

**CONTRACT FOR THE
PROCUREMENT OF FIVE (5) LOTS CORPORATE MOTOR VEHICLES
LOT 1 – TWENTY-ONE (21) UNITS PASSENGER VAN**

MAY 28 2014

THIS AGREEMENT made on the _____ day of _____, 2014 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 17th Floor, Citystate Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **PRESIDENT AND CEO, ALEXANDER A. PADILLA**, (hereinafter called "**PHILHEALTH**").

-and-

TOYOTA QUEZON AVENUE, INC., a corporation registered with the Securities and Exchange Commission under Certificate No. 158254, issued on December 19, 1988, and existing under the laws of the Republic of the Philippines, with business address at 728 Quezon Ave., Quezon City represented herein by its **GROUP SALES MANAGER, NORMAN S. MENDOZA**, (hereinafter called "**TOYOTA QUEZON AVENUE**").

WITNESSETH: That –

WHEREAS, PHILHEALTH invited Bids for the **Procurement of Lot 1 – Twenty-One (21) units Passenger Van** for the project **Five (5) Lots Corporate Motor Vehicles (ITB No. FLCMV 2013-024-GS)** and has accepted the Bid by **TOYOTA QUEZON AVENUE** for the supply of those goods in the sum of **THIRTY THREE MILLION THREE HUNDRED NINETY EIGHT THOUSAND AND FOUR HUNDRED PESOS (Php33,398,400.00) ONLY**, (hereinafter called "**the Contract Price**").

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereunder referred to.
2. The following documents shall form and be read and construed as part of this Agreement, viz.:
 - (a) the Financial Proposal submitted by **TOYOTA QUEZON AVENUE, INC. (Annex "A")**;
 - (b) the Schedule of Requirements (**Annex "B"**);
 - (c) the Technical Specifications (**Annex "C"**);
 - (d) the General Conditions of Contract (**Annex "D"**);
 - (e) the Special Conditions of Contract (**Annex "E"**);
 - (f) the Bid Bulletin No. 01 (**Annex "F"**);
 - (g) the BAC-GS Resolution No. 017, s. 2014 (**Annex "G"**);
 - (h) the Notice of Award (**Annex "H"**);
 - (i) the Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **TOYOTA QUEZON AVENUE** as hereinafter mentioned, **TOYOTA QUEZON AVENUE** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Agreement.
4. **PHILHEALTH** hereby covenants to pay **TOYOTA QUEZON AVENUE** 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 at the time and in the manner prescribed by this Agreement.

5. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities.
6. **TOYOTA QUEZON AVENUE** hereby covenants to deliver in favor of **PHILHEALTH** the goods/services based on **Annex "C"** of this Agreement.
7. Upon submission of **TOYOTA QUEZON AVENUE** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay the sum of **Thirty Million Fifty Eight Thousand and Five Hundred Sixty Pesos (PhP30,058,560.00)** only, which is ninety percent (90%) of the total contract price, within fifteen (15) working days after complete delivery to and acceptance by **PHILHEALTH**.

PHILHEALTH shall hold the **ten percent (10%)** of the total contract price as retention money or as obligation for "**Warranty**" in an amount equivalent to **Three Million Three Hundred Thirty Nine Thousand and Forty Pesos (PhP3,339,840.00)** only. **TOYOTA QUEZON AVENUE** may opt to post a special bank guarantee equivalent to at least **ten percent (10%)** of the total contract price. Said amounts shall only be released after the lapse of the **first year of the three-year warranty period** for non-expendable supplies as required under **Section 62 (Warranty)** of the **Revised IRR of RA 9184**. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
8. **TOYOTA QUEZON AVENUE** shall be amenable to deliver additional passenger vans subject to the conditions of **REPEAT ORDER** under **Section 51 of the Revised IRR of R.A. 9184**.
9. All other terms, conditions and stipulations accompanying this Agreement together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the PARTIES hereto.

The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Agreement and that they had fully understood the same.

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 the day and year first above written.

PHILIPPINE HEALTH INSURANCE CORPORATION

By:

ALEXANDER A. PADILLA
President and Chief Executive Officer

TOYOTA QUEZON AVENUE, INC.


By:

NORMAN S. MENDOZA
Group Sales Manager

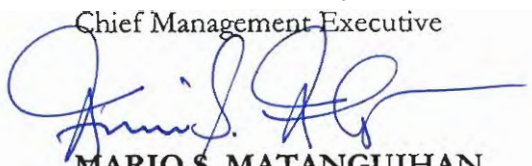
Signed in the presence of:


EDGAR JULIO S. ASUNCION
Senior Vice President/Chief Legal Executive

Witness for **Toyota Quezon Avenue, Inc.**


MELINDA C. MERCADO
Senior Vice President/
Chief Management Executive


Witness for Toyota Quezon Avenue, Inc.


MARIO S. MATANGUIHAN
Senior Manager
Physical Resources and Infrastructure Department

 CAF # 2014-05-46
HANNAH ANTONIO DALISAY
Division Chief IV/DRAS – AIC Division,
Comptrollership Department

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF QUEZON CITY) S.S.

Tomas F. Dulay Jr.

MAY 28 2014

BEFORE ME, this ____ day of _____ 2014, personally appeared the following persons exhibiting to me their respective Government-issued ID's, to wit:

Identification Card
and No.

Date/Place of Issue

ALEXANDER A. PADILLA

Philippine Health Insurance Corporation

NORMAN S. MENDOZA

Toyota Quezon Avenue, Inc.

DL NO. N02-01-064677

Known to me to be the same persons who executed the foregoing Agreement consisting of forty-three (43) pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 445
Page No. 100
Book No. 92
Series of 2014

Tomas F. Dulay Jr.

ATTY. TOMAS F. DULAY, JR.

