



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2017-83

WHEREAS, the Department of Budget and Management (DBM) Bids and Awards Committee (BAC) conducted a public bidding for the Project, "Motor Vehicles," which is composed of the following: Lot 1 - one (1) unit of Crossover Utility Vehicle; and Lot 2 - twelve (12) units of Passenger Vans, Diesel MT, with Approved Budgets for the Contract of P1,400,000.00 and P16,800,000.00, respectively, for a total of P18,200,000.00;

WHEREAS, under Resolution No. 2017-28 dated July 25, 2017, the BAC declared the first bidding for the Project as "failed" in accordance with Section 35.1(b) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

WHEREAS, on August 1, 2017, a second Invitation to Bid was advertised in the Philippine Star, and posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM Bulletin Boards;

WHEREAS, four (4) prospective bidders, namely: 1) Toyota Makati, Inc.; 2) Toyota Quezon Ave.; 3) Tetra Sales and Service, Inc.; and 4) Nissan Commonwealth, Inc., responded to the said Invitation and attended the Pre-bid Conference on August 8, 2017;

WHEREAS, Supplemental/Bid Bulletin No. 1 was issued on August 15, 2017 to clarify, modify or amend items in the Bidding Documents;

WHEREAS, during the submission and opening of bids on August 22, 2017, only Toyota Makati, Inc. submitted a bid for Lot 1, and four (4) bidders, namely: 1) Toyota Makati, Inc.; 2) Toyota Quezon Ave.; 3) Tetra Sales and Service, Inc.; and 4) Nissan Commonwealth, Inc., submitted their bids for Lot 2;

WHEREAS, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the following:

1. The submissions of Toyota Makati, Inc. for Lot 1 and Lot 2 and the submission of Nissan Commonwealth, Inc. for Lot 2 as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

2. The submission of Tetra Sales and Service, Inc. for Lot 2 as "failed" for submitting an invalid Committed Line of Credit as required under ITB Clause 5.5 of the Bidding Documents; and
3. The submission of Toyota Quezon Ave. for Lot 2 as "failed" for its failure to enclose the financial proposal in a separate envelop as required under ITB Clause 20.1 of the Bidding Documents.


WHEREAS, after evaluation of the financial proposals, the BAC declared the submission of Toyota Makati, Inc. for Lot 1 as the Single Calculated Bid in the amount of P1,380,000.00, and the submission of Nissan Commonwealth, Inc. for Lot 2 as the Lowest Calculated Bid in the amount of P15,782,194.32;

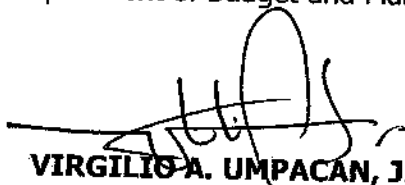
WHEREAS, after careful examination, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found the following:

1. That the submission for Lot 1 of Toyota Makati, Inc. passed all the criteria for post-qualification; thus, it was declared as the Single Calculated and Responsive Bid in the amount of P1,380,000.00; and
2. That the submission for Lot 2 of Nissan Commonwealth, Inc. passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P15,782,194.32;

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contracts for the Project, "Motor Vehicles," be awarded to Toyota Makati, Inc. for Lot 1 and to Nissan Commonwealth, Inc. for Lot 2, in accordance with R.A. No. 9184 and its 2016 Revised IRR.

ADOPTED, this 29th day of August 2017 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


JOCELYN T. CENTENO
End-User Representative


VIRGILIO A. UMPACAN, JR.
B.U.D.G.E.T. Representative

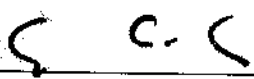
not present
DANTE B. DE CHAVEZ
Member


DOLORES E. GALURA
Member


ANDREA CELENE M. MAGTALAS
Vice Chairperson


AGNES JOYCE G. BAILEN
Chairperson

Approved
 Disapproved


BENJAMIN E. DIOKNO
Secretary, DBM



Date: _____



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

August 29, 2017

MR. RICARDO R. CAMBUSA

Group Sales Manager
Toyota Makati, Inc.
Ayala Avenue corner Metropolitan Avenue
Bel-Air, Makati City
Metro Manila

Dear **Mr. Cambusa**:

We are pleased to inform you that the contract for the Project, "Motor Vehicles-Lot 1," is hereby awarded to Toyota Makati, Inc. in the amount of P1,380,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

