

**CONTRACT FOR THE SUPPLY AND DELIVERY
OF MOTOR VEHICLES (LOT 3)**

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 Philippines, with principal office located at Mabini Hall, Malacanang, Manila, represented herein by SEC. FLORENCIO B. ABAD (hereinafter called the "DBM");

- and -

TOYOTA MAKATI, INC., a corporation duly organized and existing under the laws of the Philippines, with principal office located at Ayala corner Metropolitan Avenues, Makati City, represented herein by MR. JERRY T. GUANCO (hereinafter called the "Supplier");

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the supply and delivery of motor vehicles (hereinafter, the "Goods and Services") and the bid of the Supplier is Fourteen Million Two Hundred Sixty Nine Thousand Nine Hundred Twenty Pesos (P14,269,920.00) (hereinafter called the "Contract Price");

WHEREAS, the Notice of Award was issued to the Supplier on November 25, 2013, and Supplier posted its performance security on November 29, 2013.

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 and Price Schedule;
B	-	Schedule of Requirements;
C	-	Technical Specifications;
D	-	General Conditions of Contract;
E	-	Special Conditions of Contract;
F	-	Notice of Award; and
G	-	Performance Security.




Other documents referred to in Section 37.2.3 of the Implementing Rules of Republic Act No. 9184 shall likewise form part of this Contract.

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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ___ day of _____, 2013 at Malacanang, Manila, Philippines.


DEPARTMENT OF BUDGET
AND MANAGEMENT

By:


FLORENCIO B. ABAD
Secretary


TOYOTA MAKATI, INC.

By:


JERRY T. GUANCO
Group Sales Manager

SIGNED IN THE PRESENCE OF


SOFIA C. YANTO
Director, Administrative Service


RICARDO R. CAMBUSA
Marketing Professional

Funds Available:
esperanza
ESPERANZA Q. IGNACIO
Chief Accountant

OR# 2013-12-2145

12/19/2013



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following


NAME	VALID ID	VALID UNTIL
FLORENCIO B. ABAD	DBM ID NO. 3706 CTC No. 300043118 issued on Jan. 23, 2013 at Basco, Batanes	2014 Dec. 31, 2013
JERRY T. GUANCO	Driver's License No. N10-77-021533	June 13, 2016


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 Supply and Delivery of Motor Vehicles (Lot 3) was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 11th day of Dec, 2013.

Doc. No. 446
Page No. 91
Book No. I
Series of 2013.


ROWENA CANDICE M. RUIZ
NOTARY PUBLIC - MANILA
COMMISSION SERIAL NO. 2012-034
UNTIL DECEMBER 31, 2013
ROLL NO. 49404, LBP LRM 05140
PTR NO. 1473608 (Manila) Jan. 16, 2013
LEGAL SERVICE, DBM
MABINI HALL, MALACAÑANG
MANILA





Toyota Makati, Inc.

Ayala corner Metropolitan Avenues, Makati City 1209
Telephone(s): 897-3333 * Facsimile: 897-0333

**Bid Form
(LOT 3)**

Date: November 06, 2013

DEPARTMENT OF BUDGET AND MANAGEMENT

Ground Floor, DBM Building III
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 **Supply and Deliver Fourteen (14) Units Crossover Utility Vehicle, Diesel, M/T [Toyota Innova E Dsl M/T]** in conformity with the said Bidding Documents for the sum of Fourteen Million Two Hundred Sixty Nine Thousand Nine Hundred Twenty Pesos only. [Php 14,269,920.00].

Particulars	Quantity	Unit Price	Total (inclusive of VAT)
Crossover Utility Vehicle, M/T	14 units	Php 1,030,000.00	Php 14,420,000.00
Inclusions:			
3 years LTO Registration		8,200.00	114,800.00
1 year TPL Insurance		447.11	6,259.54
1 year GSIS Comprehensive Insurance		10,952.89	153,340.46
Miscellaneous Expenses		14,680.00	205,520.00
Total (inclusive of VAT)		Php 1,064,280.00	Php 14,899,920.00
Less: Discounts		(45,000.00)	(630,000.00)
Total (net of discounts)		Php 1,019,280.00	Php 14,269,920.00
Other offers:	n/a	n/a	n/a

*Note: The amounts indicated under Inclusions are for bidding purposes only. During contract implementation. THESE INCLUSIONS SHALL BE BORNE BY THE BIDDER REGARDLESSOF ACTUAL CHARGES.

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 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.

Dated this 6th day of November 2013.


JERRY T. GUANCO
Authorized Representative

Group Sales Manager
Designation

Duly authorized to sign Bid for and on behalf of TOYOTA MAKATI, INC.




Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks stipulates hereafter a delivery date which is the date of delivery to the project site.

Particulars		Quantity	Delivery Date
Lot 1	<i>Crossover Utility Vehicle, Diesel, A/T</i>	1 unit	} NO BID
Lot 2	<i>Crossover Utility Vehicle, Gasoline, A/T</i>	1 unit	
	<i>Crossover Utility Vehicle, Diesel, M/T</i>	2 units	
Lot 3	<i>Crossover Utility Vehicle, Diesel, M/T</i>	14 units	Not later than 30 calendar days upon receipt of the Notice to Proceed

I hereby certify to comply and deliver all the above requirements.

