JOHN I. VERZOSA
 DEPED


Mr. Trika Palled
DIAMOND's Witness


ROBERT R. GAMBOA
DIAMOND


ELLA CECILIA G. NALIPONGUIT
DEPED's Witness


ATTY. MEL JOHN I. VERZOSA
DEPED

- c. **DIAMOND's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **DIAMOND's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **DIAMOND** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. **DIAMOND** shall post a Performance Security within ten (10) calendar days from receipt of the NOA in the form and amount prescribed therein.

The Performance Security shall be posted in favor of **DEPED** and shall be forfeited in the event that it is established that **DIAMOND** is in default of any of its obligations under this Contract. **DIAMOND** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary and without the need for prior notice of instruction from **DEPED**, 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.

Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition or alteration affects any materials information or feature of the document.

4. The goods referred to in this Contract shall be delivered within **sixty (60) calendar days from receipt of the Notice to Proceed (NTP)**. **DIAMOND** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B", as amended by Bid Bulletin No. 1 dated 25 November 2024, and made an integral part hereof. The delivery terms applicable under this Contract shall be DDP (Duties Delivered Paid) in accordance with INCOTERMS.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED's** authorized receiving personnel is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to item 16 of this Contract.

5. **DEPED** shall have the right to visit and inspect **DIAMOND's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **DIAMOND's** capacity to discharge its contractual obligations.

6. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at no extra cost to **DEPED**, at any time or stage of contract implementation. Prior to and for the purposes of inspection, **DIAMOND** shall ensure convenient access to the goods for inspection. **DIAMOND** shall assign personnel to undertake the handling,

unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of goods prior to, during, and after inspection.

7. The goods shall be inspected by the designated Inspectorate Team prior to delivery or Pre-delivery Inspection (PDI) in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the Bidding Documents. The PDI shall be made upon notice to the DepEd of the readiness of the goods for inspections.

DIAMOND shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or PDI. Any request for inspection or PDI shall be done in writing, and contain the following information:

- a. Project Title
- b. Contract Number
- c. Total Contract Price
- d. Date and Time of Inspection
- e. Inspection Site; and
- f. Items for Inspection.

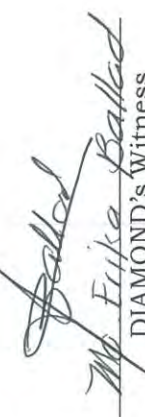
The request for inspection or PDI shall be addressed to the Contract Management Division (CMD) and must be submitted through email at procms.cmd@deped.gov.ph.

Pre-delivery and Pre-implementation Conference, where applicable, shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.

8. The goods must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee, and as amended by the subsequently issued Bid Bulletin, based on the samples submitted by **DIAMOND** and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
9. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected orally or in writing, by **DEPED** and replaced by **DIAMOND** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.

Upon delivery of the goods to the delivery site, **DIAMOND** shall notify **DEPED** and present the following documents:

- a. Original and four copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount.
- b. Original and four copies delivery receipt/note, railway receipt, or truck receipt.
- c. Original and four copies of the Manufacturer's and/or Supplier's warranty certificate.


M. F. Ballad
DIAMOND's Witness


ROBERT R. GAMBOA
DIAMOND


ELLA CECILIA G. NALIPONGUIT
DEPED's Witness


ATTY. MEL JOHN I. VERZOSA
DEPED

d. Original and four copies of the certificate of origin (for imported Goods); Delivery receipt detailing number and descriptions of items received signed by the authorized receiving personnel.

10. In case **DIAMOND** encounters condition(s) impeding timely delivery of the goods, **DIAMOND** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension by **DIAMOND** shall be promptly done in writing as soon as the circumstances for such request have become apparent. **DIAMOND** must provide sufficient proof to support any request for work suspension and/or contract period extension.

11. **DEPED** accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and final acceptance by the authorized receiving personnel, as indicated under Item 1, Section V (Special Conditions of Contract) of the Philippine Bidding Documents, at the designated delivery site (DepEd Central Office).

12. The Contract Price for the goods shall include the prices charged by the **DIAMOND** for incidental services and shall not exceed the prevailing rates charged to other parties.

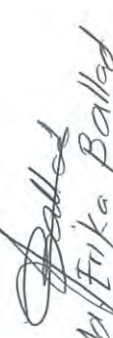
a. **DIAMOND** is required to provide the following services, including additional services, if any:

- i. Performance or supervision of on-site assembly and/or start-up of the supplied goods;
- ii. Furnishing of tools required for assembly and/or maintenance of the supplied goods.
- iii. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- iv. Performance or supervision or maintenance and/or repair of the supplied goods for a period of time agreed by the parties, provided that this service shall not relieve **DIAMOND** of any warranty obligation; and
- v. Training of the DepEd personnel at the **DIAMOND** plant and/or on-site in assembly, start-up, operations, maintenance and /or repair of the supplied goods.

b. Payment shall be made after the completion of delivery and upon submission of the supporting documents for payment processing as described in Clause 2.2 of the SCC within twenty (20) working days from receipt of the billing statement and issuance of the Inspection and Acceptance Report (IAC).

c. The submission of a Certificate of Acceptance, upon complete delivery and acceptance, shall be imposed as a condition precedent for full payment. The Certificate of Acceptance shall be issued in the following manner:

- i. The actual value of services rendered shall be based on the schedule of delivery and other relevant terms and conditions of the contract;


Mafrika Ballad
DIAMOND's Witness


ROBERT R. GAMBOA
DIAMOND


ELLA CECILIA G. NALIPONGUIT
DEPED's Witness


ATTY. MEL JOHN I. VERZOSA
DEPED

ii. There should be a Certification by the Service Provider, as approved by the duly authorized DepEd representative, that the required services have been rendered in accordance with the contract.