August 29, 2017

MR. DARWIN L. MONTERO

Marketing Professional
Nissan Commonwealth, Inc.
41 Commonwealth Avenue
Barangay Holy Spirit
Quezon City, Metro Manila

Dear **Mr. Montero**:

We are pleased to inform you that the contract for the Project, "Motor Vehicles-Lot 2," is hereby awarded to Nissan Commonwealth, Inc. in the amount of P15,782,194.32.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

August 29, 2017

MR. DARWIN L. MONTERO
Marketing Professional
Nissan Commonwealth, Inc.
41 Commonwealth Avenue
Barangay Holy Spirit
Quezon City, Metro Manila

Dear **Mr. Montero**:


We are pleased to inform you that the contract for the Project, "Motor Vehicles-Lot 2," is hereby awarded to Nissan Commonwealth, Inc. in the amount of P15,782,194.32.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary




MARSON BARRIEL
SEPT 18, 2017

CONTRACT No. 2017- 11
MOTOR VEHICLES (Lot 2)

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **BENJAMIN E. DIOKNO**, hereinafter called the "**DBM**";

- and -

NISSAN COMMONWEALTH, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 43 Commonwealth Avenue, Barangay Holy Spirit, Quezon City, Metro Manila, represented by **HUBERT L. YAP**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

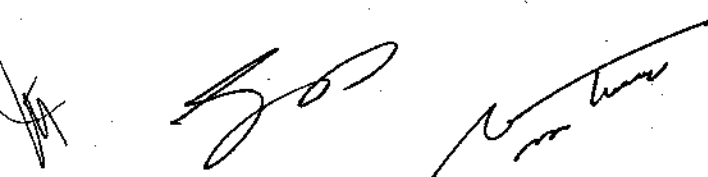
WHEREAS, the DBM conducted a public bidding for the Project, "Motor Vehicles (Lot 2)," and the bid of the Supplier is in the amount of Fifteen Million Seven Hundred Eighty Two Thousand One Hundred Ninety Four Pesos & 32/100 (P15,782,194.32), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last September 8, 2017, and the Supplier posted its performance security on September 18, 2017;

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

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security



3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of 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 the Contract.

OCT 03 2017

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this _____ day of _____, 2017 at General Solano St., San Miguel, Manila, Philippines.

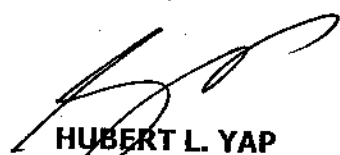
DEPARTMENT OF BUDGET
AND MANAGEMENT

NISSAN COMMONWEALTH, INC.

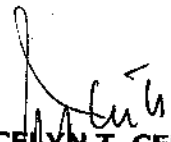
by:

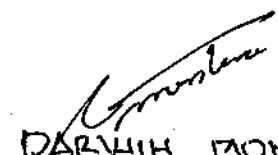
by:

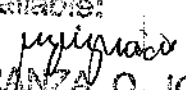

BENJAMIN E. DIOKNO
Secretary


HUBERT L. YAP
Group Sales Manager

SIGNED IN THE PRESENCE OF


JOCELYN T. CENTENO
Chief Administrative Officer
Administrative Service
General Services Division


DARWIN MONTERO

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

ORS# 061021012017-09-1813
9/28/2017

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of MANILA, Philippines on this OCT 03 2017
day of _____, 2017 personally appeared the following:

NAME	VALID ID	VALID UNTIL
BENJAMIN E. DIOKNO	DBM ID No. 0005	
HUBERT L. YAP	PHIL. PASSPORT NO. EC1162537	MAY 20, 2019

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Motor Vehicles (Lot 2) was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this OCT 03 2017 day of _____, 2017.

ATTY. JOSELYN BONNIE V. VALEROS

NOTARY PUBLIC, ROLL NO. 54515

PTR No. 5921026 Issued on: Dec. 27, 2016 Until Dec. 31, 2017

IBP Life No. 723963 Issued on: Aug. 21, 2007

Commission No. 2016-099 Issued on: April 06, 2016, Until Dec. 31, 2017

MCLE No. V-0822298 Issued on June 14, 2016 Valid until April 14, 2019

Office Add: Imperial Bayfront Tower, 1642 A. Mabini, Manila

TIN No. 215-845-713-000

Doc. No 367
Page No 74
Book No XLIX
Series of 2017.