Notary Public until Dec. 31, 2014
Adm. Matter No. NP-061/2013-2014
PTR No. 9042383/1-2-2014/QC
IBP No. 915073 C-Y 2014/QC
Roll No. 16583/03/13-61
TIN No. 410225916
No. 92 Legaspi St., Project 4, QC
MCLE No. Exempted No. 000838

[Signature]

Bid Form

Date: January 18, 2014
 Invitation to Bid No.: FLCMV 2013-024-GS

The Chairperson
 Bids and Awards Committee
 PHILHEALTH

Gentlemen and/ or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers. 01 (ITB NO. FLCMV 2013-024-GS), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver Twenty One (21) units Passenger Van (Lot 1); Twenty (20) units High Side Pick-Up (Lot 2); Four (4) units Passenger Wagon/Asian Utility Vehicle (Lot 3); in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
(21) UNITS PASSENGER VAN (HIACE GL MONOTONE) WITH 3YRS LTO REGISTRATION	PHP1,590,400.00	PHP33,398,400.00
TOTAL (In Word)	ONE MILLION FIVE HUNDRED NINETY THOUSAND AND FOUR HUNDRED PESOS ONLY	THIRTY THREE MILLION THREE HUNDRED NINETY EIGHT THOUSAND AND FOUR HUNDRED PESOS ONLY

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 18th day of January 2014.

Section VI. Schedule of Requirements

PASSENGER VAN (LOT 1)

Item Description	Quantity	Delivery Requirement
Passenger Van	21 units	Delivery shall be made within forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.

4X2 HIGH SIDE PICK-UP [LOT 2 (A)]

Item Description	Quantity	Delivery Requirement
4x2 Hi-Side Pick-Up	13 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.

4x4 HIGH SIDE PICK-UP [LOT 2 (B)]

Item Description	Quantity	Delivery Requirement
4x4 Hi-Side Pick-Up	7 units	Delivery shall be made within forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.

PASSENGER WAGON/ASIAN UTILITY VEHICLE (LOT 3)

Item Description	Quantity	Delivery Requirement
Passenger Wagon/Asian Utility Vehicle	4 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.

30-SEATER COASTER (LOT 4)

Item Description	Quantity	Delivery Requirement
30-Seater Coaster	1 unit	Delivery shall be made within sixty (60) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.

MOTORCYCLE OFF-ROAD TYPE (LOT 5)

Item Description	Quantity	Delivery Requirement
Motorcycle Off-Road Type	1 unit	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.

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

Toyota Quezon Avenue Inc. Richter Mar M. Vasquez January 15, 2014
Name of Company/Bidder Signature over Printed Name of Representative Date

[Handwritten signature of Richter Mar M. Vasquez]

[Handwritten initials: M. Vasquez]

[Handwritten initials: M. Vasquez]

Section VII. Technical Specifications

SPECIFICATIONS

Statement of Compliance

* Statement of Compliance- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidder's Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Procurement of Five (5) Lots Corporate Motor Vehicles

Statement of Compliance

Procurement of Twenty One (21) units Passenger Van (Lot 1)

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo Charged)
* Displacement	Not more than 2500 CC
* Fuel System	Diesel, Direct Injection Common Rail
* Emission Standard	Euro 2
Interior	
* Seating Capacity	11 or 12
* Airconditioning System	Dual with Manual Controls
* Front Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front & Rear
* Instrument Panel	Manufacturer's/Dealer's Standard
Transmission	Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire and Wheels	Manufacturer's Standard

Handwritten signatures and initials at the bottom right of the page, including a large signature and several smaller initials.

Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver and Passenger)
* Seatbelts	Equipped

Procurement of Twenty (20) units High Side Pick-Up Lot 2
Thirteen (13) Units 4x2 High Side Pick-Up [Lot 2 (a)]

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 2500 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Seven (7) units 4x4 High Side Pick-Up [Lot 2 (b)]

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	3.0 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 3000 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	

[Handwritten signatures and initials]

* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front
Transmission	4x4 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Procurement of Four (4) units Passenger Wagon/Asian Utility Vehicle (Lot 3)

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo Charged)
* Displacement	Not more than 2500 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	At least 8
* Airconditioning System	Dual with Manual Controls
* Front Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front & Rear
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	

[Handwritten signatures and initials]

* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Procurement of One (1) unit 30-Seater Coaster (Lot 4)

SPECIFICATION	UTILITY VEHICLE
Engine Specification	
* Technology	Japan Technology
* Type	4-Cylinder, 4 Strokes In-Line, (Turbo Charged)
* Displacement	Range 4.0 Liter to 4.6 Liters
* Fuel System	Diesel, Direct Injection
Interior	
* Seating Capacity	30
* Type of Seats	With 22 Reclining Seats
* Airconditioning System	Manufacturer's Standard with air outlets evenly distributed overhead
* Front Windows	Combination of fixed and sliding
* Doors	Automatic
* Luggage Compartment	Overhead Tray for small luggage
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Side & Rear View Mirrors	Equipped
* Head Lamps	Manufacturer's Standard
* Luggage Compartment	Lower Rear
* Wiper	Front
Body	Manufacturer's Standard or Custom-built of durable quality
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	Manufacturer's Standard
Steering System	Manufacturer's Standard
Tire & Wheels	Manufacturer's Standard
Safety Features	Manufacturer's Standard

Procurement of One (1) unit Motorcycle 125cc (Motard) (Lot 5)

SPECIFICATION	UTILITY VEHICLE
Engine Specification	
* Technology	Japan Technology
* Type	4-Stroke Aircooled over-head Cam
* Displacement	124.8 CM3
* Bore x Stroke	524mm x 57.9mm
* Starter System	Electric/Kick
* Ignition System	DC-CDI/Battery
* Brake System	Hydraulic Disc.
* Fuel Capacity	3.8 Liters

WARRANTY

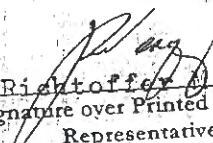
The warranty for the vehicles shall be three (3) years but for purposes of the ten percent (10%) retention money or posted special bank

[Handwritten signatures and initials]

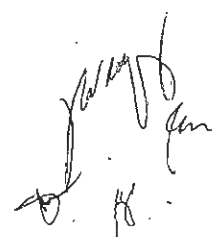
guarantee, the period shall be one (1) year only.

I hereby certify to comply with all the above Technical Specifications

~~Toyota Quezon Avenue Inc.~~
Name of Company/Bidder


Signature over Printed Name of
Representative

~~Vasquez~~ January 15, 2014
Date


H. M. B.

Section IV. General Conditions of Contract

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 receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity 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

Handwritten initials and signatures at the bottom right of the page.

