

CS 230259

## PURCHASE AGREEMENT

### *Supply and Delivery of One (1) Unit Brand New Vehicle – Crossover Utility Vehicle*

THIS AGREEMENT made this 5 SEP 2023 day of \_\_\_\_\_ 2023 between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)** of Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, Philippines, represented in this act by its EXECUTIVE DIRECTOR, **AMB. EDWARD L. FERREIRA, Ph.D.**, (hereinafter called "the CITEM") of the one part and **GLOBAL CITY AUTO SALES, INC.**, of 1090 Paz M. Guazon Street, Formerly Otis cor. Mendiola Extension, Pandacan, Manila, Philippines, represented in this act by its SALES MANAGER, **CLAUDINE EMMYLOU MALAHAY** (hereinafter called "the Supplier") of the other part;

**WHEREAS, CITEM** invited Bids for certain goods, viz., "*Supply and Delivery of One (1) Unit Brand New Vehicle Crossover Utility Vehicle, Project Reference No. 2023-0055*" and has accepted a Bid by **GLOBAL CITY AUTO SALES, INC.**, for the supply of those goods in the amount of **ONE MILLION TWO HUNDRED NINETY THOUSAND PESOS (Php1,290,000.00)**, inclusive of taxes (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

**WHEREAS, CITEM**, the government agency mandated to actively promote Philippine exports through the organization of trade fairs and selling missions;

**WHEREAS**, there is a need to engage the services of a supplier for the delivery of one (1) unit brand-new vehicle –crossover utility vehicle (CUV) as replacement for the old service vehicle;

**WHEREAS**, the CITEM Bids and Awards Committee (CITEM-BAC) has conducted Negotiated Procurement – two (2) Failed Biddings in accordance with Sec. 53.9 of the 2016 Revised Implementing Rules and Regulations of RA 9184 for the said requirement needed in the operation of CITEM;

**WHEREAS**, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirement, apart from the posting of the requirement in the Philgeps in compliance with RA 9184;

**WHEREAS**, among the invited bidders; and those who took interest to participate in the public bidding, two (2) submitted its bid and underwent negotiation in accordance with RA 9184;

**WHEREAS**, the BAC designated the implementing unit to conduct the post qualification of the declared lowest calculated bidder, **GLOBAL CITY AUTO SALES, INC.**, wherein the latter submitted a post qualification report to BAC for consideration;

**WHEREAS**, the BAC reviewed the post qualification report submitted by the implementing unit, and it was found that **GLOBAL CITY AUTO SALES, INC.**, is substantially compliant for the above-mentioned requirement;

*[Handwritten signatures]*

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the Parties' faithful and strict compliance of the terms and conditions hereinafter provided, **CITEM** by these presents, hereby agrees to procure to **GLOBAL CITY AUTO SALES, INC.**, one (1) unit **brand new vehicle – crossover utility vehicle** under the following terms and conditions:

**UNDERTAKINGS:**

**I. SPECIFICATIONS**

**SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND NEW VEHICLE – CROSSOVER UTILITY VEHICLE (2024 Ford Next Gen Territory Titanium)**

Engine Type	4 cylinder 16-valve Gasoline
Displacement	Minimum = 1490cc / Maximum = 1800 cc
Transmission	Automatic Transmission (A/T); with 7 speed Rotary Selector/ Shifter
Max. Power	at least 160 Ps
Max. Torque	at least 248 Nm
Emission Standard	Euro 5
Fuel Capacity	at least 60 liters
Minimum Length	4,630 mm
Minimum Width	1,935 mm
Minimum Height	1,706 mm
Wheelbase	at least 2,726mm
Seating Capacity	Maximum = 5 seats
Seat Material	Partial Perforated Leather
Seat Adjustment	Front :Driver Seat -10-way Power Adjust Front Passenger : 4-way Manual Rear Seats: Split Folding Seatback
Suspension	Front – McPherson Rear - Multi-Link Independent Suspension
Wheel /Size	at least 18" – Alloy
Ground Clearance	at least 190mm
Front Brakes	Ventilated Discs
Rear Brakes	Solid Discs

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Rear Armrest with Cupholder	Equipped
Wireless Charger	Equipped
Tools	Standard Tools
Spare Parts	Spare Tire
LTO Registration	3 years LTO and GSIS Insurance 1st Year
Service Warranty	5 years or 150,000 kms whichever comes first

**3.3. INCLUSIVE IN THE PACKAGE/ADDITIONAL AMENITIES:**

- Basic tool kit with completed set of tools, new spare tire, early warning device, tint, floor matting.
- Free LTO registration for the first three (3) years.
- Free one (1) year GSIS comprehensive insurance with acts of God.
- Warranty with 3 years (100,000 km)
- Free labor on preventive maintenance service within the first 1,000 kilometer check-up.

