



Republic of the Philippines  
(Republic Act No. 7611)

## PALAWAN COUNCIL FOR SUSTAINABLE DEVELOPMENT STAFF

### NOTICE OF AWARD

October 25, 2022

**EQUILAST INC.**

Represented by its Authorized Representative  
Ms. Perla C. Zamudio  
Unit 247 Cityland Pasong Tamo, Calle Estacion  
Pio del Pilar, Makati City

Dear Ms. Zamudio:


The Palawan Council for Sustainable Development Staff (PCSDS) is hereby awarding the contract for the procurement item with details below inclusive of all applicable taxes:

- a. Purchase Request No. : **PR No. 22-10-04-87**
- b. Procurement Title : **Repair and Maintenance - Motor Vehicles  
Tubeless Tires**
- c. Contract Amount : **Php 98,170.00**


You are therefore advised to post the required Performance Security (if applicable) and enter into contract with PCSDS within ten (10) calendar days from receipt of this notice. Failure to enter into contract shall constitute a sufficient ground for cancellation of this award.

Thank you.

Very truly yours,

  
**NIÑO REY C. ESTOYA, MNSA, CESE**  
Acting Executive Director and Head of Procuring Entity

Conforme:

  
Ms. Perla C. Zamudio  
Date: November 09, 2022

*Vision: Palawan, an innovative and dynamic global center of sustainable development.  
Mission: PCSDS as the driver of environmental conservation and inclusive development in Palawan,  
a biosphere reserve and science-for-sustainability site, guided by the Strategic Environmental Plan.*

**HEAD OFFICE:**

PCSD Building, Sports Complex Road  
Santa Monica Heights, Puerto Princesa City, 5300 Palawan, Philippines  
☎ (+6348) 434-4235 Trunkline • (+6348) 434-4234 Telefax  
Email: oed@pcsd.gov.ph • Website: www.pcsd.gov.ph | www.pkp.pcsd.gov.ph

## CONTRACT AGREEMENT

THIS AGREEMENT made this 27 October 2022 between Palawan Council for Sustainable Development Staff (PCSDS) (hereinafter called "the Entity") of the one part and Equilast Inc. of Unit 247 Cityland Pasong Tamo, Calle Estacion, Pio del Pilar, Makati City, Palawan, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly PR No. 22-10-04-87: 'Repair and Maintenance - Motor Vehicles (Tubeless Tires) and has accepted a quotation from the Supplier for the supply of those goods and services in the sum of Ninety-Eight Thousand, One Hundred Seventy Pesos (Php 98,170.00) (hereinafter called "the Contract Price").

### 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. Request for Quotation;
  - ii. Schedule of Requirements and Technical Specifications;
  - iii. Winning bidder's quotation, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Price Quotation Form, including all the documents/statements contained in the Bidder's quotation, 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 evaluation of quotation;

- 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. 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 Ninety-Eight Thousand, One Hundred Seventy Pesos (Php 98,170.00) or such other sums as may be ascertained, Equilast Inc. represented by Ms. Perla C. Zamudio agrees to supply PR No. 22-10-04-87: 'Repair and Maintenance - Motor Vehicles (Tubeless Tires) in accordance with his/her/its quotation.
  4. Goods and services will be delivered and/or performed by the Supplier within 30 days from receipt of the Notice to Proceed (NTP).
  5. The Entity agrees to pay the Supplier the above-mentioned sum in accordance with the terms of the Bidding and based on the actual goods and services delivered and/or performed as billed.

NIÑO REY C. ESTOYA, MNSA, CESE

MS. PERLA C. ZAMUDIO

6. In case of breach, the Supplier shall be liable to pay liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
7. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004"

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.

  
**NIÑO REY C. ESTOYA, MNSA, CESE**  
*Acting Executive Director*

for:

Palawan Council for Sustainable  
Development Staff (PCSDS)

  
**MS. PERLA C. ZAMUDIO**  
*Authorized Representative*

for:

Equilast Inc.

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )  
Puerto Princesa City )**

**BEFORE ME, this \_\_\_\_\_ at \_\_\_\_\_  
personally appeared NIÑO REY C. ESTOYA, MNSA, CESE and PERLA C.  
ZAMUDIO with their competent evidence of identity, all known to me and to me  
known to be the same persons who executed the foregoing instrument which they  
acknowledged to me to be their free and voluntary act and deed and that of the  
entities they respectively represent.**

**This instrument consisting of only three (3) page/s, including this page in  
which this Acknowledgement is written, duly signed by them and their instrumental  
witnesses.**

**WITNESS MY HAND AND SEAL.**

**Notary Public**

**Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2022;**



Republic of the Philippines  
(Republic Act No. 7611)

**PALAWAN COUNCIL FOR SUSTAINABLE DEVELOPMENT STAFF**

**NOTICE TO PROCEED**

October 28, 2022

**EQUILAST INC.**

Represented by its Authorized Representative  
Ms. Perla C. Zamudio  
Unit 247 Cityland Pasong Tamo, Calle Estacion  
Pio del Pilar, Makati City

Dear Ms. Zamudio:

This refers to the Notice of Award of procurement item with details listed below:

- a. Winning Bidder : **EQUILAST INC.**
- b. Purchase Request No. : **PR No. 22-10-04-87**
- c. Procurement Title : **Repair and Maintenance - Motor Vehicles  
Tubeless Tires**
- d. Contract Amount : **Php 98,170.00**

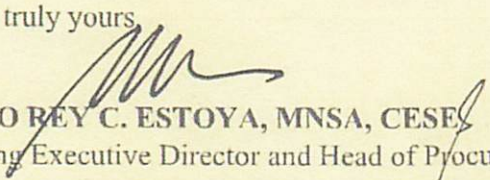
In relation thereto, notice is hereby given to the winning bidder that the implementation of the said project shall commence on the same day you have acknowledged the receipt of this Notice. You are expected to perform the terms and conditions stipulated in the attached Contract Agreement.