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. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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

HS [Signature] J H

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 Head of the Procuring Entity 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.
- 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.

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. For Goods supplied from abroad, the terms of payment shall be as follows:
- (a) On Contract Signature: Ten percent (10%) 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: Seventy percent (70%) 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.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

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 ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the 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 shall rescind 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 Contractor 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 Contractor. 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 Head of the Procuring Entity 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

Handwritten initials and marks: "KF", a signature, "H", and "H".

which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum merit* 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 Head of the Procuring Entity 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) aforementioned, 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity; 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.

Handwritten initials and signatures: "H", "fm", "w", "L"

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is: Philippine Health Insurance Corporation Corporate Operating Budget for CY 2013 in the amounts of Thirty Three Million Four Hundred Eight Thousand Nine Hundred Pesos (PhP33,408,900.00) for Lot 1, Fourteen Million Eight Hundred Thirty Five Thousand Three Hundred Ninety Five Pesos and Twenty Five Centavos (PhP14,835,395.25) for Lot 2 (a), Ten Million Two Hundred Sixty Nine Thousand Three Hundred Fifty Pesos (PhP10,269,350.00) for Lot 2 (b) [Total of Twenty Five Million One Hundred Four Thousand Seven Hundred Forty Five Pesos and Twenty Five Centavos (PhP25,104,745.25 for Lot 2) for Lot 2], Four Million Seventy Thousand Nine Hundred Thirty Three Pesos and Thirty Three Centavos (PhP4,070,933.33) for Lot 3, Three Million Nine Hundred Forty Three Thousand Nine Hundred Pesos (PhP3,943,900.00) for Lot 4 and Sixty Nine Thousand Three Hundred Thirty Three Pesos and Thirty Three Centavos (PhP69,333.33) for Lot 5. Total ABCs for the Five (5) Lots: PhP66,597,811.91</p>
1.1(k)	The Project Site is <i>at PhilHealth Head Office</i> .
5.1	The Procuring Entity's address for Notices is: <i>SVP MELINDA C. MERCADO, Chief Management Executive, and BAC-GS Chairperson, Room 1002, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City</i>
6.2	<p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI.</p> <p>Delivery and Documents –</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>The Five (5) Lots Corporate Motor Vehicle shall be delivered to PhilHealth Head Office, Citystate Centre Bldg., 709 Shaw Blvd., Bgy. Oranbo, Pasig City. Risk and title will pass from the Supplier to PhilHealth upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods and Services to the Project Site, the Supplier shall notify PhilHealth and present the following documents to PhilHealth:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or</p>






	<p>acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>PhilHealth accepts no liability for the damage of Goods during transit. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to PhilHealth until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.2	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS
16.1	NO FURTHER INSTRUCTIONS
17.3	Warranty shall be three (3) years after acceptance by PhilHealth of the delivered goods (warranty on parts, services and maintenance during warranty period).
17.4	NO FURTHER INSTRUCTIONS
21.1	NO ADDITIONAL PROVISION

for M & 16



**BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)
 RESOLUTION NO. 017, S. 2014**

**RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE
 PROCUREMENT OF TWENTY-ONE (21) UNITS PASSENGER VAN (LOT 1) UNDER
 ITB NO. FLCMV 2013-024-GS BE AWARDED IN FAVOR OF TOYOTA QUEZON
 AVENUE AS THE BIDDER WITH THE LOWEST CALCULATED RESPONSIVE BID
 (LCRB)**

WHEREAS, the Bids and Awards Committee for Goods and Services (BAC-GS) advertised at the Philippine Star, the PhilG-EPS, the PhilHealth Website and the office premises an Invitation to Bid (ITB) for the Procurement of Five (5) Lots Corporate Motor Vehicle (ITB No. FLCMV 2013-024-GS) during the period December 26, 2013 to January 1, 2014;

WHEREAS, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of Thirty Three Million Four Hundred Eight Thousand Nine Hundred Pesos (PhP33,408,900.00);

WHEREAS, in response to the said invitation, three (3) prospective bidders purchased the bidding documents, namely: 1) Toyota Quezon Avenue, 2) IKK Ichigan, Inc. and 3) Toyota Makati, Inc.;

WHEREAS, during the Opening of Bids on January 20, 2014 at 1:30 p.m., only two (2) bidders submitted their bids, namely: 1) Toyota Quezon Avenue and 2) Toyota Makati, Inc.;

WHEREAS, during the said Opening of Bids, the BAC-GS utilized a checklist in accordance with the provisions of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, during the evaluation of the bids, the BAC-GS arrived at the following results:

Proponents	Evaluation Results
1. Toyota Quezon Avenue	PhP33,398,400.00 Lowest Calculated Bid (LCB)
2. IKK Ichigan, Inc.	Late for the submission of bids.
3. Toyota Makati, Inc.	PhP33,408,900.00 2 nd Lowest Calculated Bid (LCB)

WHEREAS, based on the above results, Toyota Quezon Avenue was declared as the bidder with the Lowest Calculated Bid (LCB) to be subjected to post-qualification by the BAC-GS Technical Working Group A;

WHEREAS, during the BAC-GS meeting held on February 11, 2014, the TWG presented the corresponding Post-Qualification Evaluation Report to the BAC-GS on Toyota Quezon Avenue with the recommendation that said bidder be "post-qualified" and be declared as the Lowest Calculated Responsive Bid (LCRB) on the following ground, to quote:

"We respectfully indorse to your Office the bid records of Toyota Quezon Avenue relative to the Procurement of Twenty-One (21) units Passenger Van (Lot 1) thru Competitive Bidding.

