



PURCHASE ORDER

Supplier : TOYOTA OTIS, INC.	P.O. No. : 23-0036
Address : 1770 Paz M. Guanzon St., Paco, Manila	Date : 18-Jul-23
TIN : 003-498-557	PR Date : 18-Jul-23

RECEIVING COPY
Negotiated Procurement - Two Failed Biddings (Sec. 53.1)

Name of Project
SUPPLY AND DELIVERY OF BRAND-NEW VEHICLES FOR GCG'S REFLEETING PROGRAM - LOT NO. 2

Place of Delivery : **3rd Floor BDO Towers Paseo (formerly Citibank Center), 8741 Paseo De Roxas, Makati City**

Delivery Period : **Forty-five (45) Calendar Days upon the receipt of Purchase Order**

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
		SUPPLY AND DELIVERY OF BRAND-NEW VEHICLES FOR GCG'S REFLEETING PROGRAM - LOT NO. 2	2	₱1,927,908.00	₱3,855,816.00
		Sports Utility Vehicle (SUV 4x2) (A/T) Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc			
		(Please see the project's Technical Specifications as reflected in the attached submitted Conformity with the Technical Specifications)			
		Note: The winning bidder shall be subjected to evaluation by the End-user after the implementation of the project.			
		****Nothing Follows****			
		Requesting Office: RAUL T. ABAD, CPA Director IV - AFO			

GOVERNANCE COMMISSION FOR GOVERNMENT-OWNED OR CONTROLLED CORPORATIONS
ALLOCATED
 R.A. No. 11936
 Fund Available: (✓) General () Special () Trust ()
 Function/Project: 100010001
5000000000 - Other Transportation Equipment

(Total Amount in Words) **Three Million Eight Hundred Fifty-Five Thousand and Eight Hundred Sixteen Pesos Only** **₱3,855,816.00**

Purpose: For the purchase of brand new service vehicles for the GCG's refleeting program and official use of the GCG Commission and personnel.
 *** This Purchase Order is subject to the terms and conditions stated at the back of this document***

Conforme:
YVONNE JAYCA NIETO
 Signature over Printed Name of Supplier's Authorized Representative

25 MAR 2024
Date

Very truly yours,

ATTY. MARIUS P. CORPUS
 Chairperson

Fund Cluster : <u>01</u>	ORS No. : <u>04-102101-2024-03-0214</u>
Funds Available : <u>3,855,816.-</u>	Date of the ORS: <u>19 March 2024</u>
 JOSUE C. ROSAL OIC - Chief Accountant	Amount : <u>3,855,816.-</u>



TERMS AND CONDITION

1. **PRICES.** All prices quoted herein are valid, binding and effective at least ninety (90) calendar days from date of quotation/ notice of award. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.

2. **NOTICE.** Awardee/ Supplier shall pick up purchase order (s) issued on his favor within three (3) days after receipt of notice to that effect. A telephone call or fax transmission shall constitute an official notice to the Awardee/ Supplier. Thereafter, if the purchase orders (s) remain unclaimed, the said purchase order (s) shall be sent by the messengerial service to the Awardee/ Supplier at the latter's expense. To avoid delay in the delivery of the requesting office's requirements, all Suppliers shall be precluded from

3. **DELIVERY.** Awardee/ Supplier shall be responsible for the source (s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the Supplier to comply with the same shall be ground for cancellation of the award and purchase order without prejudice to the imposition of administrative sanctions provided by the internal rules of the procuring Entity and/ or other applicable laws.

The Procuring Entity (GOVERNANCE COMMISSION FOR GOCCs) reserves the right to accept or reject delivered articles if found not conforming to specifications, terms and conditions stipulated.

4. **PLACE OF DELIVERY.** Awardee/ Supplier shall deliver the items to the Procuring Entity and its Property Officer for inspection and acceptance.

