

# PURCHASE AGREEMENT

240419

## SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND-NEW MULTI-PURPOSE VEHICLE (MPV)

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)** of Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, Philippines, represented in this act by its **EXECUTIVE DIRECTOR, LEAH PULIDO OCAMPO**, (hereinafter called "the CITEM") of the one part and **TOYOTA OTIS, INC.**, of 1770 Paz Guazon Street, Barangay 831, Paco, Manila, 1007, Philippines, represented in this act by its **MARKETING PROFESSIONAL, KAREN KRISTY LIM SILANGCRUZ** (hereinafter called "the Supplier") of the other part;

**WHEREAS, CITEM** invited Bids for certain goods, viz., **Supply and Delivery of One (1) Unit Brand-New Multi-Purpose Vehicle (MPV), CITEM Solicitation No.: 2024-0119** and has accepted a Bid by **TOYOTA OTIS, INC.**, for the Supply and Delivery of One (1) Unit Brand-New Multi-Purpose Vehicle in the amount of **ONE MILLION THREE HUNDRED EIGHTY FIVE THOUSAND PESOS (Php1,385,000.00)**, inclusive of taxes (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

**WHEREAS**, there is a need to engage the services of a supplier for the delivery of one (1) unit brand-new Multi-Purpose Vehicle (MPV) as replacement for the old service vehicle;

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

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

**WHEREAS**, among the ten (10) invited bidders; and those who took interest to participate in the bidding, one (1) submitted its bid and underwent negotiation in accordance with RA 9184;

**WHEREAS, TOYOTA OTIS, INC.**, was given sufficient time to rectify and submit necessary documents;

**WHEREAS**, the BAC appointed a Technical Working Group to conduct the post qualification on the single calculated bidder, **TOYOTA OTIS, INC.**, wherein the latter submitted a post qualification report to the BAC for consideration;

**WHEREAS**, the BAC reviewed the post qualification report submitted by the Technical Working Group, and it was found that **TOYOTA OTIS, INC.**, is substantially compliant for the above-mentioned requirement;

**WHEREAS**, upon careful examination and evaluation, the BAC found and declared **TOYOTA OTIS, INC.**, as the Single Calculated and Responsive Bidder (SCRB);

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the Parties' faithful and strict compliance of the terms and conditions hereinafter provided, **CITEM** by these presents, hereby agrees to procure to **TOYOTA OTIS, INC.**, **one (1) unit brand-new Multi-Purpose Vehicle** under the following terms and conditions:

**UNDERTAKINGS:**

**I. SPECIFICATIONS**

**SUPPLY AND DELIVERY OF ONE (1) UNIT BRAND MULTI-PURPOSE VEHICLE**

Engine	4-Cylinder In-Line, 16 Valve Double Overhead Camshaft (Variable Nozzle Turbo Charger w/ Intercooler), Diesel
Displacement	Minimum = 2755 cc / Maximum = 2800 cc
Transmission	6-Speed Automatic Transmission
Max. Power	at least 174 PS @ 3,400 Rpm
Max. Torque	at least 360 Nm @ 1,200-3,400 Rpm
Fuel Capacity	at least 55 liters
Minimum Length	4,735 mm
Minimum Width	1,830 mm
Minimum Height	1,795 mm
Wheelbase	at least 2,750 mm
Seating Capacity	Maximum = 8 seats
Seat Material	Fabric (Black)
Seat Adjustment	Front Driver: 6-Way Manual Adjust Front Passenger: 4-Way Manual Adjust Rear #1: 60/40 Split, Slide, Recline, and 1-Touch Tumble Rear #2: One Touch Easy Space Up
Suspension	Front: Independent, Double Wishbone with Coil Spring Rear: 4-Link with Coil Spring
Wheel /Size	at least 16" – Steel with Full Cap
Ground Clearance	at least 167 mm
Front Brakes	Ventilated Discs
Rear Brakes	Leading-Trailing Drum
Anti-lock Brake System (ABS)	Equipped
Power Windows	Equipped
Air-conditioning System	Front/Rear: Manual Control
Power Steering	Equipped
Airbags	Driver, Front Passenger, Knee (Driver)
Seatbelts	Front: 3 pt. ELR + Pretensioner: 2 Rear #1 and #2: 3 pt. ELR: 3
Camera	Reverse Camera for Parking Support
Parking Sensors	Rear Equipped
Central Locking System	Equipped; and with Keyless entry
Color	Silver Metallic 1
Vehicle Stability Control	Equipped



(VSC)	
Hill-Start Assist Control (HAC)	Equipped
Headlamps	Multi-Reflector Halogen
Fog Lamps	Front and Rear
Wipers	Equipped; Intermittent
Side Mirrors	Color Keyed; Power Adjust
Power Outlet	Equipped
Tools	Standard Tools
Spare Parts	Spare Tire
LTO Registration	3 years LTO and 1 year comprehensive insurance
Service Warranty	3 years or 100,000 kms whichever comes first

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

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

### II. PERIOD OF DELIVERY

**TOYOTA OTIS, INC.**, shall deliver the said requirement within thirty (30) calendar days upon receipt of Notice to Proceed and/or Purchase Agreement.