[Handwritten signatures]

*Kindly take notice that per the evaluation and review of the bidding documents, the said bid was found to be **RESPONSIVE with the requirements** as reflected in the Post Qualification Evaluation Report hereto attached."*

WHEREAS, during the same meeting, the TWG also presented the Certificate of Compliance from Engr. Nicanor Tuazon and Mr. Fernan G. Bautista of the Physical Resources and Infrastructure Department (PRID) regarding the compliance of Toyota Quezon Avenue on all technical specifications indicated in the Terms of Reference (TOR) of the said procurement project;

WHEREAS, the BAC-GS concurred with the recommendation of the TWG to declare Toyota Quezon Avenue as the bidder with the Lowest Calculated Responsive Bid (LCRB);

NOW, THEREFORE, premises considered, the BAC-GS resolves, to declare Toyota Quezon Avenue as the bidder with the Lowest Calculated Responsive Bid (LCRB) and recommend that the contract for the Procurement of Twenty-One (21) units Passenger Van (Lot 1) under ITB No. FLCMV 2013-024-GS be awarded to the said bidder.

IT IS SO RESOLVED.

Signed this 11th day of February, 2014 at Pasig City.


SVP MELINDA C. MERCADO
Chairperson



ATTY. GERMAIN G. LIM
Vice-Chairperson


VP GREGORIO C. RULLODA
Member

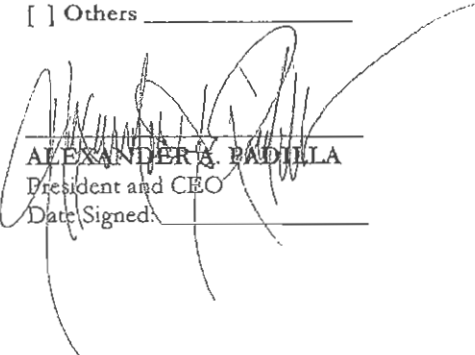

OIC-VP ISRAEL FRANCIS A. PARGAS, M.D.
Member


SM NARISA PORTIA J. SUGAY, M.D.
Member


SM EVANGELINE F. RACELIS, PhD
Member


SM MARIO S. MATANGUIHAN
Member/End-User

☒ APPROVED
☐ DISAPPROVED
☐ Others _____



ALEXANDER A. PADILLA
President and CEO
Date Signed: _____

Resolution recommending that the Contract for the Procurement of Twenty-One (21) units Passenger Van (Lot 1) under ITB No. FLCMV 2013-024-GS be awarded in favor of Toyota Quezon Avenue as the Bidder with the Lowest Calculated Responsive Bid (LCRB)



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph



BID BULLETIN NO. 01
(ITB NO. FLCMV 2013-024-GS)

BIDDING FOR THE PROCUREMENT OF FIVE (5) LOTS
CORPORATE MOTOR VEHICLES

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conference held on January 7, 2014 is hereby issued. The following provisions or item/s in the *Bidding for the Procurement of Five (5) Lots Corporate Motor Vehicles (ITB No. FLCMV 2013-024-GS)* are hereby clarified, viz:

PROVISION	AMENDMENT/ CLARIFICATION																																				
<p>Section VI. Schedule of Requirements</p> <p>PASSENGER VAN (LOT 1)</p> <table> <tr> <th>Item Description</th><th>Quantity</th><th>Delivery Requirement</th></tr> <tr> <td>Passenger Van</td><td>21 units</td><td>Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.</td></tr> </table> <p>4x4 HIGH SIDE PICK-UP [LOT 2 (B)]</p> <table> <tr> <th>Item Description</th><th>Quantity</th><th>Delivery Requirement</th></tr> <tr> <td>4x4 Hi-Side Pick-Up</td><td>7 units</td><td>Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.</td></tr> </table> <p>30-SEATER COASTER (LOT 4)</p> <table> <tr> <th>Item Description</th><th>Quantity</th><th>Delivery Requirement</th></tr> <tr> <td>30-Seater Coaster</td><td>1 unit</td><td>Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.</td></tr> </table>	Item Description	Quantity	Delivery Requirement	Passenger Van	21 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.	Item Description	Quantity	Delivery Requirement	4x4 Hi-Side Pick-Up	7 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.	Item Description	Quantity	Delivery Requirement	30-Seater Coaster	1 unit	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.	<p>Section VI. Schedule of Requirements</p> <p>PASSENGER VAN (LOT 1)</p> <table> <tr> <th>Item Description</th><th>Quantity</th><th>Delivery Requirement</th></tr> <tr> <td>Passenger Van</td><td>21 units</td><td>Delivery shall be made within thirty forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.</td></tr> </table> <p>4x4 HIGH SIDE PICK-UP [LOT 2 (B)]</p> <table> <tr> <th>Item Description</th><th>Quantity</th><th>Delivery Requirement</th></tr> <tr> <td>4x4 Hi-Side Pick-Up</td><td>7 units</td><td>Delivery shall be made within thirty forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.</td></tr> </table> <p>30-SEATER COASTER (LOT 4)</p> <table> <tr> <th>Item Description</th><th>Quantity</th><th>Delivery Requirement</th></tr> <tr> <td>30-Seater Coaster</td><td>1 unit</td><td>Delivery shall be made within thirty sixty (60) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.</td></tr> </table>	Item Description	Quantity	Delivery Requirement	Passenger Van	21 units	Delivery shall be made within thirty forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.	Item Description	Quantity	Delivery Requirement	4x4 Hi-Side Pick-Up	7 units	Delivery shall be made within thirty forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.	Item Description	Quantity	Delivery Requirement	30-Seater Coaster	1 unit	Delivery shall be made within thirty sixty (60) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.
Item Description	Quantity	Delivery Requirement																																			
Passenger Van	21 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.																																			
Item Description	Quantity	Delivery Requirement																																			
4x4 Hi-Side Pick-Up	7 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.																																			
Item Description	Quantity	Delivery Requirement																																			
30-Seater Coaster	1 unit	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.																																			
Item Description	Quantity	Delivery Requirement																																			
Passenger Van	21 units	Delivery shall be made within thirty forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.																																			
Item Description	Quantity	Delivery Requirement																																			
4x4 Hi-Side Pick-Up	7 units	Delivery shall be made within thirty forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.																																			
Item Description	Quantity	Delivery Requirement																																			
30-Seater Coaster	1 unit	Delivery shall be made within thirty sixty (60) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.																																			

