



Republic of the Philippines  
**Department Of Education**  
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

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April 26, 2023

**CALEX AUTO CARE CENTER**

FS. Pajares Ave. San Jose District, Pagadian City

SUBJECT: **NOTICE OF AWARD**

Dear Sir/Madam:

Please be informed that the contract for the "Procurement of service provider for the motor/service vehicles preventive maintenance and for possible minor/major repairs of DepEd Regional Office IX." with PR No. 2023 02 080 in the amount of Three Hundred Forty Two Thousand Five Hundred Seventy Four Pesos Only (PHP 342574.00) is hereby awarded to your establishment.

The quotation you have submitted was found to be the Single Calculated and Responsive Quotation and most advantageous to the government complying with all the requirements for eligibility.

Please affix your signature in the space provided below as indication of your acceptance of the award.

Very truly yours,

  
**DR. RUTH L. FUENTES, CESO IV**  
Regional Director

Conforme:

  
**CALEX AUTO CARE CENTER**

Date: MAY 5, 2023

ORD-BAC-NOA-2023 02 080



Address: President Corazon C. Aquino Regional Government  
Center, Balintawak, Pagadian City 7016  
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Email: [region9@deped.gov.ph](mailto:region9@deped.gov.ph)



CERTIFICATE NO.  
CP000499Q



Republic of the Philippines  
**Department of Education**  
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

**CONTRACT OF SERVICE PROVIDER FOR DEPED RO-IX OFFICIAL  
SERVICE VEHICLES REPAIR AND PREVENTIVE MAINTENANCE**

**THIS CONTRACT** made and entered into by and between the following:

**DEPARTMENT OF EDUCATION – RO IX**, a government agency created by virtue of the laws of the Philippines, with principal office located at Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, represented herein by its Regional Director, **DR. RUTH L. FUENTES, CESO IV**, herein after called the **“FIRST PARTY”**;

-and-

**CALEX AUTO CARE CENTER**, with principal address at F.S. Pajares Avenue, San Jose District, Pagadian City, represented herein by its Proprietor, **MR. CARL LEWIS L. AMOROSO**, hereinafter called the **“SECOND PARTY”**;

**WITNESSETH:**

**WHEREAS**, the FIRST PARTY intends to engage the services of a Service Provider duly authorized and with the capacity to maintain and repair its official service vehicles for the calendar year 2023;

**WHEREAS**, the FIRST PARTY through its Bids and Awards Committee, conducted a small value procurement of Service Provider for the Repair and Preventive Maintenance of its Service Vehicles and the bid of the SECOND PARTY in the total amount of **THREE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED SEVENTY FOUR PESOS (342,574.00)**, hereinafter called the **“Contract Price”**, was determined to be the lowest calculated and responsive quotation;

**WHEREAS**, the Notice of Award was issued to the Second Party on **April 26, 2023**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

**Article I**  
**GENERAL PROVISIONS**

1. The following documents shall form and be read and construed as part of this contract:



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**Contact Numbers:**  
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## Department of Education

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Annex A - Price Quotation Form

B - Technical Specifications and Schedule of Requirements

### Article II SCOPE OF SERVICES

#### 1.1 COMPONENTS OF SERVICE

1.1.1 Second Party shall provide supplies, personnel, equipment, tools, materials, and other items or services necessary to perform repairs and preventive maintenance of the service vehicles of the First Party;

1.1.2 The Second Party shall provide repairs and preventive maintenance of the service vehicle of the First party to wit:

