



CITEM.504.TP.018

15 December 2021

TOYOTA GLOBAL CITY, INC.
11th Avenue corner 38th Street
Uptown Fort Bonifacio,
Taguig City

Attn: **KIM HERNANDEZ GONZALES**
Marketing Professional

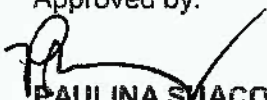
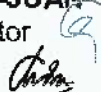
NOTICE TO PROCEED

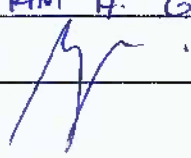
The attached Contract having been approved, notice is hereby given to **TOYOTA GLOBAL CITY, INC.**, that work may commence, effective after the receipt of this notice, on the Contract for the **SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND NEW VEHICLE – PASSENGER VAN**, in the amount of **ONE MILLION THREE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED TWENTY EIGHTY PESOS (PHP1,362,528.00)**.

Thus, you shall be responsible in performing the services under the terms and conditions of the Contract and with the timeline schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Approved by:


PAULINA SUACO-JUAN
Executive Director 

I acknowledge receipt of the Notice on: 12/23/2021
Name of Representative of the Bidder: KIM H. GONZALES
Authorized Signature : 

CS210371 **PURCHASE AGREEMENT****KNOW ALL MEN BY THESE PRESENTS:**

This Purchase Agreement executed by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a government instrumentality attached to the Department of Trade and Industry, with office address at the Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, represented in this act by its Executive Director, **PAULINA SUACO-JUAN**, hereinafter referred to as "**CITEM**";

-and-

TOYOTA GLOBAL CITY, INC., a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at 11th Avenue, corner 38th Street, Uptown Fort Bonifacio, Taguig City, represented herein by its Marketing Professional, **KIM HERNANDEZ GONZALES**, referred to as "**TOYOTA GLOBAL**".

WITNESSETH that:

WHEREAS, the Center for International Trade Expositions and Missions (CITEM), created under the E.O. 989 series of 1984, is the export promotion arm of the Philippine Department of Trade and Industry (DTI), committed to developing, nurturing, and promoting globally-competitive small and medium enterprises (SMEs), exporters, and manufacturers an Integrated Approach to Export Marketing in partnership with other government and private entities;

WHEREAS, there is a need to engage the services of a contractor to supply and deliver one (1) unit brand new vehicle – passenger van as replacement of its old service vehicle;

WHEREAS, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirement;

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) conducted Competitive Bidding in accordance with RA 9184 for the purpose of obtaining the requirement needed;

WHEREAS, among the invited bidders; only **TOYOTA GLOBAL CITY, INC.**, took interest to participate in this bidding and submitted its bid, passed in the eligibility requirements, and proceeded with the opening of financial bid and declared as the single calculated bidder;

WHEREAS, the BAC through a designated Technical Working Group conducted post qualification to the Single Calculated Bidder, **TOYOTA GLOBAL CITY, INC.**;

WHEREAS, the BAC after review of the post qualification report submitted by the Technical Working Group, and it was found that **TOYOTA GLOBAL CITY, INC.**, is substantially compliant for the above-mentioned requirement, hence CITEM declared **TOYOTA GLOBAL CITY, INC.**, as the Single Calculated and Responsive Bidder.

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, the CITEM by these presents, hereby agrees to procure to **TOYOTA GLOBAL CITY, INC.**, the above-mentioned requirements under the following terms and conditions:





Article 1. Scope of Services

1. The Contractor shall provide One (1) Unit Brand New Vehicle – Passenger Van, and abide with the specifications stated hereunder:

PARTICULARS	QTY/UNIT	UNIT PRICE	AMOUNT
Supply and Delivery of One (1) Unit Brand New Vehicle – Passenger Van	1	1,362,528.00	Php1,362,528.00

2. Delivery: **30 working days upon receipt of Notice To Proceed and/or Contract.**

3. TECHNICAL SPECIFICATIONS**3.1. 1 Unit Brand New Vehicle – Passenger Van**

Engine	4 cylinder DOHC 16-valve Diesel
Displacement	Minimum = 2980cc / Maximum = 3000 cc
Transmission	5-Speed Manual
Max. Power	at least 136 Ps @ 3400rpm
Max. Torque	at least 300 Nm@ 1200rpm
Emission Standard	Euro 4
Fuel Capacity	at least 70 liters
Minimum Length	4,690 mm
Minimum Width	1,690 mm
Minimum Height	1,980 mm
Wheelbase	at least 2,570mm
Seating Capacity	15 seater
Wheel /Size	at least 15" - Alloy
Front Brakes	Ventilated Discs
Rear Brakes	Drums
Airconditioning	Manual, Dual Airconditioning with Rear Vent