Handwritten signatures and initials:
 H
 Jan-
 H
 H
 H

Section VII. Technical Specifications

Procurement of Five (5) Lots Corporate Motor Vehicles

Statement of Compliance*

Procurement of Twenty (20) units High Side Pick-Up Lot 2

Thirteen (13) Units 4x2 High Side Pick-Up [Lot 2 (a)]

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 2500 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front & Rear
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Section VII. Technical Specifications

Procurement of Five (5) Lots Corporate Motor Vehicles

Statement of Compliance*

Procurement of Twenty (20) units High Side Pick-Up Lot 2

Thirteen (13) Units 4x2 High Side Pick-Up [Lot 2 (a)]

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 2500 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Handwritten signatures and initials at the bottom right of the page.

Seven (7) units 4x4 High Side Pick-Up [Lot 2 (b)]

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	3.0 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 3000 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front & Rear
Transmission	4x4 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Seven (7) units 4x4 High Side Pick-Up [Lot 2 (b)]

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	3.0 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 3000 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front
Transmission	4x4 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Handwritten signatures and initials at the bottom right of the page, including "K", "M", "P", and "J".

Procurement of One (1) unit 30-Seater Coaster (Lot 4)

SPECIFICATION	UTILITY VEHICLE
Engine Specification	
* Technology	Japan Technology
* Type	4-Cylinder, 4 Strokes In-Line, (Turbo Charged)
* Displacement	Range 4.0 Liter to 4.6 Liters
* Fuel System	Diesel, Direct Injection
Interior	
* Seating Capacity	30
* Type of Seats	With 22 Reclining Seats
* Airconditioning System	Manufacturer's Standard with air outlets evenly distributed overhead
* Front Windows	Combination of fixed and sliding
* Doors	Automatic
* Luggage Compartment	Overhead Tray for small luggage
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Side & Rear View Mirrors	Equipped
* Head Lamps	Manufacturer's Standard
* Luggage Compartment	Lower Rear
* Wiper	Front & Rear
Body	Manufacturer's Standard or Custom-built of durable quality
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	Manufacturer's Standard
Steering System	Manufacturer's Standard
Tire & Wheels	Manufacturer's Standard
Safety Features	Manufacturer's Standard

Procurement of One (1) unit 30-Seater Coaster (Lot 4)

SPECIFICATION	UTILITY VEHICLE
Engine Specification	
* Technology	Japan Technology
* Type	4 Cylinder, 4 Strokes In-Line, (Turbo Charged)
* Displacement	Range 4.0 Liter to 4.6 Liters
* Fuel System	Diesel, Direct Injection
Interior	
* Seating Capacity	30
* Type of Seats	With 22 Reclining Seats
* Airconditioning System	Manufacturer's Standard with air outlets evenly distributed overhead
* Front Windows	Combination of fixed and sliding
* Doors	Automatic
* Luggage Compartment	Overhead Tray for small luggage
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Side & Rear View Mirrors	Equipped
* Head Lamps	Manufacturer's Standard
* Luggage Compartment	Lower Rear
* Wiper	Front
Body	Manufacturer's Standard or Custom-built of durable quality
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	Manufacturer's Standard
Steering System	Manufacturer's Standard
Tire & Wheels	Manufacturer's Standard
Safety Features	Manufacturer's Standard

- 3 Bidders may submit 2013 Mayor's permit during the Opening of Bids; however, the winning bidder shall submit its 2014 Mayor's permit prior to signing of the contract.
- 4 For the revised Schedule of Requirements (Section VI) and Technical Specifications (Section VII) of the bidding documents, please see attached Annexes "A" and "B" of this Bid Bulletin. These shall be included in the eligibility and technical submissions in lieu of the original Schedule of Requirements and Technical Specifications attached to the purchased bidding documents.
- 5 Japan Technology refers to the parts and engines of the utility vehicle.

H. [Signature]

The warranty for the vehicles shall be three (3) years but for purposes of the ten percent (10%) retention money or posted special bank guarantee, the period shall be one (1) year only.

This **Bid Bulletin No. 01** (ITB No. RCGU 2013-020-GS) shall form part of the eligibility and technical bid proposal to be submitted on January 20, 2014.


The deadline for submission of bid proposals will be on January 20, 2014, 10:30 a.m.. Likewise, Opening of Bids will commence on the said date and time.

Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on January 20, 2014 **must submit a letter of non-participation** stating their reasons to the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation must be submitted to SBAC on or before 5:00 p.m. of January 20, 2014.

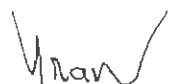
Issued this 13th day of January 2014.


SVP MELINDA C. MERCADO
Chairperson


VP/ATTY. GERMAIN G. LIM
Vice-Chairperson

VP GREGORIO C. RULLODA
Member

SM ISRAEL FRANCIS A. PARGASA, MD
Member


SM NARISA PORTIA J. SUGAY, MD
Member


SM EVANGELINE RACELIS
Member

SM MARIO S. MATANGUIHAN
Member/End-user

Section VI. Schedule of Requirements

PASSENGER VAN (LOT 1)

Item Description	Quantity	Delivery Requirement
Passenger Van	21 units	Delivery shall be made within forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.

4X2 HIGH SIDE PICK-UP [LOT 2 (A)]

Item Description	Quantity	Delivery Requirement
4x2 Hi-Side Pick-Up	13 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.

4x4 HIGH SIDE PICK-UP [LOT 2 (B)]

Item Description	Quantity	Delivery Requirement
4x4 Hi-Side Pick-Up	7 units	Delivery shall be made within forty-five (45) calendar days upon issuance and receipt by the winning bidder of the Notice to Proceed.

PASSENGER WAGON/ASIAN UTILITY VEHICLE (LOT 3)

Item Description	Quantity	Delivery Requirement
Passenger Wagon/Asian Utility Vehicle	4 units	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.

30-SEATER COASTER (LOT 4)

Item Description	Quantity	Delivery Requirement
30-Seater Coaster	1 unit	Delivery shall be made within sixty (60) working days upon issuance and receipt by the winning bidder of the Notice to Proceed.

MOTORCYCLE OFF-ROAD TYPE (LOT 5)

Item Description	Quantity	Delivery Requirement
Motorcycle Off-Road Type	1 unit	Delivery shall be made within thirty (30) days upon issuance and receipt by the winning bidder of the Notice to Proceed.