**II. PERIOD OF DELIVERY**

**GLOBAL CITY AUTO SALES, INC.**, shall deliver the said requirement within ten (10) calendar days upon receipt of Notice to Proceed and/or Purchase Agreement.

**III. CONTRACT PRICE**

In consideration of the abovementioned requirement, **CITEM** shall pay **GLOBAL CITY AUTO SALES, INC.**, the amount of **ONE MILLION TWO HUNDRED NINETY THOUSAND PESOS (Php1,290,000.00)**, inclusive of taxes, within thirty (30) days from inspection, full delivery and/or acceptance of **CITEM**.

**GENERAL CONDITIONS**

1. This Agreement shall include the Bid Documents submitted by **GLOBAL CITY AUTO SALES, INC.**, as well as the Philippine Bidding Documents (PBD), and shall form part of this Contract;
2. All deliveries/undertaking shall be subjected to full inspection and acceptance by **CITEM**.
3. In consideration for the payments to be made by **CITEM** to **GLOBAL CITY AUTO SALES, INC.**, as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Anti-lock Brake System (ABS)	Equipped
Parking Brake	Electric/Electronic
Power Windows	Equipped
Airconditioning	Front: with Automatic/Electronic Dual Zone Temperature Control Rear: Equipped with Air Vents
Steering	Equipped with Electronic Power Assist
Steering Column	Tilt and Telescopic
Auto Dimming Rear View Mirror	Equipped
Airbags	6 = Driver, Front Passenger, Front Sides and Curtain
Seatbelts	3 point for front and rear passengers
Camera	HD 360 degrees
Parking Assist System and Parking Sensors	Equipped; and with Front and Rear Sensors
Central Locking System	Equipped; and with Keyless entry
Color	White
Blind Spot Information System	Equipped
Cruise Control	Equipped
Stability Control System	Electronic Equipped and with Traction Control
Hill/Descent Launch Assist	Equipped
Tire Pressure Monitoring System	Equipped for 4 tires
Door Opening Collision Warning	Equipped
Security Alarm and Immobilizer	Equipped
Headlights	LED / Automatic On and Off Lamps
Fog Lamps	Front and Rear
Wipers	Rain Sensor
Side Mirrors	Power Adjust/Folding with heater and side turn indicators



4. CITEM hereby covenants to pay **GLOBAL CITY AUTO SALES, INC.**, in consideration of the provision of the goods and the remedying defects therein, the contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by this Contract.

#### **PENALTY FOR DELAY/BREACH**

1. All deliveries/undertaking shall be subjected to inspection by **CITEM**. Poor quality of goods shall be replaced/rejected at the expense of the Supplier; and CITEM has the right to impose penalty and/or withdraw/cancel this Purchase Agreement;
2. In the event **GLOBAL CITY AUTO SALES, INC.**, encounters delay in the delivery, it shall promptly notify **CITEM** stating the reason for such delay and may request for an appropriate extension for completion of the delivery; provided that the delay is caused by circumstances beyond the Supplier's control or is due to force majeure. Any extension granted shall not entail additional fee over the consideration herewith provided.
3. Delay caused by reasons other than force majeure and/or delay in the delivery, shall be tantamount to default. **GLOBAL CITY AUTO SALES, INC.**, shall then be required to pay **CITEM** the amount equivalent to **one tenth of one percent (1/10 of 1%)** of the total consideration for each day of delay incurred in the performance of its obligation until such time that the services are completely performed and the items are fully delivered and accepted.
4. Should **GLOBAL CITY AUTO SALES, INC.**, incurred an unreasonable delay (more than 10 days) despite extension, or penalties incurred due to such delay amounted equivalent to 10% of the contract amount, CITEM has the right to cancel the contract.
5. That in case of material breach or cancellation of the contract, **GLOBAL CITY AUTO SALES, INC.**, shall be liable to pay **CITEM** damages equivalent to 20% of the amount of this undertaking.
6. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

#### **TERMINATION OF THE CONTRACT**

1. **CITEM** may likewise terminate this Agreement if **GLOBAL CITY AUTO SALES, INC.**, does not show satisfactory performance in the delivery of goods/services with acceptable quality based on the Specifications and standards, PROVIDED that such termination shall not be construed as waiver of **GLOBAL CITY AUTO SALES, INC.**'s liabilities and **CITEM's** right to recover the value of payments, plus damages under this Contract; or **CITEM** may procure, upon such terms and in such manner as it deems appropriate, similar goods to those undelivered, and **GLOBAL CITY AUTO SALES, INC.**, shall be liable to **CITEM** for the costs for such similar Goods and Services plus damages under this Contract.