### III. CONTRACT PRICE

1. In consideration of the abovementioned requirement, **CITEM** shall pay **TOYOTA OTIS, INC.**, the amount of **ONE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND PESOS (Php1,385,000.00)**, inclusive of taxes, within thirty (30) days from inspection, full delivery and/or acceptance of **CITEM**.
2. In consideration for the payments to be made by **CITEM** to **TOYOTA OTIS, INC.**, as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. **CITEM** hereby covenants to pay **TOYOTA OTIS, INC.**, in consideration of the provision of the goods and the remedying defects therein, the contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by this Contract.

### PENALTY FOR DELAY/BREACH

1. All deliveries/undertaking shall be subjected to inspection by **CITEM**. Poor quality of goods shall be replaced/rejected at the expense of the Supplier; and **CITEM** has the right to impose penalty and/or withdraw/cancel this Purchase Agreement;
2. In the event **TOYOTA OTIS, INC.**, encounters delay in the delivery, it shall promptly notify **CITEM** stating the reason for such delay and may request for an appropriate

extension for completion of the delivery; provided that the delay is caused by circumstances beyond the Supplier's control or is due to force majeure. Any extension granted shall not entail additional fee over the consideration herewith provided.

3. Delay caused by reasons other than force majeure and/or delay in the delivery, shall be tantamount to default. **TOYOTA OTIS, INC.**, shall then be required to pay **CITEM** the amount equivalent to **one tenth of one percent (1/10 of 1%)** of the total consideration for each day of delay incurred in the performance of its obligation until such time that the services are completely performed and the items are fully delivered and accepted.
4. Should **TOYOTA OTIS, INC.**, incurred an unreasonable delay (more than 10 days) despite extension, or penalties incurred due to such delay amounted equivalent to 10% of the contract amount, **CITEM** has the right to cancel the contract.
5. That in case of material breach or cancellation of the contract, **TOYOTA OTIS, INC.**, shall be liable to pay **CITEM** damages equivalent to 20% of the amount of this undertaking.
6. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

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

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

##### **1.1. TERMINATION FOR DEFAULT**

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

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

For the purpose of this paragraph:

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

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of **CITEM**, and includes collusive practice among Bidders (prior to or after bid submission) designed



to establish bid prices at artificial non-competitive levels and to deprive **CITEM** of the benefits of free and open competition.

### 1.2. TERMINATION FOR INSOLVENCY

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

### 1.3. FORCE MAJEURE

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

## ARBITRATION

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

## ADDITIONAL PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on this \_\_\_\_\_ day of December 2024, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

TOYOTA OTIS, INC.,

By:

By:

*[Signature]*

*[Signature]*

LEAH PULIDO OCAMPO  
Executive Director

KAREN KRISTY LIM SILANGCRUZ  
Marketing Professional

Signed in the presence of:

*[Signature]*  
MA. LOURDES D. MEDIRAN  
Deputy Executive Director

\_\_\_\_\_  
WITNESS

*[Signature]*  
MALERNA C. BUYAO  
Chief, Controllership Div.

ACKNOWLEDGMENT

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

27 DEC 2024

BEFORE ME, a Notary Public for and in the City of Pasay, on this \_\_\_\_\_ day of December 2024 personally appeared the following:

Name Competent Evidence of Identity  
Issued at/on

LEAH PULIDO OCAMPO \_\_\_\_\_  
KAREN KRISTY LIM SILANGCRUZ \_\_\_\_\_

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

This instrument, which refers to a Contract of Services consisting of Six (6) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

Witness my hand and seal this \_\_\_\_\_ day of 27 DEC 2024

Doc. No. 333  
Page No. 68  
Book No. 3  
Series of 2024

*[Signature]*  
ATTY. MA. CLEOFE L. JAIME  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2025  
ATTORNEY'S ROLL NO. 27802  
IBP OR NO. 414661/JAN. 10, 2024  
PTR NO. PC 8453863/JAN. 03, 2024/PASAY CITY  
Commission No. 24-21 (EXPIRED DECEMBER 31, 2025)  
MCLE No. VI-0018402 ISSUED ON MAY 20, 2022  
VALID UNTIL 14 APRIL 2025  
OFFICE ADDRESS-STALL #1 NO. 54 AARNAIZ AVE., LIBERTAD, PASAY CITY