5. **LIQUIDATED DAMAGES.** When the Supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Awardee/ supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by the way of penalty, an amount equal to one- tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

Rejected deliveries shall be construed as non-delivery of product (s)/ item (s) and shall be subject to liquidated damages, subject to the terms and conditions prescribed hereof.

6. **WARRANTY.** For the procurement of goods, in order to assure that manufacturing defects shall be corrected by the Awardee/ Supplier, a warranty security shall be required from the Awardee/ Supplier for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non- expendable supplies, after acceptance by the procuring entity of the delivered supplies. Any defective items (s)/ product (s) that may be discovered by the Procuring entity within the warranty period shall be replaced by the Award/ Supplier within seven (7) calendar days upon receipt of a written notice to that effect.

7. **PAYMENT.** Payment shall be made upon submission of the proof of Acceptance and Inspection report issued by the Procuring entity. All transactions are subject to applicable withholding taxes in accordance with existing BIR Rules and Regulations.

8. **OTHER TERMS AND CONDITIONS.** The Procuring Entity may include other terms and conditions depending on the need and nature of the items subject to the purchase order/ contract. The provisions, terms and condition in the project's Terms of Reference (TOR) shall prevail over these terms and condition in case of conflict.

9. Provisions contained in Title VI of the Civil code of the Philippines on Sales and in Republic Act 9184 and its Revised implementing Rules and Regulations are hereby incorporated and made as an integral part hereof.

10. This serves as your Notice to Proceed.

Full Name and Signature of Authorized Representative
Date Signed

Conformity with the Technical Specifications

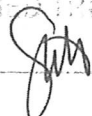
Item	Technical Specification	Statement of Compliance "Comply" or "Not Comply"
FORM OF QUOTATION		
1.1	Bidders may participate in one or more lots stated above. Bidders must submit a single Technical Component Envelope. Participating bidders to more than one (1) lot shall submit separate Financial Component Envelopes for each lot to be bid on. The Financial Component Envelopes shall be properly marked with the particular lot number to be bid on.	<i>Comply</i>
1.2	Bidder/s must state the specific model variant and attach a brochure of the vehicle/s for the lot/s it is intending to bid. The brochure must clearly contain the particular specifications of the vehicle/s the bidder/s is/are tendering/ offering to bid for the corresponding lot/s.	<i>Comply</i>
1.3	Bidder's/ Supplier's quotation/s for each Lot shall be inclusive of all costs and applicable taxes, LTO registrations, and other incidental expenses, including, but not limited to notarial expenses, EXCLUDING comprehensive insurance/s.	<i>Comply</i>
1.4	Quotations shall be valid for sixty (60) calendar days from receipt by the BAC secretariat	<i>Comply</i>
1.5	Bidders must be able to deliver the vehicles in the GCG office.	<i>Comply</i>
PERFORMANCE SECURITY		
2.1	To guarantee the faithful performance of its obligations under the contract in accordance with the Terms and Reference, the winning supplier shall post a performance security or bond within ten (10) calendar days upon or after receipt of the Notice of Award.	<i>Comply</i>