### 1.1. TERMINATION FOR DEFAULT

**CITEM**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to **GLOBAL CITY AUTO SALES, INC.**, may terminate this Agreement in whole or in part:

- a. If **GLOBAL CITY AUTO SALES, INC.**, fails to deliver any or all of the Goods or perform the services within the period(s) specified in this Agreement, or within any extension thereof granted by **CITEM**; or,
- b. If **GLOBAL CITY AUTO SALES, INC.**, fails to perform any other obligation(s) under the Agreement;
- c. If **GLOBAL CITY AUTO SALES, INC.**, in the judgment of **CITEM**, has engaged in corrupt or fraudulent practices in completing for or in executing the Agreement.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of **CITEM**, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive **CITEM** of the benefits of free and open competition.

### 1.2. TERMINATION FOR INSOLVENCY

**CITEM** may at any time terminate the Agreement by giving written notice to **GLOBAL CITY AUTO SALES, INC.**, if **GLOBAL CITY AUTO SALES, INC.**, becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **GLOBAL CITY AUTO SALES, INC.**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **CITEM**.

### 1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, **GLOBAL CITY AUTO SALES, INC.**, shall not be liable for forfeiture of its Performance Security Liquidated Damages or Termination for Default if the delays in performance or failure to perform its obligations under the Agreement is the result of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of **GLOBAL CITY AUTO SALES, INC.**, and not involving **GLOBAL CITY AUTO SALES, INC.**'s fault or negligence. Such events may include, but are not restricted to, wars and revolutions, fires, flood, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure arises, **GLOBAL CITY AUTO SALES, INC.**, shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **GLOBAL CITY AUTO SALES, INC.**, shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

*[Handwritten signatures and initials]*

**ARBITRATION**

1. In case of a dispute between CITEM and GLOBAL CITY AUTO SALES, INC., the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

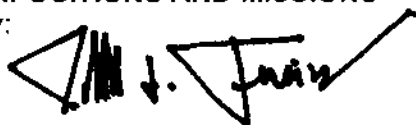
**ADDITIONAL PROVISIONS**

1. There shall be no escalation of rates during the duration of the Agreement.
2. This Agreement shall be governed by and construed in accordance with the laws of the Philippines, particularly the RA 9184.
3. In the event any of the Parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions of this agreement, the parties hereby agreed that any such proceedings shall be brought exclusively in the Proper Courts of Pasay City.
4. No amendment in or modification of the terms of this Agreement shall be made except by written agreement signed by the parties.

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 this ~~04~~ **04 SEP** ~~2023~~ **2023** August 2023, hereat Pasay City, Metro Manila.

**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**

By:



**AMB. EDWARD L. FERREIRA, Ph.D.**  
Executive Director

**GLOBAL CITY AUTO SALES, INC.,**

By:



**CLAUDINE EMMYLOU MALAHAY**  
Sales Manager

Signed in the presence of:

  
\_\_\_\_\_  
**MA. LOURDES D. MEDIRAN**  
Deputy Executive Director

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
**MALERNA C. BUYAO**  
Chief, Controllership Div.

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public for and in the City of Pasay, on this 05 SEP 2023 day of August 2023 personally appeared the following:

Name	Competent Evidence of Identity Issued at/on
AMB. EDWARD L. FERREIRA, Ph.D.	_____
CLAUDINE EMMYLOU MALAHAY	_____

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 as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of Eight (8) pages including this pagewhereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

Witness my hand and seal this 05 SEP 2023 day of \_\_\_\_\_.

**NOTARY PUBLIC HELEDA A. PANIS**

NOTARY PUBLIC Valid Until Dec. 31, 2023

PTR NO. 0097589 Jan. 3, 2023

IBP Lifetime Member No. 63365 Rol. No. 52814

MCLE No. VI-0029369 Nov. 11, 2022 Until 2025

Commission No. 2019-082

1091 N. Lopez St. Ermita, Manila

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