Steering	Power Equipped
Gear Type	Rack and Pinion
Airbags	Driver and Front Passenger
Seatbelts	3 point ELR for 2 front passenger; 2 point LB for the rear seats
Side Door Impact Beams	Equipped
Rain Guard	Front Windows Included
Central Locking System	Included
Color	Silver
Tools	Standard Tools
Spare Parts	Spare Tire
LTO Registration	Included
Warranty	3 years or 100,000 kms
Official Brochure with Specifications of the product being offered	

3.2. INCLUSIVE IN THE PACKAGE

- Tint, Carpet Matting, Seatcover, EWD, Leather Manual Holder,
- Free LTO registration for the first three (3) years.
- Free TPL Insurance for the first three (3) years.
- Free one (1) year comprehensive insurance
- Free labor on Periodic Maintenance Service for first 1,500 and 5,000 kms check-up., Set of tools

Article 2. Contract Price Terms and of Payment

1. CITEM obligates to pay **TOYOTA GLOBAL CITY**, the amount of **One Million Three Hundred Sixty Two Thousand Five Hundred Twenty Eight Pesos Only (Php1,362,528.00)** inclusive of taxes, within thirty (30 days) from the date of full delivery and inspection;

Article 3. General Conditions

1. This contract shall include the Bid Documents submitted by **TOYOTA GLOBAL CITY** 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.

PENALTY FOR DELAY/BREACH

1. All deliveries/undertaking shall be subjected to inspection by CITEM. Poor quality of goods shall be rejected/withdrawn at the expense of the supplier; and CITEM has the right to impose penalty and/or cancel this Contract of Services;
2. In the event the Supplier 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. The Supplier 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 the Supplier incurred an unreasonable delay (more than 30 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, the supplier 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 Contract if **TOYOTA GLOBAL CITY** does not show satisfactory performance in the delivery of services with acceptable quality based on the Specifications and standards. **PROVIDED** that such termination shall not be construed as waiver of **TOYOTA GLOBAL CITY's** liabilities and **CITEM's** right to recover the cost of the contract 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 **TOYOTA GLOBAL CITY**, may terminate this Contract in whole or in part:

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

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.

In the event **CITEM** terminates the Contract in whole or in part, the **PROCURING ENTITY** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and **TOYOTA GLOBAL CITY** shall be liable to the **CITEM** for any excess costs for such similar Goods and Services. However, **TOYOTA GLOBAL CITY** shall continue performance of the Contract to the extent not terminated.

1.2. TERMINATION FOR INSOLVENCY

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

1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, **TOYOTA GLOBAL CITY** 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 Contract is the result of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of **TOYOTA GLOBAL CITY** and not involving the **TOYOTA GLOBAL CITY**'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, **TOYOTA GLOBAL CITY** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **TOYOTA GLOBAL CITY** shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

ARBITRATION

1. In case of a dispute between **CITEM** and **TOYOTA GLOBAL CITY**, 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 Contract.
2. This contract 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 contract, 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 Contract shall be made except by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the 23 DEC 2021 day of December 2021 hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

TOYOTA GLOBAL CITY, INC.

By:

By:

PAULINA SUACO-JUAN
Executive Director

KIM HERNANDEZ GONZALES
Marketing Professional

Signed in the presence of:

Chlyones
MA. LOURDES D. MEDIRAN
Deputy Executive Director

WITNESS

Certified Funds Available:

Malerna C. Buyao
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 27 day of December 2021 personally appeared the following:

NAME	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
KIM HERNANDEZ GONZALES	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged 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, refers to a Contract of Services consisting of six (6) pages, including this page, whereon this acknowledgment is written and signed by the parties and their instrumental witnesses on each and every page.

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

DOC. NO. 321
BOOK NO. 664
PAGE NO. 4
SERIES OF 2021

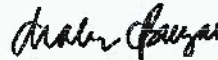
Cleofe C. Jaime
CLEOFE C. JAIME
NOTARY PUBLIC
NOTARY PUBLIC
COMMISSION NO. 20-04
ROLL NO. 27802
NO. 7352950 PASAY CITY 1/4/21
PP NO. AR30761582/1-5-2021
ICLE COMPL. NO. VI-001223
ISSUED ON SEPTEMBER 13, 2016
VALID UNTIL 4-14-22
IMPRESS STALL # 1 UNIT 54 ARMAAD
ALCANTARA PASAY CITY, M.M.

CAF Number: 2112233

CERTIFICATE of AVAILABILITY of FUNDS

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount of **ONE MILLION THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED TWENTY-EIGHT PESOS (PHP1,362,528.00)** as payment to **TOYOTA GLOBAL CITY, INC.** for the **SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND NEW VEHICLE - PASSENGER VAN**

This certification is being issued for whatever legal purpose it may serve.



MALERNA C. BUYAO
Chief, Controllership Division

BUR NO. CO-21120995
Date : 12/17/2021
Contract No. CS-210371