BID FORM

Date: August 15, 2017
Invitation to Bid No: DBM-2017-10

To: **Department of Budget and Management**
General Solano Street, San Miguel, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "Motor Vehicles." in conformity with the said Bidding Documents for the sum of *Fifteen Million Seven Hundred Eighty Two Thousand One Hundred Ninety Four and 32/100* details is shown below:

Particulars	Quantity/Units	Model/Variant to be Delivered	Unit Cost	Total Cost (in Pesos, inclusive of VAT)
Passenger Vans	12 Units	Nissan NV350 Urvan 15 Seater, Diesel MT	Php1,315,182.86	Php 15,782,194.32

**Brochure pertaining to the model/variant to be delivered shall also be submitted together with this form.*

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, and your Notice of Award, shall be binding upon us

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, authorized representative of **Nissan Commonwealth, Inc.**, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **Motor Vehicles** of the **Department of Budget and Management** is granted full power and authority by the **Nissan Commonwealth Inc.**, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Motor Vehicles** of the **Department of Budget and Management**.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this 15th day of August 2017,


DARWIN L. MONTERO

NISSAN MARKETING PROFESSIONAL

Duly authorized to sign Bid for and on behalf of NISSAN COMMONWEALTH, INC.



NISSAN GROUP OF ASIA & OCEANIA



NISSAN PHILIPPINES, INC.

21st Floor EcoTower, 32nd Street cor. 9th Ave.
Bonifacio Global City, Taguig, Philippines 1634
Trunkline: +63-2-290-6000
Fax: +63-2-290-6191


CERTIFICATION

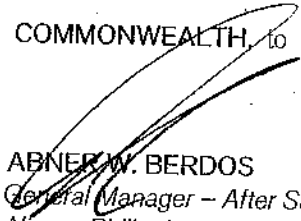
This CERTIFICATION is hereby issued to attest that NISSAN PHILIPPINES, INC. ("NPI"), with principal address at 21st Floor EcoTower, 32nd St. cor., Ninth Ave., Bonifacio Global City, Taguig, Metro Manila, Philippines, is granted the exclusive right to purchase Nissan Vehicles, Authentic Nissan Vehicle parts, accessories and related parts and accessories (the "NISSAN Products"), from NISSAN MOTOR CO., LTD. and its affiliates and subsidiaries, and sell and distribute the said NISSAN Products in the Philippines. NPI is likewise granted the exclusive authority to appoint any person or entity as its authorized dealer in the Philippines for the purpose of selling the NISSAN Products and providing related services.

This CERTIFICATION is likewise issued to certify that:

- a. NISSAN Products have been distributed and sold throughout the Philippines for the past thirty-five (35) years, previously through Universal Motors Corporation and Nissan Motor Philippines, Inc., (now *Univation Motors Philippines, Inc.*) and which is now continued through NPI and its Authorized Dealers. Among the NISSAN Products presently distributed and sold throughout the Philippines is the NV350 Urvan, which is configured with a Rack and Pinion steering system as standard assembly;
- b. NISSAN COMMONWEALTH, owned and operated by NISSAN COMMONWEALTH, INC., is a duly appointed and Authorized NISSAN Dealer, with the right to sell NISSAN Products and is allowed to participate and submit bids and subsequently negotiate and sign contracts with public and private individuals, entities and corporations for the supply of NISSAN Products;
- c. NISSAN Genuine Parts and Accessories are and shall be available with the dealership facilities with service centers nationwide for a period of five (5) years from date of purchase and after end of model life; and
- d. The NISSAN Vehicles are covered by a three (3) year or 100,000 kms., Manufacturer's Warranty, whichever comes earlier, counted from the date of delivery by the Manufacturer and inspection and acceptance by the Consumer.

This CERTIFICATION is issued to enable NISSAN COMMONWEALTH to attest to the foregoing and for whatever legal purpose it may serve.


ROLANDO Z. NAVARRO
General Manager - Sales
Nissan Philippines, Inc.


ABNER W. BERDOS
General Manager - After Sales
Nissan Philippines, Inc.

Section VI. Schedule of Requirements

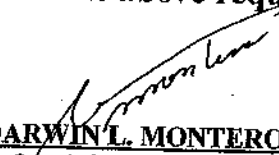
The delivery schedule expressed as weeks/months stipulates hereafter the date of delivery to the project site.