TO: TIA MOTIS INC.
CERTIFIED TRUE COPY

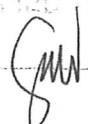
BY: _____



2.2	<p>Performance security must be in an amount not less than the required percentage of the total contract price in accordance with the schedule:</p> <table border="1" data-bbox="491 331 1114 1238"> <thead> <tr> <th data-bbox="491 331 563 745">Lot No.</th> <th data-bbox="563 331 778 745">Item/ Description</th> <th data-bbox="778 331 946 745">Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (5%)</th> <th data-bbox="946 331 1114 745">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (30%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="491 745 563 1037">2</td> <td data-bbox="563 745 778 1037"> Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i> </td> <td data-bbox="778 745 946 1037">P 204,000.00</td> <td data-bbox="946 745 1114 1037">P 1,224,000.00</td> </tr> <tr> <td data-bbox="491 1037 563 1238">3</td> <td data-bbox="563 1037 778 1238"> Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i> </td> <td data-bbox="778 1037 946 1238">P 86,500.00</td> <td data-bbox="946 1037 1114 1238">P 519,000.00</td> </tr> </tbody> </table>	Lot No.	Item/ Description	Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (5%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (30%)	2	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i>	P 204,000.00	P 1,224,000.00	3	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	P 86,500.00	P 519,000.00	<p style="text-align: center;"><i>Comply</i></p> <p style="text-align: center;"><i>Not Comply</i></p>
Lot No.	Item/ Description	Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (5%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (30%)											
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3	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	P 86,500.00	P 519,000.00											
2.3	<p>The performance security shall be denominated in Philippine Pesos and posted in favor of GCG, which shall be forfeited in the event it is established that the winning supplier is in default in any of its obligations under the terms and condition of the Purchase Order (PO).</p>	<p style="text-align: center;"><i>Comply</i></p>												
2.4	<p>The performance security shall remain valid until issuance of the Certificate of Final Acceptance by the GCG.</p>	<p style="text-align: center;"><i>Comply</i></p>												
2.5	<p>The performance security may be released by the GCG after the issuance of Certificate of Final Acceptance, subject to the following conditions: (a) GCG has no claims filed against the winning supplier; (b) It has no claims for labor and materials filed against the contractor; and (c) other terms and condition of the PO.</p>	<p style="text-align: center;"><i>Comply</i></p>												

TO: GCG INC.
 CERTIFICATE COPY
 BY: 


DELIVERY PERIOD		
3.1	Delivery period shall be within forty-five (45) calendar days from the receipt of PO. However, the winning bidder may request for an extension of delivery period, not later than ten (10) calendar days before the deadline, subject to the approval of the GCG. Non-delivery of the unit/s within the delivery period shall cause the automatic termination of the PO.	<i>Comply</i>
PAYMENT TERMS		
4.1	No (advance) payment shall be made for suppliers and materials not yet delivered or services not yet rendered.	<i>Comply</i>
4.2	The supplier's request for payment shall be made in writing, accompanied by a Delivery Receipt and/or Sales Invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant, and upon fulfillment of other obligations stipulated in this Terms of Reference.	<i>Comply</i>
4.3	GCG shall be given twenty (20) working days upon submission of complete billing documents for payment processing.	<i>Comply</i>
4.4	The currency in which payment is to be made shall be in Philippine Pesos.	<i>Comply</i>
WARRANTY		
5.1	The supplier warrants that the goods supplied are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and material. The supplier also warrants that all goods supplied shall have no patent or latent 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. The supplier further warrants that the goods supplied is fit for the use for which it was intended.	<i>Comply</i>
5.2	The obligation for the warranty shall be covered by a warranty security in the form of retention money in an amount equivalent to one percent (1%) of every progress payment, or total contract price in case of one-time payment.	<i>Comply</i>

TO: GCG, INC.
 CONTROLLED COPY
 BY: 

5.3	The warranty security shall only be released after the lapse of the warranty period provided by the supplier.	Comply
5.4	After the lapse of the period, and upon request by the supplier, the GCG shall release the warranty security, Provided, that the goods supplied are free from patent and latent defects and all conditions imposed under the Terms of Reference have been fully met.	Comply
5.5	The GCG shall promptly notify the supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the supplier shall, within seven days (7) and with all reasonable speed, repair, or replace the defective goods or parts thereof, without costs to the GCG. If the supplier, having been notified, fails to remedy the defects within the period specified in the contract, the GCG may proceed to call upon the performance security, without prejudice to any other rights which it may have against the supplier under this Terms of Reference and under the applicable law.	Comply
OTHER REQUIREMENTS/CONDITIONS		
6.1	Requirement for submission of product brochures/ conduct of product demonstration upon prior notice (to be submitted during post-qualification)	Comply
6.2	Supplementary application of the Civil Code and the Procurement Law: In the absence of express provision in these Terms of Reference, the mandatory provisions of the New Civil Code and the Government Procurement Reform Act shall have supplementary application in the contract between the GCG and the winning bidder/supplier.	Comply
6.3	The Purchase Order, together with the Purchase Request, these Terms of Reference, Supplier's Quotation, and Notice of Award, shall constitute the Agreement between the GCG and the winning bidder/supplier to which the contract will be awarded.	Comply