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

Name of Company/Bidder

Signature over Printed Name of
Representative

Date

[Handwritten signatures and initials]

Section VII. Technical Specifications

SPECIFICATIONS		Statement of Compliance
<p>* Statement of Compliance- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>		
Procurement of Five (5) Lots Corporate Motor Vehicles		Statement of Compliance *
Procurement of Twenty One (21) units Passenger Van (Lot 1)		
SPECIFICATION	UTILITY VEHICLE	
Technology	Japan Technology	
Engine Specification		
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo Charged)	
* Displacement	Not more than 2500 CC	
* Fuel System	Diesel, Direct Injection Common Rail	
* Emission Standard	Euro 2	
Interior		
* Seating Capacity	11 or 12	
* Airconditioning System	Dual with Manual Controls	
* Front Windows	Power Up/Down	
* Doors	Power Lock	
* Instrument Panel	Manufacturer's Standard	
Exterior		
* Body Color	White	
* Bumper	Front & Rear	
* Head Lamps	Halogen	
* Wiper	Front & Rear	
* Instrument Panel	Manufacturer's/Dealer's Standard	
Transmission	Manual 5 Speed	
Suspension	Manufacturer's Standard	
Brakes		
* Front	Ventilated Discs	
* Rear	Ventilated Disc or Drum	
Steering System	Rack and Pinion with Power Assist	
Tire and Wheels	Manufacturer's Standard	



Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver and Passenger)
* Seatbelts	Equipped

**Procurement of Twenty (20) units High Side Pick-Up Lot 2
Thirteen (13) Units 4x2 High Side Pick-Up [Lot 2 (a)]**

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 2500 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Seven (7) units 4x4 High Side Pick-Up [Lot 2 (b)]

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	3.0 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo/Intercooler)
* Displacement	Not more than 3000 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	

[Handwritten signatures and initials]

* Seating Capacity	5
* Airconditioning System	Single with Manual Controls
* Front and Rear Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front
Transmission	4x4 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	
* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Procurement of Four (4) units Passenger Wagon/Asian Utility Vehicle (Lot 3)

SPECIFICATION	UTILITY VEHICLE
Technology	Japan Technology
Engine Specification	
* Type	2.5 Liter Diesel, 4-Cylinder, In-Line, DOHC (Turbo Charged)
* Displacement	Not more than 2500 cc
* Fuel System	Diesel, Direct Injection Common Rail
Interior	
* Seating Capacity	At least 8
* Airconditioning System	Dual with Manual Controls
* Front Windows	Power Up/Down
* Doors	Power Lock
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Bumper	Front & Rear
* Head Lamps	Halogen
* Wiper	Front & Rear
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	
* Front	Ventilated Discs
* Rear	Ventilated Disc or Drum
Steering System	Rack and Pinion with Power Assist
Tire & Wheels	Manufacturer's Standard
Safety Features	

[Handwritten signatures and initials]

* Anti-Lock Brake System (ABS)	Equipped
* Vehicle Security System	Equipped
* SRS Airbag	Dual (Driver & Passenger)
* Seatbelts	Equipped

Procurement of One (1) unit 30-Seater Coaster (Lot 4)

SPECIFICATION	UTILITY VEHICLE
Engine Specification	
* Technology	Japan Technology
* Type	4-Cylinder, 4 Strokes In-Line, (Turbo Charged)
* Displacement	Range 4.0 Liter to 4.6 Liters
* Fuel System	Diesel, Direct Injection
Interior	
* Seating Capacity	30
* Type of Seats	With 22 Reclining Seats
* Airconditioning System	Manufacturer's Standard with air outlets evenly distributed overhead
* Front Windows	Combination of fixed and sliding
* Doors	Automatic
* Luggage Compartment	Overhead Tray for small luggage
* Instrument Panel	Manufacturer's Standard
Exterior	
* Body Color	White
* Side & Rear View Mirrors	Equipped
* Head Lamps	Manufacturer's Standard
* Luggage Compartment	Lower Rear
* Wiper	Front
Body	Manufacturer's Standard or Custom-built of durable quality
Transmission	4x2 Manual 5 Speed
Suspension	Manufacturer's Standard
Brakes	Manufacturer's Standard
Steering System	Manufacturer's Standard
Tire & Wheels	Manufacturer's Standard
Safety Features	Manufacturer's Standard

Procurement of One (1) unit Motorcycle 125cc (Motard) (Lot 5)

SPECIFICATION	UTILITY VEHICLE
Engine Specification	
* Technology	Japan Technology
* Type	4-Stroke Aircooled over-head Cam
* Displacement	124.8 CM3
* Bore x Stroke	524mm x 57.9mm
* Starter System	Electric/Kick
* Ignition System	DC-CDI/Battery
* Brake System	Hydraulic Disc.
* Fuel Capacity	3.8 Liters

WARRANTY

The warranty for the vehicles shall be three (3) years but for purposes of the ten percent (10%) retention money or posted special bank

[Handwritten signatures and initials]

guarantee, the period shall be one (1) year only.

I hereby certify to comply with all the above Technical Specifications

Name of Company/Bidder

Signature over Printed Name of
Representative

Date

[Handwritten signatures and initials]



NOTICE OF AWARD
Procurement of Five (5) Lots Corporate Motor Vehicles
Lot 1 – Twenty-One (21) units Passenger Van
(ITB No. FLCMV 2013-024-GS)

05 MAR 2014

Date of Issuance: _____

MR. RICHTOFFER MAR M. VASQUEZ
TOYOTA QUEZON AVENUE
728 Quezon Ave.,
Quezon City

Dear Mr. Vasquez:

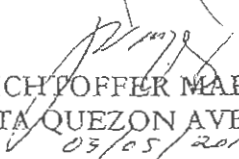
We are pleased to notify you that your Bid Proposal on January 20, 2014 for Lot 1 – Twenty-One (21) units Passenger Van under the project Procurement of Five (5) Lots Corporate Motor Vehicles for execution by TOYOTA QUEZON AVENUE at the Contract Price equivalent to Thirty Three Million Three Hundred Ninety Eight Thousand and Four Hundred Pesos (Php33,398,400.00) only is accepted.