Lot	Description	Quantity	Delivery Schedule
2	<p>A large four-wheel enclosed vehicle intended for conveying passengers and/or hauling cargo.</p> <p>The following shall be submitted during the delivery of the large four-wheel closed vehicle:</p> <ul style="list-style-type: none"> a. One (1) year GSIS TPL Insurance; and b. One (1) year GSIS Comprehensive Insurance <p>The following shall be submitted anytime within the specified delivery schedule</p> <ul style="list-style-type: none"> a. Three (3) years LTO Registration (under the name of Department of Budget and Management); and b. Official Receipt and Certificate of Registration (OR/CR) 	12 units	Within ninety (90) calendar days upon receipt of the Notice to Proceed

Note: A document certifying that the Steering Type is Rack and Pinion shall be submitted during post-qualification.

I hereby certify to comply and deliver all the above requirements

NISSAN COMMONWEALTH, INC.
Name of Company/Bidder


DARWIN L. MONTERO
Signature Over Printed Name of Representative

AUG. 15, 2017
Date

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Lot 2 – Twelve (12) units of Passenger Vans

Item	Specifications	Bidder's Statement of Compliance
1	<ul style="list-style-type: none"> • DESCRIPTION 	>"Comply"
	<ul style="list-style-type: none"> • ENGINE 	>"Comply"
	Displacement	>"Comply"
	Transmission	>"Comply"
	Maximum Output	>"Comply"
	Minimum torque	>"Comply"
	<ul style="list-style-type: none"> • CHASSIS 	
	Seating Capacity	>"Comply"
	Drive Train	>"Comply"
	Steering Type	>"Comply"
	Suspension-Front	>"Comply"
	Suspension Rear	>"Comply"
	Brakes-Front	>"Comply"
	Brakes-Rear	>"Comply"
	Wheels (rim)	>"Comply"
	Tires	>"Comply"
	Fuel Tank Capacity	>"Comply"
	Color Unit	>"Comply"

<p><i>Compliance</i></p>	<ul style="list-style-type: none"> ACCESSORIES 		
	Air-Conditioner	Dual, Manual Controls	>"Comply"
	Audio-System	At least 1-Din CD/Tuner/MP3/Aux/with/without USB, with/without remote control, 2 Speakers	>"Comply"
	Safety Features	SRS Airbag (Driver side and/or Passenger side)	>"Comply"
	Other Accessories	Factory Rustproof, Tint (Windows and Visor), Carpet Matting, Seat Cover, Warranty Booklet Case, Complete Set of Tools, Jack and Manuals, EWD	>"Comply"
	<ul style="list-style-type: none"> INCLUSIONS 	Free Labor Charge on 1000 km & 5000 km periodic maintenance checkups Three (3) years LTO Registration (under the Name of the Department of Budget and Management) One (1) year GSIS TPL Insurance One (1) year GSIS Comprehensive Insurance	>"Comply"
	<ul style="list-style-type: none"> MANUFACTURER'S WARRANTY 	Scope of Coverage <ul style="list-style-type: none"> a. Materials used b. Workmanship c. Roadworthiness Duration: Three (3) years or 100,000 kms., whichever comes first.	>"Comply" >"Comply" >"Comply" >"Comply"

I hereby certify to comply with all the above Technical Specifications.

NISSAN COMMONWEALTH, INC.
Name of Company/Bidder

Darwin L. Montero
DARWIN L. MONTERO
Signature Over Printed Name of Representative

08/17/17
Date

Section IV. General Conditions of Contract

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of

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, 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, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. 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 delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. 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 Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

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Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM).
1.1(i)	The Supplier is
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the FY 2017 General Appropriations Act in the amount of Eighteen Million Two Hundred Thousand Pesos (P18,200,000.00).
1.1(k)	The Project Site is: Department of Budget and Management DBM Building III, General Solano St. San Miguel, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)657-3300 loc. 3115 Contact Person: Ms. Jocelyn Centeno Chief Administrative Officer, AS-GSD The Supplier's address for Notices is:
6.2	The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
10.4	Not applicable.
13.4(c)	No further instructions.
16.1	The quantity of the Goods delivered to DBM shall be inspected by the Administrative Service. However, inspection and approval as to the acceptability of the Goods vis-a-vis its compliance with the technical specifications, and its order and condition, will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

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17.3	In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awarded for a minimum period of one (1) year after acceptance of the Administrative Service-General Services Division (AS-GSD) of the delivered supplies.
17.4	The period of correction of defects shall be made within seven (7) calendar days from either verbal or written notification.
21.1	No additional provision.