NAME: YVONNE JAYCA NIETO

LEGAL CAPACITY: MARKETING PROFESSIONAL / AUTHORIZED REPRESENTATIVE


SIGNATURE: 

DULY AUTHORIZED TO SIGN FOR AND IN BEHALF OF:

TOYOTA OTIS INC.

JANUARY 26 2024

TOYOTA OTIS INC.
 (STAMPED DATE COPY)

BY: 

GR TOYOTA
GAZOO
Racing
Pushing the limits for Better



RACE YOUR WINNING WAYS

TOYOTA FORTUNER GR-S

Engineered to drive you towards a new peak of success, the Fortuner GR-S puts the excitement and thrilling performance into the country's best-selling SUV.



Learn more at toyota.com.ph/fortuner-grs
Vehicle featured is Fortuner GR-S. Toyota Motor Philippines Corporation reserves the right to change the vehicle specifications without prior notice.

Move your world

TOYOTA MOTOR PHILIPPINES, INC.
CLEANED COPY

BY: *[Signature]*

TECHNICAL SPECIFICATIONS

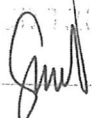
LOT NO. 2 : Sports Utility Vehicle (SUV 4x2)

QUANTITY : 2 Units

APPROVED BUDGET FOR THE CONTRACT : ₱ 2,040,000.00 per unit or a total of ₱ 4,080,000.00


PLEASE MARK [X] ON INTENT BIDDING FOR THE LOT:
NOT BIDDING FOR THE LOT:

Item	Technical Specification	Statement of Compliance "Comply" or "Not Comply"
1.1	Year Model: at least 2023 Year Model	Comply
1.2	Engine: Turbo-Charged Diesel Engine	Comply
1.3	Seating Capacity: At least 7-Seater (Inclusive of Driver)	Comply
1.4	Transmission: 6-7 Speed A/T (4x2)	Comply
1.5	Fuel Type: Diesel	Comply
1.6	Displacement: Minimum range of 2,000 cc, but not more than 2,500 cc	Comply
MINIMUM REQUIREMENTS		
1.7	Overall Dimensions (mm):	Comply

THE BIDDING PROCESS HAS BEEN COMPLETED.
 CERTIFICATE COPY
 BY: 

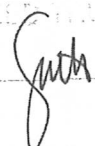
	At least 4,700 x 1,800 x 1,800 mm (LxWxH)	Comply
1.8	Wheelbase: At least 2,700 mm	Comply
1.9	Fuel Capacity (L): At least 70 liters	Comply
1.10	Aircon System: Dual Zone – Manual or Automatic Control	Comply
1.11	Brake System: Ventilated Discs (Front)/Drums or Ventilated Discs (Rear)	Comply
1.12	Airbags: Manufacturer's standard	Comply
1.13	Anti-Lock Brake System: Provided: With Electronic Brakeforce Distribution (EBD) and Brake Assist (BA)	Comply
1.14	Warranty: Three (3) years or 100,000 kms., whichever comes first, including materials used, labor/workmanship, and roadworthiness. Free labor charge on 1000-km and 5000-km periodic maintenance checkups or up to six (6) months, whichever comes first.	Comply

AUTHORIZED REPRESENTATIVE : YVONNE JAYCA NIETO

SIGNATURE : 

DULY AUTHORIZED TO SIGN THE BID OF TOYOTA OTIS INC.

DATE : JANUARY 26 2024

BY:  COPY

BY: _____