You are hereby required to post a performance security in the form and amount stipulated in the Bid Documents of the said procurement immediately from the receipt of this Notice of Award and in no case later than the signing of the Contract. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


ALEXANDER A. PADILLA
President and CEO

Conforme:


MR. RICHTOFFER MAR M. VASQUEZ
TOYOTA QUEZON AVENUE
Date: 05/05/2014



PERFORMANCE SECURITY: BANK GUARANTEE

Reference No. 014/LG/000125/14

MARCH 05, 2014

PHILIPPINE HEALTH INSURANCE CORPORATION
PASIG CITY, PHILIPPINES

TO WHOM IT MAY CONCERN:

WHEREAS, TOYOTA QUEZON AVENUE, INC. (HEREINAFTER CALLED THE "SUPPLIER") WITH OFFICE ADDRESS AT 728 QUEZON AVENUE, QUEZON CITY, PHILIPPINES, HAS UNDERTAKEN TO ENTER INTO A CONTRACT WITH YOU FOR THE PURCHASE OF TWENTY ONE (21) HIACE GL GRANDIA (HEREINAFTER CALLED "THE CONTRACT").

AND WHEREAS, IT HAS BEEN STIPULATED BY YOU IN THE SAID CONTRACT THAT THE SUPPLIER SHALL FURNISH YOU WITH A BANK GUARANTEE BY A RECOGNIZED BANK FOR THE SUM SPECIFIED THEREIN AS PERFORMANCE SECURITY FOR COMPLIANCE WITH HIS OBLIGATION IN ACCORDANCE WITH THE CONTRACT.

AND WHEREAS, WE HAVE AGREED TO GIVE THE SUPPLIER SUCH A BANK GUARANTEE.

NOW THEREFORE, WE HEREBY AFFIRM THAT WE ARE THE GUARANTOR AND RESPONSIBLE TO YOU, ON BEHALF OF THE SUPPLIER, UP TO A TOTAL OF **PHILIPPINE PESOS: ONE MILLION SIX HUNDRED SIXTY NINE THOUSAND NINE HUNDRED TWENTY ONLY (PHP1,669,920.00)** PROPORTION OF PHILIPPINE CURRENCY IN WHICH THE CONTRACT PRICE IS PAYABLE, AND WE UNDERTAKE TO PAY YOU UPON YOUR FIRST NOTARIZED WRITTEN DEMAND DECLARING THE SUPPLIER IN DEFAULT UNDER THE CONTRACT AND WITHOUT CAVIL OR ARGUMENT, ANY SUM OR SUMS WITHIN THE LIMITS OF **PHILIPPINE PESOS: ONE MILLION SIX HUNDRED SIXTY NINE THOUSAND NINE HUNDRED TWENTY ONLY (PHP1,669,920.00)** AS AFORESAID WITHOUT YOUR NEEDING TO PROVE OR TO SHOW GROUNDS OR REASONS FOR YOUR DEMAND FOR THE SUM SPECIFIED THEREIN.

WE HEREBY WAIVE THE NECESSITY OF YOU DEMANDING THE SAID DEBT FROM THE SUPPLIER BEFORE PRESENTING US WITH THE DEMAND.

WE FURTHER AGREE THAT NO CHANGE OR ADDITION TO OR OTHER MODIFICATION OF THE TERMS OF THE CONTRACT TO BE PERFORMED THEREUNDER OR OF ANY OF THE CONTRACT DOCUMENTS WHICH MAY BE MADE BETWEEN YOU AND THE SUPPLIER SHALL IN ANY WAY RELEASE US FROM ANY LIABILITIES UNDER THIS GUARANTEE AND WE HEREBY WAIVE NOTICE OF ANY SUCH CHANGE, ADDITION OR MODIFICATION.

THIS GUARANTEE SHALL BE VALID UNTIL THE DATE OF ISSUE OF THE DEFECTS OF LIABILITY CERTIFICATE OR UNTIL JULY 13, 2014 (THE "EXPIRY DATE").

THIS GUARANTEE SHALL AUTOMATICALLY BECOME NULL AND VOID AFTER THE EXPIRY DATE WITHOUT THE NEED TO SURRENDER THE ORIGINAL COPY OF THE BANK GUARANTEE.

METROPOLITAN BANK & TRUST COMPANY
PLAZA CERVANTES


HOWARD E. MENESES
Senior Assistant Manager

Conforme:

Customer's Name and Signature
TIN


JOSE L. SEVERINO
Manager



ACKNOWLEDGMENT

Reference No. 014/LG/000125/14

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA

) SS.

BEFORE ME, personally appeared:

NAME

TIN NO.

JOSELITO B. SEVERINO, MGR
HOWARD E. MENESES, SAM

115-797-153
121-543-330

known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged the same to be his/their free and voluntary act and deed and of the corporation represented.

WITNESS MY HAND AND SEAL on March 14, 2014.

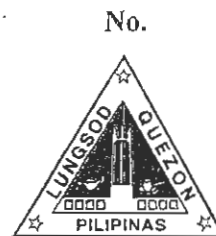
Doc. No. 490;
Page No. 99;
Book No. I;
Series of 2014.

ATTY. EDUARDO L. SAN JUAN
Barangay Public

Comm. No. 2435/Until Dec 31, 2014
Rolling O/S No. 20120344/RI#015375
LSH/Barangay Public, Marikina, Marikina



REPUBLIC OF THE PHILIPPINES
QUEZON CITY, METROPOLITAN MANILA
OFFICE OF THE MAYOR
BUSINESS PERMITS & LICENSE OFFICE
Telephone No.: 444-7272 Loc. 8173



AMENDMENT

BUSINESS PERMIT NO.

97-069152

FEBRUARY 13, 2014

DATE ISSUED

Nationality 100% FIL

This certifies that
with registered trade name as
as represented by
with business address at

TOYOTA QUEZON AVE., INC.

TOYOTA QUEZON AVE., INC.

LINCOLN T. LIM - PRESIDENT

#728 QUEZON AVE., TATALON, D4, QC

has been granted a BUSINESS PERMIT to operate the following business/es under ordinance No. SP-91, S-93, otherwise known as the 1993 Quezon City Revenue Code, and the ordinance/s indicated at the back hereof, subject to such other pertinent ordinances, laws and related administrative implementary regulations.