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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

August 29, 2017

MR. DARWIN L. MONTERO
Marketing Professional
Nissan Commonwealth, Inc.
41 Commonwealth Avenue
Barangay Holy Spirit
Quezon City, Metro Manila

Dear **Mr. Montero**:

We are pleased to inform you that the contract for the Project, "Motor Vehicles-Lot 2," is hereby awarded to Nissan Commonwealth, Inc. in the amount of P15,782,194.32.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

S. C. C.
BENJAMIN E. DIOKNO
Secretary

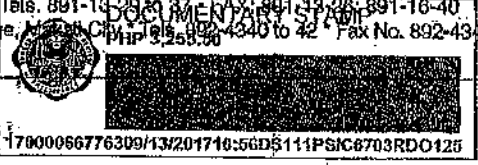


[Handwritten Signature]
MARCO ANTONIO BARAHEL
SEPT 18, 2017



STRONGHOLD INSURANCE COMPANY, INCORPORATED

17th Floor Security Bank Centre, 6776 Ayala Avenue, Makati City, Philippines • Tels. 891-1329 to 34 • Fax. Nos 891-1326/31
Makati Office: Rm. 1403, 14/F Cityland 10 Tower 2, 6817 Ayala Avenue, Salcedo Village, Makati City, Philippines • Tels. 891-1329 to 34 • Fax No. 892-4346



SICI Bond No. 5599
G(13)A-A001-0005599

Tel. Nos 02-891-1329 to 34 ; Fax. Nos 02-891-1326/31

mail@strongholdinsurance.com.ph
www.strongholdinsurance.com.ph
VAT Reg. TIN 00-602-370-000
Established Since 1960

PERFORMANCE BOND (SURETY BOND)

(Performance Security pursuant to Section 39 of the Implementing Rules and Regulation of R.A. No. 9184)

KNOW ALL MEN BY THESE PRESENTS:

That we **NISSAN COMMONWEALTH, INC.** of No. 41 Commonwealth Avenue, Brgy. Holy Spirit, Diliman, Quezon City, as Principal, and **STRONGHOLD INSURANCE CO., INC.** a corporation duly organized and existing under by virtue of the laws of the Republic of the Philippines, as Surety, are held and firmly bound unto the **DEPARTMENT OF BUDGET AND MANAGEMENT** as procuring entity/obligee in the sum of **PESOS FOUR MILLION SEVEN HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT & 30/100 ONLY (P4,734,658.30)** Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, finally by these presents.

Whereas, the above-bounden Principal entered into a contract with the obligee for the:

To fully and faithfully comply with the Principal's obligations under Twelve (12) Units Nissan NV350 Nissan 153TR3.

This bond is callable on demand.

WHEREAS, the Obligor requires a performance security in the above stated sum to secure the full and faithful performance of the obligations of the Principal under the contract within the period as specified in the bidding document/terms of reference pursuant to Section 39 of the Implementing Rules and Regulation of R.A. No. 9184 and an additional one year (1) coverage from date of completion and final acceptance to guarantee that the above-bounden Principal shall undertake the repair work of said units in the manufacture on account of the use of materials of inferior quality discovered within the defect liability period pursuant to Section 62 of the Implementing Rules and Regulation (IRR) of R.A. 9184.

This bond is callable on demand. The Liability of this surety shall in no case exceed the sum of **FOUR MILLION SEVEN HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT & 30/100 ONLY (P4,734,658.30)** Philippine Currency. In case of default or failure of the Principal, the obligee shall notify the Surety by sending the notice of claim with attached supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements stipulated in said contract, R.A. No. 9184 and its implementing Rules and Regulations, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the surety under this bond shall remain valid until justified by the Obligor of the certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 12th day of September, 2017 at MAKATI CITY, Philippines.

NISSAN COMMONWEALTH, INC.

ATTY. ANNA LYNE SJ. PAMPERRADA

President

Principal

STRONGHOLD INSURANCE CO., INC.

ELISEO J. FLORES

Witness to Principal



STRONGHOLD

INSURANCE COMPANY, INCORPORATED

17th Floor Security Bank Centre, 6776 Ayala Avenue, Makati City, Philippines • Tels. 891-13-29 to 37 • FAX: 891-13-26; 891-16-40
Makati Office: Rm. 1408, 14/F Cityland 10 Tower 2, 6817 Ayala Avenue, Salcedo Village, Makati City * Tels. 892-4340 to 42 * Fax No. 892-4346

ACKNOWLEDGEMENT

Republic of the Philippines }
MAKATI CITY } S.S.