	Motor Vehicle	Description
1	Toyota Hi-Ace	Plate/Conduction No. A9 Y209 Year Model: 2019 Engine No.: 1KD 2840741 Serial/Chassis No: JTFJTO2P2J5020025 Engine Transmission: MANUAL Fuel Type: DIESEL
2	Toyota Hi-Ace	Plate/Conduction No. PO F340 Year Model: 2019 Engine No.: 1KD 2844258 Serial/Chassis No: JTFJTO2P2K5020310 Engine Transmission: MANUAL Fuel Type: DIESEL
3	Toyota Hi-Ace	Plate/Conduction No. P5 Y896 Year Model: 2020 Engine No.: 1KDB025100 Serial/Chassis No: JTFJTO2P2K5023038 Engine Transmission: MANUAL Fuel Type: DIESEL
4	Toyota Avanza	Plate/Conduction No. A9F-819 Year Model: 2019 Engine No.: 1NRF458274 Serial/Chassis No: MHKM5EE2FJK012531 Engine Transmission: MANUAL Fuel Type: UNLEADED



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2 | Page



Republic of the Philippines  
**Department of Education**  
 REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

5	Toyota Innova	Plate/Conduction No. 092006 Year Model: 2011 Engine No.: 1TR7072211 Serial/Chassis No: TGN405022994 Engine Transmission: MANUAL Fuel Type: DIESEL
6	Mitsubishi Strada	Plate/Conduction No. B6-T490 Year Model: 2020 Engine No.: 4N15UGJ0408 Serial/Chassis No: MMBJJKL10LH016982 Engine Transmission: MANUAL Fuel Type: DIESEL
7	Mitsubishi Strada	Plate/Conduction No. 092009 Year Model: 2012 Engine No.: 4D56-UCDN7576 Serial/Chassis No: MMBJNKB40CD049270 Engine Transmission: MANUAL Fuel Type: DIESEL

## 1.2 PREVENTIVE MAINTENANCE

Preventive Maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions and to extend its longevity. Preventive maintenance-General Check Up shall be rendered in accordance with the quarterly schedule: **May 2023, August 2023 and November 2023.**

1.2.1 The scope of maintenance services shall include, but are not limited to the following:

Automotive Maintenance
Oil (fully synthetic)
Oil Filter
Engine Flushing
Drain Plug Washer
Air filter
Fuel filter
Sparks plugs
Gear oil (replacement)
Differential oil (replacement)
Brake fluid (replacement)
Coolant (replacement)



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### 1.3 REPAIR

Subject to the results of the General Check Up, if minor/major repairs are needed, the FIRST PARTY will send a Repair Request Form/Pre-Repair Inspection Report Form attached the job estimates, the cost of repairs to be done, parts to be replaced, and the cost of labor. The SECOND PARTY will then issue a "Job Order Slip" with the quotation for the cost of labor and materials for the said repair/maintenance of the said service vehicle. The approved Repair Request Form/Pre-Repair Inspection Report Form shall serve as an authorization to execute the recommended repair;

- 1.3.1 Additional repairs or replacement of parts may be allowed provided that such additional was approved by the authorized personnel of the FIRST PARTY;
- 1.3.2 The FIRST PARTY will provide list of personnel who are authorized to administer and process the repair of the service vehicles.

### **Article III** **RESPONSIBILITIES OF THE FIRST PARTY**

- 2.1 The First Party shall pay the Second Party, in consideration of the goods and services in accordance with the Contract Price of Three Hundred Forty Two Thousand Five Hundred Seventy Four Pesos (342,574.00);
- 2.2 The payment shall be made only upon a certification of the Head of the First Party to the effect that the services have been rendered in accordance with the terms of the contract;
- 2.3 The payment shall be made in accordance with budgeting and accounting rules of the First Party.

### **Article IV** **RESPONSIBILITIES OF THE SECOND PARTY**

- 3.1 The SECOND PARTY shall ensure that employees or his/her service crew have the technical know-how and capability to do the job required by the Procuring Entity for the repair and maintenance of the service vehicles. The accountability to the said service vehicles will be transferred to the SECOND PARTY while it was in their possession during the period of repair so trustworthy, reliable and dependable crews/ employees are expected from the SECOND PARTY.







