



## Contract for Goods

This **CONTRACT** executed on NOV 12 2024 between the **OFFICE OF THE PRESIDENT-PRESIDENTIAL MANAGEMENT STAFF (OP-PMS)**, represented by **Atty. RODOLFO JOHN ROBERT C. PALATTAO IV, Undersecretary for Integrated Operations** (hereinafter called the "**Entity**") and the **TIERODMAN AUTO CENTER, INC.**, represented by **Ms. JULIE ANN G. GABUTERO, Authorized Representative**, with office address at 246 P. Ocampo Extension corner Sampaloc Street, San Antonio, Makati City (hereinafter called the "**Supplier**").

**WHEREAS**, upon invitation of the **Entity**, the **Supplier** submitted a quotation for the supply, delivery, and mounting of twenty-six (26) tires for various OP-PMS service vehicles in the amount of Two Hundred Twenty-One Thousand Nine Hundred Forty Pesos (Php221,940.00), inclusive of all appropriate taxes and fees (hereinafter called the "**Contract Price**"), which the **Entity** subsequently accepted pursuant to Bids and Awards Committee Resolution No. 92, series of 2024.

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. The following documents shall form part of this Contract in accordance with Section 37.2.3 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, viz:
  - (a) The **Entity's** Terms of Reference, attached as **Annex A**;
  - (b) The Request for Quotation published/posted by the **Entity** on 01 October 2024, attached as **Annex B**;
  - (c) The Technical Specifications submitted by the **Supplier** dated 02 October 2024, attached as **Annex C**;
  - (d) The Financial Offer with Schedule of Prices for Goods submitted by the **Supplier** dated 02 October 2024, attached as **Annex D**; and
  - (e) The Notice of Award, attached as **Annex E**.
2. In consideration of the Contract Price to be paid by the **Entity** to the **Supplier** as hereinbefore mentioned, the **Supplier** hereby covenants with the **Entity** to deliver the goods, and remedy defects thereof, if any, in conformity with the stipulations of the Contract in all respects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
3. The **Supplier** shall deliver and mount/install the tires to various OP-PMS service vehicles within fifteen (15) calendar days upon receipt of the corresponding Notice to Proceed (NTP). Delay in the delivery shall be subject to a penalty equivalent to 1/10 of 1% of the cost of undelivered item/s for every day of delay.
4. The tires delivered and mounted/installed by the **Supplier** shall be guaranteed against defects in services and workmanship under a three (3) month warranty period and five (5) year manufacturer's warranty.
5. Payment shall be made upon completion and acceptance of all deliverables and upon conduct of appropriate inspection of the subject vehicles subject to deduction of applicable taxes and five percent (5%) retention fee pursuant to Section 62 of the 2016 RIRR of RA No. 9184, upon the issuance of the Certificate of Acceptance and statement of account or billing.

6. Pursuant to Executive Order No. 398 (s. 2005)<sup>1</sup> and Revenue Regulation No. 017-2024<sup>2</sup> the Supplier shall pay applicable taxes in full and on time and, prior to the final settlement of the contract, the **Supplier** shall present to the **Entity** an updated tax clearance from the Bureau of Internal Revenue (BIR) certifying that the **Supplier** has no outstanding tax liabilities; duly filed the latest income and business tax returns; and paid corresponding due thereon. Failure to do so will entitle the **Entity** to suspend the release of the final payment and/or retention money as tax lien on the **Supplier**.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

**OP-PMS**

**TIERODMAN AUTO CENTER,  
INC.**

By:

*Signature Redacted*

**Atty. RODOLFO JOHN ROBERT C. PALATTAO IV**  
*Undersecretary for Integrated Operations*

By:

*Signature Redacted*

**JULIE ANN G. GABUTERO**  
*Authorized Representative*

SIGNED IN THE PRESENCE OF:

*Signature Redacted*

**CHERRY PIE FELISSE M. MARAYA**  
*Director, Administrative Service*

<sup>1</sup> Entitled "Directing Timely and Complete Payment of Taxes as a Pre-condition for Entering Into, and as a Continuing Obligation in Contracts with the Government, Its Departments, Agencies and Instrumentalities."  
<sup>2</sup> Entitled "Prescribing the Presentation of Tax Clearance Prior to Final Settlement of Government Contracts".

CERTIFIED FUNDS/ALLOTMENT AVAILABLE	
ANN MARIE G. ESTONILO Budget Officer RS	JOVENT GARCIA Chief Accountant
Ref. No. 407	Date: 11/8/24
Amount ₱ 221,940.00	
Allotment FY 2024 APPR. (MOOE)	

### ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared this NOV 13 day of 2024, the following persons exhibiting to me their respective valid identification cards, to wit:

Name	Valid I.D.	Date/Place Issued
1. Rodolfo John Robert C. Palattao IV	PMS ID No.003	
2. Julie Ann G. Gabutero		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the organization or company they represent.

This instrument, which refers to the "Contract for Goods" consisting of three (3) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

**WITNESS MY HAND AND SEAL** on the date and place first abovementioned.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2024.



**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC, CITY OF MANILA  
ROLL NO. 60777 (BP LIFETIME NO. 14599-02/02/2016 PASIG CITY)  
CRR NO. 1527767-0102/2024  
COMMISSION NO. 2023-018-0101/2023 UNTIL DEC 31, 2024  
ROLL NO. 0001640-10/2020 VALID UNTIL APRIL 14, 2025, P.C.  
OFFICE: BURGUNDY TRANSPACIFIC PLACE TAFT AVE. MALATE, MANILA