NOTICE OF AWARD

17 JAN 2025

JENCEL TRADING & TIRE CARE CENTER
Represented by its Authorized Representative
Ms. Gema E. Ganea
Barangay San Pedro,
Puerto Princesa City, Palawan

Dear Ms. Ganea:

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. : **25-10-003**
b. Procurement Title : **Procurement of Preventive Maintenance Services for PCSDS Vehicles (FY 2025)**
c. Contract Amount : **Php 1,816,400.00**
d. Delivery Period : **Until 15 December 2025**

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,

ATTY. TEODORO JOSE S. MATTA, MNSA
Executive Director and Head of Procuring Entity

Conforme:

Ms. Gema E. Ganea
Date: 17 JAN 2025

Head Office:
PCSD Building, Sports Complex Road, Santa Monica Heights, Puerto Princesa City, 5300 Palawan, Philippines
Email: oed@pcsd.gov.ph
www.pcsd.gov.ph

(+6348) 434-4235 Trunkline
(+63) 931-964-2128 Enforcement
(+63) 970-302-8554 Front Desk
(+63) 966-639-5491 DMD Calamian
(+63) 956-720-2126 DMD North - Taytay
(+6348) 423-0182 DMD North - Roxas

CONTRACT AGREEMENT

C-25-10-003

THIS AGREEMENT made this JAN 20 2025 between Palawan Council for Sustainable Development Staff (PCSDS) (hereinafter called "the Entity") of the one part and Jencel Trading & Tire Care Center of San Pedro, Puerto Princesa City, Palawan (hereinafter called "the Service Provider") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly PR No. 25-10-003: Procurement of Preventive Maintenance Services for PCSDS Vehicles (FY 2025) and has accepted a Bid by the Service Provider for the supply of those goods and services in the sum of **One Million Eight Hundred Sixteen Thousand, Four Hundred Pesos (Php 1,816,400.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement and the official Bid Documents shall be complementary with each other and what one prescribes shall be prescribed by all. In case of discrepancy between this Agreement and the official Bid Documents, the official Bid Documents shall prevail.

2. This Agreement shall include all such items although not specifically mentioned that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

3. The Service Provider agrees to implement/perform the PR No. 25-10-003: Procurement of Preventive Maintenance Services for PCSDS Vehicles (FY 2025) in accordance with his/her/its Bid and in conformity with all the provisions of the contract.

4. The Service Provider undertakes to treat with strict confidentiality all the information that may come to its knowledge by virtue of this Agreement.

5. The Service Provider shall always perform its obligation in good faith and shall sign, execute and deliver all such documents and instruments and do all such acts, matter and things as shall be reasonably necessary to give full effect to this Agreement.

6. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

7. 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;

ATTY. TEODORO JOSE S. MATTA, MNSA

Ms. GEMA E. GANEA

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

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.**

8. In consideration for the sum of **One Million Eight Hundred Sixteen Thousand, Four Hundred Pesos (Php 1,816,400.00)** or such other sums as may be ascertained, Jencel Trading & Tire Care Center by Ms. Gema E. Ganea agrees to provide services to PCSDS as indicated in PR No. 25-10-003: Procurement of Preventive Maintenance Services for PCSDS Vehicles (FY 2025) in accordance with his/her/its Bid.

9. Goods and services will be delivered and/or performed by the Service Provider until 15 December 2025 or in accordance with the schedule agreed upon.

10. The Entity agrees to pay the Service Provider 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.

11. In case of breach, the Service Provider 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.

12. 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.

ATTY. TEODORO JOSE S. MATTA, MNSA
Executive Director and
Head of the Procuring Entity
ID No. _____
for:

Palawan Council for Sustainable Development Staff (PCSDS)

Ms. GEMA E. GANEA
Authorized Representative
ID No. DII-20-005207
for:

Jencel Trading & Tire Care Center

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Puerto Princesa City)

BEFORE ME, this JAN 20 2025 at PUERTO PRINCESA CITY personally appeared **ATTY. TEODORO JOSE S. MATTA, MNSA** and **Ms. GEMA E. GANEA** 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

ATTY. CRYSTAL LIZ P. BERNARDO
NOTARY PUBLIC/ROLL NO. 84841
PPC,ABORLAN,NARRA,CUTAYA,CUYO,MAGSAYSAY
NPL NO. 2025-007 UNTIL DEC. 31, 2026
IBP NO. 477575/NOVEMBER 18, 2024
PTR NO. 6926344/NOVEMBER 18, 2024
MCLE COMPLIANCE NO. VIII-0013748
VALID UNTIL APRIL 14, 2028

Doc. No. 9
Page No. 3
Book No. XVII
Series of 2025

ATTY. CRYSTAL LIZ P. BERNARDO NOTARY PUBLIC ROLL NO. 84841 PUERTO PRINCESA & PALAWAN, PHILIPPINES

"DOCUMENTARY STAMP TAX"
NO. 28562936
DATE CANCELLED 1-20-25

REPUBLIC OF THE PHILIPPINES
(REPUBLIC ACT NO. 7611)
PALAWAN COUNCIL FOR SUSTAINABLE DEVELOPMENT STAFF
KAWANIHAN NG SANGGUNIANG PALAWAN PARA SA PATULOY NA PAG-UNLAD