Republic of the Philippines

## Department of Education

REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

- 3.2 The SECOND PARTY shall provide warranties for all services performed. It shall provide genuine parts and as a service provider, it shall provide maintenance services in line with the maintenance intervals prescribed by the manufacturer.
- 3.3 The SECOND PARTY shall only provide services only upon receipt of authorized Repair Request Form from the Procuring Entity.
- 3.4 The SECOND PARTY shall provide Invoice Receipts/ Statement of Account for all services (spare parts and labor) and shall maintain a record of the services made to the FIRST PARTY. The same records shall be made available to the FIRST PARTY upon request.
- 3.5 The SECOND PARTY shall maintain that all of the services to be performed under or pursuant to this contract shall be of the standard and quality which prevail among similar business and organizations of superior knowledge and skills engaged in providing similar services under the same or similar circumstances.

### Article V

#### LIQUIDATED DAMAGES

If the SECOND PARTY fails to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the unperformed portion for every day of delay until actual performance is made, up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the PROCURING ENTITY may consider termination of this contract pursuant to Article VI of this Contract.

### Article VI

#### SETTLEMENT OF DISPUTES

- 5.1 If any dispute or difference of any kind whatsoever shall arise between the FIRST PARTY and the SECOND PARTY in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 5.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or Second Party may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in



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5 | Page





Republic of the Philippines

## Department of Education

REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

dispute, and no arbitration in respect of this matter in dispute may be commenced unless such notice is given.

- 5.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after performance of the Services under the contract.
- 5.4 Any dispute between the Procuring Entity and the Second Party, the dispute shall be resolved in accordance with Republic Act 9285 (RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004"
- 5.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Second Party any monies due.

### Article VII TERMINATION

Either Party may terminate this Contract for breach of any provision thereof and for other legal causes as provided under RA 9184. A written notice must be given to the other Party at least two (2) weeks before the intended date of termination.

### Article VIII ASSIGNMENT OF RIGHTS

The SECOND PARTY shall not assign his rights or obligations under the Contract, in whole or in part, except with the FIRST PARTY's prior written consent.

### Article IX AMENDMENT

Except as expressly provided in the Contract, no modification of the terms and conditions or any of the provisions hereof shall be made except by a written instrument which shall be signed by both parties hereto.



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**Article X**  
**EFFECTIVITY**

This Contract shall take effect on MAY 5, 2023 up to **December 31, 2023.**

IN WITNESS WHEREOF, parties hereto have set their hands this 5<sup>th</sup> day of MAY, 2023 at Pagadian City, Zamboanga del Sur.

**FIRST PARTY**

By:

  
**DR. RUTH L. FUENTES, CESO IV**  
Regional Director

**SECOND PARTY**

By:

  
**MR. CARL LEWIS L. AMOROSO**  
Proprietor

WITNESSES:

  
**DR. ROMEO M. DALIGDIG**  
Chief Administrative Officer

  
**GRETE BENEDICT C. CONCEPCION**  
Administrative Officer IV - GSU



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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
PAGADIAN CITY) S.S.

BEFORE ME, personally appeared:

NAME	ID TYPE AND NO.	VALID UNTIL
1. <b>DR. RUTH L. FUENTES</b>	_____	_____
2. <b>CARL LEWIS L. AMOROSO</b>	<u>DRIVER'S LICENSE</u>	<u>SD3-01-030879 10/23/2023</u>

Known to me to be the same person who executed the foregoing instrument and acknowledged that the same is her free and voluntary act and deed. I further certify that this instrument consists of Eight (8) pages including this page on which the acknowledgment is written, and that the parties to this instrument and her witnesses signed on the left margin thereof, and I sealed the same with my notarial seal.

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

Doc. No. 79;  
Page No. 8;  
Book No. CLXX  
Series of 20 21

**ATTY. WILFREDO B. LUZA**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
PTR No. 6762220:1/13/2023  
ROLL OF ATTORNEY No. 32113  
PAGADIAN CITY



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