TOYOTA MAKATI, INC.
Name of Company/Bidder


JERRY T. GUANCO
Signature Over Printed Name of
Representative

November 05, 2013
Date



Section VII. Technical Specifications


Item	Specification	Bidder's Statement of Compliance
Supply and Delivery of Brand New Motor Vehicles shall conform with the following specifications:		
LOT 3: 14 Units Crossover Utility Vehicle, M/T		Comply Toyota Innova E Dsl M/T
ENGINE	Type: Diesel, 4-cylinder in-line 16 valve, DOHC, Turbo charged, common rail Direct injection	Comply
Displacement	2,490 – 2,500 cc	Comply
Transmission	5-speed manual	Comply
Maximum output	Manufacturer's standard	Comply
Maximum torque	Manufacturer's standard	Comply
CHASSIS		
Seating capacity	8 persons	Comply
Drive train	4 x 2	Comply
Steering type	Power assisted	Comply
Suspension		
Front	Manufacturer's standard	Comply
Rear	Manufacturer's standard	Comply
Brakes		
Front	Disc	Comply
Rear	Drum	Comply
Wheels (rim)	Alloy with center cap	Comply
Tires	205 / 65 R15	Comply
Fuel tank Capacity	55 liters (minimum)	Comply
Color of unit	To be advised by the end-user	Comply

A handwritten signature in black ink, appearing to be 'J. H. H.', is located in the bottom right corner of the page.

ACCESSORIES		
Air-conditioning system	Dual, Manual	Comply
Audio system	CD / MP3 / Tuner / AUX with 4 speakers	Comply
Power features	Window and Door locks	Comply
Other accessories:	SRS Airbags for driver, anti-lock braking system EWD, matting, tint (shade to be advised by end-user), extra seat cover, standard tools	Comply
WARRANTY	3 years or 100,000 kms whichever comes first	Comply
INCLUSIONS	3 years LTO Registration (red plate) 1 year GSIS TPL Insurance 1 year GSIS Comprehensive Insurance The unit shall be registered under the name of the Department of Budget and Management	Comply

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

TOYOTA MAKATI, INC.
Name of Company/Bidder


JERRY T. GUANCO
Signature Over Printed Name of Representative

November 05, 2013
Date





BANK OF THE PHILIPPINE ISLANDS

Founded in 1851

**IRREVOCABLE DOMESTIC STANDBY LETTER OF CREDIT
NO. 02026520078590**

NOVEMBER 28, 2013

DEPARTMENT OF BUDGET AND MANAGEMENT

DBM Building III,
General Solano St.,
San Miguel Manila

Gentlemen:

We hereby issue our Irrevocable Domestic Standby Letter of Credit No. 02026520078590 in your favor ("Beneficiary"), at the request of and for the account of **TOYOTA MAKATI, INC.** ("Accountee") with address at Ayala Ext. Cor. Metropolitan Ave. Makati City in the amount not exceeding PHILIPPINE PESOS: SEVEN HUNDRED THIRTEEN THOUSAND FOUR HUNDRED NINETY-SIX only (PHP 713,496.00) as Performance Security for the Supply and Delivery of Motor Vehicles (Lot 3) per Notice of Award November 22, 2013.

Drawings under this credit shall be made against presentation of the following:

1. Original copy of Domestic Standby Letter of Credit No. 02026520078590 and amendments if any.
2. Your sight draft(s) drawn on ourselves and marked "Drawn without recourse under Bank of the Philippine Islands LC No. 02026520078590."
3. Beneficiary's statement signed by your authorized signatories certifying that the Accountee has defaulted in its obligation.

For identification purposes, above documents must be sent to us via the beneficiary's banker requesting them to confirm to us the authenticity of signatures on beneficiary's written certificate of default.

We hereby agree with the drawers, endorsers and bonafide holder of draft(s) drawn under and in compliance with the terms and conditions of this credit that the same shall be duly honored on due presentation, if drawn and negotiated at our counters at International Operations Department 4/F BPI Building, Ayala Ave., Cor Paseo de Roxas, Makati City Philippines on or before **3:00 PM Manila time of MARCH 28, 2014.**

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev) International Chamber of Commerce Publication No. 600.


ELARNY S. ACORDA
Assistant Manager


IMELDA S. GENTOLIA
Manager



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MALACAÑANG, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MR. JERRY T. GUANCO
Authorized Representative
TOYOTA MAKATI, INC.
Ayala corner Metropolitan Avenues
Makati City

Dear **Mr. Guanco**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply and Delivery of Motor Vehicles (Lot 3)" shall commence upon receipt of this Notice to Proceed.

Very truly yours,


FLORENCIO B. ABAD
Secretary

RECEIVED ORIGINAL
JERRY T. GUANCO