SICI BOND NO. 5599
G(13)A-A001-0005599

In MAKATI CITY Philippines, 12th day of September, 2017 personally appeared before me,

NAME	Residence Cert. No.	ISSUED	
		At	On
ATTY. ANNA LYNE S. PONFERRADA STRONGHOLD INSURANCE CO., INC. ELISEO S. FLORES	0009023 898-31-026677-2	MAKATI CITY	01/05/17

and ELISEO S. FLORES with Comm. Tax. Cert. No. 898-31-026677-2 issued at on for and in behalf of STRONGHOLD INSURANCE CO., INC. with Comm. Tax. Cert. No. 0009023 issued at MAKATI CITY on 01/05/17 to me known to be the same person who signed and executed the foregoing instrument and knowledge before me that same is of their own volition and deed.

In WITNESS whereof, I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

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Series of 2017

ATTY. DAVE JOHN T. HERNANDEZ
NOTARY PUBLIC FOR MAKATI CITY
COMMISSION NO. M-166
UNTIL DECEMBER 31, 2018
6th FZETA II ANNEX BUILDING
191 SALCEDO STREET, LEGASPI VILLAGE
MAKATI CITY, METRO MANILA
ROLL NO. 1055110 / 01-03-2017, MANILA
ROLL NO. S998738 / 01-04-2017, MANILA
COMPLIANCE NO. V-0014636 / 02-29-2016

Republic of the Philippines
MAKATI CITY S.S.

ELISEO S. FLORES of STRONGHOLD INSURANCE CO., INC., having been duly sworn, states and deposes that the STRONGHOLD INSURANCE CO., INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines; and that is actually worth the amount specified in the foregoing undertaking to wit FOUR MILLION SEVEN HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT & 20/100 Pesos, (PHP 4,734,658.30) Philippine Currency, over and above all your debts and obligations and property exempt from execution.

STRONGHOLD INSURANCE CO., INC.

By: ELISEO S. FLORES
Operations Manager

Subscribed and sworn to before me this 12th day of September, 2017 at MAKATI CITY, Philippines.
Affiant exhibited to me his Comm. Tax Certificate and that the Corporation, as above mentioned.

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Big. 2016/80-R
(No.) 2016/80-R



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
KOMISYON NG SEGURO
INSURANCE COMMISSION

**KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY**

ITO AY PATUNAY na ang **STRONGHOLD INSURANCE COMPANY, INC.**
(This is to certify that **STRONGHOLD INSURANCE COMPANY, INC.**)
NG LUNGSOD NG MAKATI, PILIPINAS

na isang pang **DI-BUHAY**
a. **NON-LIFE**
(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatathumpu't isang
the class of insurance business above set forth, until twelve o'clock midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't labing-walo
day of December 2018

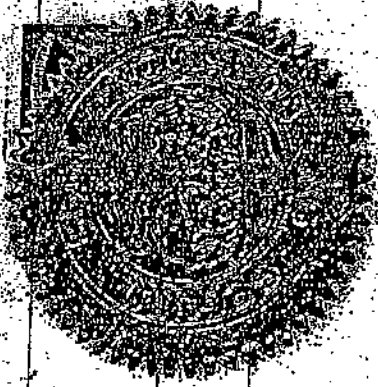
maliban kung agad na bawlin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)

Bilang **KATUNAYAN NIYO**, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name

at inaminta ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed,

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ita-isa ng Enero 2016.
effective on 1 January 2016.)



Emmanuel F. Dooc
EMMANUEL F. DOOC
Insurance Commissioner

DAO No. 344 issued on
February 27, 1961

Class Issued:



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

HUBERT L. YAP

Group Sales Manager
Nissan Commonwealth, Inc.
43 Commonwealth Avenue
Barangay Holy Spirit
Quezon City, Metro Manila

Dear **Mr. Yap**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Motor Vehicles (Lot 2)," shall commence upon receipt of this Notice to Proceed.

Very truly yours,

BENJAMIN E. DIOKNO
Secretary



I acknowledge receipt and acceptance of this Notice on: 10/09/17

Name of Consultant and/or Representative: DARWIN MONTERO

Authorized Signature: _____