PCSDS

BAGONG PILIPINAS
unesco Biosphere Reserve

NOTICE TO PROCEED

20 JAN 2025

JENCEL TRADING & TIRE CARE CENTER
Represented by its Authorized Representative
Ms. Gema E. Ganea
Barangay San Pedro,
Puerto Princesa City, Palawan

Dear Ms. Ganea:

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

a. Winning Bidder : **JENCEL TRADING & TIRE CARE CENTER**
b. Purchase Request No. : **25-10-003**
c. Procurement Title : **Procurement of Preventive Maintenance Services for PCSDS Vehicles (FY 2025)**
d. Contract Amount : **Php 1,816,400.00**
e. Delivery Period : **Until 15 December 2025**

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 the 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 and (b) Tel. No. (+48) 434-4235.

Thank you.

Very truly yours,

ATTY. TEODORO JOSE S. MATTA, MNSA
Executive Director and Head of Procuring Entity

Conforme:

Ms. Gema E. Ganea
Date: 20 JAN 2025

Republic of the Philippines
Palawan Council for Sustainable Development Staff
BIDS AND AWARDS COMMITTEE
PCSD Bldg., Sports Complex Road, Brgy. Sta. Monica,
Puerto Princesa City, Palawan

Appendix 61

PURCHASE ORDER

1 Supplier/Provider	**Ms. GEMA E. GANEA**	2 P. O. No.	250103
	JENCEL TRADING & TIRE CARE CENTER	Date:	20 JAN 2025
Address	Barangay San Pedro, Puerto Princesa City, Palawan	P.R. No.	**25-10-003**
TIN		Mode of Procurement	**Competitive Bidding**

Suppliers/Contractors/Consultant:
Please furnish this Office the following articles subject to the terms and conditions contained herein:

3 Place of Delivery	PCSD Building, Sports Complex Road, Sta. Monica,Puerto Princesa City Palawan	Delivery Term:	Delivered at Place
Date of Delivery	Until 15 December 2025	Payment Term:	

Item No.	Stock/ Property No.	Unit	Item Description	Cost		
				Quantity	Unit	Total
			MITSUBISHI			
1		unit	Double Cab Pick-up B1-U341	12	₱13,000.00	₱156,000.00
2		unit	Double Cab Pick-up B3-M371	12	₱13,000.00	₱156,000.00
3		unit	Double Cab Pick-up B1-U342	8	₱9,800.00	₱78,400.00
4		unit	SUV B1-X052	4	₱9,500.00	₱38,000.00
5		unit	Double Cab Pick-up B1-E123	12	₱13,000.00	₱156,000.00
6		unit	Double Cab Pick-up B1-U343	8	₱9,800.00	₱78,400.00
7		unit	Double Cab Pick-up AAD 5076/NM 2300	8	₱9,800.00	₱78,400.00
8		unit	Double Cab Pick-up NM2292/AAD 5077	8	₱9,800.00	₱78,400.00
9		unit	Double Cab Pick-up NM2298/AAD 5067	8	₱9,800.00	₱78,400.00
10		unit	Double Cab Pick-up B1-U339	12	₱13,000.00	₱156,000.00
					sub-total	*₱1,054,000.00*
			NISSAN			
11		unit	Passenger Van F3-T714	8	₱9,500.00	₱76,000.00
12		unit	Double Cab Pick-up F3-J324	8	₱9,500.00	₱76,000.00
13		unit	Double Cab Pick-up F3-J340	12	₱11,300.00	₱135,600.00
					sub-total	*₱287,600.00*
			HYUNDAI			
14		unit	Passenger Van K1-B203	8	₱13,000.00	₱104,000.00
15		unit	Mini Bus K1-E925	4	₱12,000.00	₱48,000.00
					sub-total	*₱152,000.00*
			TOYOTA			
16		unit	Pick-up (Hilux) NHN 7811	8	₱9,800.00	₱78,400.00
17		unit	Pick-up (Hilux) NHN 7825	8	₱9,800.00	₱78,400.00
					sub-total	*₱156,800.00*
			Other Vehicles			
18		unit	Truck Cargo WJX 782	1	₱18,000.00	₱18,000.00
19		unit	Truck Cargo WEZ 797	1	₱18,000.00	₱18,000.00
20		unit	Ford Pick-up SAA 1588	1	₱90,000.00	₱90,000.00
21		set	Spare Parts	1	₱40,000.00	₱40,000.00
					sub-total	*₱166,000.00*
			-nothing follows-			

Total Amount in Words:
One Million Eight Hundred Sixteen Thousand, Four Hundred Pesos

Total: ₱1,816,400.00

4

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.

Conforme:

Ms. GEMA E GANEA
Supplier signature over printed name
Date: 20 JAN 2025

Very truly yours,

ATTY. TEODORO JOSE S. MATTA, MNSA
Executive Director and
Head of the Procuring Entity

for accounting use only

Fund Cluster:		**ORS/BURS No. :**	
Funds Available:		**Date of the ORS/BURS:**	
		Amount:	

JOSELITO A. ORDAS
Accountant III
Accountant