- d. Advance payment is not allowed.
- e. **DIAMOND** must submit the necessary documents to DepEd Accounting and End-user unit [Administrative Service – Asset Management Division (AS-AMD)] and the Contract Management Division of the Procurement Management Service, Central Office).

13. Payment shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to one percent (1%) of the payment or a Special Bank Guarantee in an amount equal to one percent (1%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.

- a. A warranty for three (3) years or 100,000 kilometers mileage whichever comes first on both parts and labor will be applied.
- b. **DIAMOND** shall correct manufacturing defects, repair or replace defective items within three (3) calendar days from the time a claim for such correction, repair or replacement is made and shall cover full replacement of defective items, free of charge, including labor, spare parts and materials. If the defect will render the goods unserviceable, the supplier shall immediately replace the same with a new unit within seven (7) days from written notice. A replacement must be of the same branding specification and shall be installed prior to pull-out of the defective or unrepairable unit/s.
- c. **DIAMOND** shall make any and all necessary repairs, provided they fall within the scope of the warranty period.
- d. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the **DEPED** that the delivered Goods have been duly inspected and accepted (i.e., final acceptance).

14. In case **DIAMOND** opts for retention money, the amount shall be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition or alteration affects any materials information or feature of the document.

15. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act (RA) No. 10173, otherwise known as the “Data Privacy Act of 2012” and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even

after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

16. **DIAMOND** shall be liable for liquidated damages 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 **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **DIAMOND** or collect from any of the securities or warranties posted by **DIAMOND**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
17. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such a dispute not be resolved amicably, without waiving any recognized state privileges, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004" and its Implementing Rules and Regulations.


Myrika Pollad
DIAMOND's Witness


ROBERT R. GAMBOA
DIAMOND


ELLA CECILIA G. NALIPONGUIT
DEPED's Witness


ATTY. MEL JOHN I. VERZOSA
DEPED

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

[Signature]
DIAMOND's Witness

SIGNED, SEALED AND DELIVERED BY:

ATTY. MEL JOHN I. VERZOSA
Undersecretary for Administration
DEPED *[Signature]*

[Signature]
ROBERT R. GAMBOA
DIAMOND MOTOR CORPORATION

SIGNED IN THE PRESENCE OF:

[Signature]
ROBERT R. GAMBOA
DIAMOND

[Signature]
ELLA CECILIA G. NALIPONGUIT
DEPED's Witness

[Signature]
Ma. Erika Ballad
BIDDER's Witness

CERTIFIED FUNDS AVAILABLE: *₱23,418,460.00*

[Signature]
MA. RHUNNA L. CATALAN

Chief Accountant
[Signature]

[Signature]
ELLA CECILIA G. NALIPONGUIT
DEPED's Witness

[Signature]
ATTY. MEL JOHN I. VERZOSA
DEPED

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines,
this ____ day of _____ 2024 personally appeared.

DEC 27 2024

NAME

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

ATTY. MEL JOHN I. VERZOSA
Undersecretary for Administration
DEPED

N04-03-498296

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of nine (9) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 512;
Page No. 109;
Book No. 2;
Series of 2024.

CARLO LESTER T. ANG
NOTARY PUBLIC FOR AND IN THE CITIES OF PASIG AND
IN MUNICIPALITIES OF PATEROS, METRO MANILA
APPOINTMENT NO. 115 (2024-2025)
COMMISSION EXPIRES ON DECEMBER 31, 2025
SUITES A & B 10TH FLOOR STRATA 100 BLDG.
F ORTIGAS, JR. ROAD, ORTIGAS CENTER PASIG CITY
PTR No. 0173804; 01-03-2024; Pasig City
IBP Lifetime No. 016911
Roll of Attorneys No. 69055

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines,
this ____ day of _____ 2024 personally appeared:

DEC 27 2024

NAME

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

ROBERT R. GAMBOA
Authorized Representative
DIAMOND MOTOR CORPORATION

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of nine (9) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 513;
Page No. 104;
Book No. 2;
Series of 2024.

CARLO LESTER Y. ANG
NOTARY PUBLIC FOR AND IN THE CITIES OF PASIG AND
IN MUNICIPALITIES OF PATEROS, METRO MANILA
APPOINTMENT NO. 115 (2024-2025)
COMMISSION EXPIRES ON DECEMBER 31, 2025
SUITES A & B 10TH FLOOR STRATA 100 BLDG.
ORTIGAS, JR. ROAD, ORTIGAS CENTER PASIG CITY
PTR No. 0173804; 01-03-2024; Pasig City
IBP Lifetime No. 016911
Roll of Attorneys No. 8995