Please acknowledge receipt of this notice by signing at the portion provided below. Keep a copy and return the original copy to this Palawan Council for Sustainable Development Staff (PCSDS).

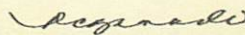
For further details, please contact the PCSDS-BAC Secretariat through the following contact details: (a) email: [bacpcsd@gmail.com](mailto:bacpcsd@gmail.com) and (b) Tel. No. (+48) 434-4235.

Thank you.

Very truly yours

  
**NIÑO REY C. ESTOYA, MNSA, CESE**  
Acting Executive Director and Head of Procuring Entity

Conforme:

  
Ms. Perla C. Zamudio  
Date: **November 09, 2022**

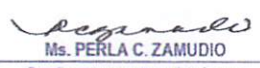
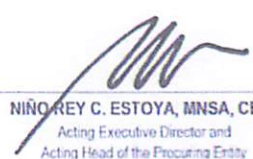
**Vision:** Palawan, an innovative and dynamic global center of sustainable development.  
**Mission:** PCSDS as the driver of environmental conservation and inclusive development in Palawan, a biosphere reserve and science-for-sustainability site, guided by the Strategic Environmental Plan.

**HEAD OFFICE:**

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**PURCHASE ORDER**

|  |           |                             |      |   |            |  |  |                                  |  |  |  |
|--|-----------|-----------------------------|------|---|------------|--|--|----------------------------------|--|--|--|
| 1  |           | Supplier/Provider           |      | Ms. PERLA C. ZAMUDIO<br>EQUILAST INC.                                     |            | 2  |  | P. O. No.                        |  | 20-10-61   |  |
|  |           | Address                     |      | Unit 247 Cityland Pasong Tamo, Calle Estacion, Pio del Pilar, Makati City |            |  |  | P.O. Date:                       |  | 29 October 2022  |  |
|  |           | Tel./Fax No.                |      | 09272479472   |            |  |  | P.R. No.                         |  | 22-10-04-87  |  |
|  |           | TIN                         |      | 009-005-416-000   |            |  |  | P.R. Date:                       |  | 30 September 2022  |  |
|  |           |                             |      |   |            |  |  | Mode of Procurement              |  | NP-Small Value Procurement   |  |
| 3  |           |                             |      |   |            |  |  |                                  |  |  |  |
| Gentlemen:   |           |                             |      |   |            |  |  |                                  |  |  |  |
| Please furnish this Office the following articles subject to the terms and conditions contained herein   |           |                             |      |   |            |  |  |                                  |  |  |  |
| Item No.   | Stock No. | Qty                         | Unit | Item Description  | Cost       |  |  |                                  |  |  |  |
|  |           |                             |      |   | Unit       | Total  |  |                                  |  |  |  |
|  |           |                             |      | <b>DMD-South</b>  |            |  |  |                                  |  |  |  |
| 1  |           | 5                           | PC   | Tire for Mitsubishi Pick-Up Truck (255 x 70 x16)<br>Tire Pattern: SU318   | P10,970.00 | P54,850.00   |  |                                  |  |  |  |
|  |           |                             |      | <b>EMED</b>   |            |  |  |                                  |  |  |  |
| 2  |           | 4                           | UNIT | Tubeless Tires (255/60R18 )<br>Tire Pattern: SU318                        | P10,830.00 | P43,320.00   |  |                                  |  |  |  |
|  |           |                             |      | -nothing follows-   |            |  |  |                                  |  |  |  |
| Total Amount in Words:   |           |                             |      |   |            |  |  | Total                            |  | P98,170.00   |  |
| Ninety-Eight Thousand, One Hundred Seventy Pesos   |           |                             |      |   |            |  |  | *Subject to Applicable Taxes     |  |  |  |
|  |           |                             |      |   |            |  |  | GROSS                            |  | P98,170.00   |  |
| 4  |           | Place of Delivery           |      | Puerto Princesa City, Palawan   |            | Delivery Term:   |  | <input type="checkbox"/> Pick-up |  | <input checked="" type="checkbox"/> - Deliver within 30 calendar days from receipt of PO |  |
|  |           | Date of Delivery/Completion |      |   |            | Payment Term:  |  | <input type="checkbox"/> - COD   |  | <input type="checkbox"/> - Days after issuance of monthly invoice                        |  |
| 5  |           |                             |      |   |            |  |  |                                  |  |  |  |
| Penalty Provision:   |           |                             |      |   |            |  |  |                                  |  |  |  |
| In case of failure to make the full delivery within the time specified above, a penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. |           |                             |      |   |            |  |  |                                  |  |  |  |
| Contorme   |           |                             |      |   |            | Very truly yours,  |  |                                  |  |  |  |
| <br>Ms. PERLA C. ZAMUDIO<br>Supplier signature over printed name<br>Date: <b>November 16, 2022</b>      |           |                             |      |   |            | <br>NIÑO REY C. ESTOYA, MNSA, CESE<br>Acting Executive Director and<br>Acting Head of the Procuring Entity |  |                                  |  |  |  |