VALID UNTIL	DECEMBER 31, 2014	APPLICATION NO. : 0
KIND OF BUSINESS	REMARKS	
CONTRACTOR CT0233-REPAIR OF VEHICLES IMPORTER IR0001-IMPORTER (FOR RETAIL) RETAILER RF0078-AUTO WHOLESALE WE0001-DEALER OF CARS NOTHING FOLLOWS	CHANGE OF CORP. PRES. FR: WILIAM LI ** (AUTO SPARE PARTS- BRAND NEW & SECOND HAND CARS)** COND. #1, 3 & 16 AS CITED AT THE BACK. ** SUBMIT LO/FSIC/CERT. OF ACCRE./PNP WITHIN 10 DAYS FROM DATE OF ISSUANCE NON COMPLIANCE REVOKES THIS PERMIT** Compliance Date Noted By LC _____ FSIC _____ CERT OF ACCRE _____ Gross Receipts Year : F	
TOTAL NO. OF EMPLOYEES	21	AREA OF ESTABLISHMENT
SSS No.	03-4748210-5	TIN
SUBJECT TO THE CONDITIONS AT THE BACK HEREOF:		5,811.00 sq. m.
PERMIT FEE & CITY TAX TO BE PAID ON OR BEFORE:		JANUARY 20, 2015

For and by the Authority of the City Mayor:

HERBERT M. BAUTISTA

GARRY C. DOMINGO

Chief of Office

IMPORTANT

Failure to renew this Business Permit/License within the prescribed period shall subject the taxpayer to a twenty-five percent (25%) surcharge of the permit fee.

This permit shall be posted conspicuously at the place where the business is being conducted and shall be presented and/or surrendered to concerned authorities upon demand. Upon closure of business, surrender this permit to the City Treasurer's Office on or before the twentieth (20th) day of the month of the following quarter to avoid penalty.

PARTICULARS OF PAYMENT

Official Receipt No.	074-0001024
Date of Payment	JANUARY 20, 2014
Period Covered	1-1/2014
Permit Fee	
City Tax	1,277,250.00
Garbage Fee	
Sanitary Fee	
Building Insp. Fee	
Electrical Insp. Fee	
Plumbing Insp. Fee	
Signboard Fee	
Fire Insp. Fee	
Penalty & Interest	
Plate / Sticker	
Zoning Fee	
Tourism	
Adjustment	
Total Amount Paid	1,277,250.00

THIS PERMIT IS NON-TRANSFERABLE AND VALID ONLY WITH CORRESPONDING OFFICIAL RECEIPTS SHOWING PAYMENT OF PERMIT FEES AND CITY TAXES. ANY ERASURE/ALTERATIONS WILL INVALIDATE THIS PERMIT.

No. 483893

Ana/Ana



OFFICIAL RECEIPT

Republic of the Philippines
Office of the City Treasurer
Quezon City



Computerized Official Receipt		ORIGINAL	
Date: 01/20/2014 08:32:00 PM		No. A5COR2909845-5	
Machine Validation No.		B-2014-000-074-0001024-ANTHON	
Bill Number		B-2014-01-17-K3-001772 2014 1-1	
Payer 97-069152 TOYOTA QUEZON AVE., INC.			
NATURE OF COLLECTION		FUND AND ACCOUNT CODE	
AMOUNT			
MAYOR'S PERMIT		5,000.00	
CITY TAX		1,257,475.00	
GARBAGE FEE		250.00	
SAY TAKY FEE		700.00	
BUILDING INSP. FEE		50.00	
ELECTRICAL INSP. FEE		20.00	
PLUMBING INSP. FEE		20.00	
SIGNBOARD		50.00	
FIRE INSPECTION FEE		100.00	
NEW REGISTRATION PLATE / STICK		250.00	
ZONING FEE		595.00	
PENALTY INTEREST		0.00	
TOURISM		0.00	
OCCTAD		100.00	
ADJUSTMENT		0.00	
DISCOUNT		0.00	
TOTAL		10,500.00	
PENALTY FOR DELINQUENCY		0.00	
ADJUSTMENT FOR TOURISM		0.00	
SPECIAL REDUIT		0.00	
ADDITIONAL FEES		0.00	
CTP		0.00	
Received the Amount stated above.		10,500.00	
Treasury Warrant, Check, Money Order Number		277,250.00	
Date of Treasury Warrant, Check, Money Order		EOGAR T. VILLANUEVA City Treasurer	
MB 6110017829 CC 1/20/14			
Note: Write the number and date of this receipt on the back of the treasury warrant, check or money order received.			

[Handwritten Signature]



REPUBLIC OF THE PHILIPPINES
QUEZON CITY, METRO MANILA
OFFICE OF THE CITY TREASURER



BUSINESS
TAX BILL

NAME OF TAXPAYER

TOYOTA QUEZON AVE., INC.

LOCATION/ADDRESS

728 QUEZON AVE. TATALON 4

BILLING NO.

0531969

DATE BILLED

01/17/2014

ASSESSED BY

MARK M. GILGATE

KIND OF FEE/TAX	TAX DUE	OTHER TAX	TOTAL
MAYORS PERMIT			5,000.00
CITY TAX			1,256,478.00
GARBAGE FEE			3,250.00
SANITARY FEE			700.00
BUILDING INSP. FEE			50.00
ELECTRICAL INSP. FEE			20.00
PLUMBING INSP. FEE			7.00
SIGNEBOARD			50.00
FIRE INSPECTION FEE			300.00
NEW REGISTRATION PLATE / STICKER			250.00
ZONING FEE			545.00
PENALTY/INTEREST			0.00
TOURISM			0.00
OCERD			100.00
ADJUSTMENT			0.00
DISCOUNT			0.00
PENALTY FOR DELINQUENCY			0.00
ADJUSTMENT FOR TOURISM			0.00
Total Due and Payable			0.00
SPECIAL PERMIT			0.00
ADDITIONAL FEES			0.00
CTC Please claim CTC after payment			10,500.00
BILL NUMBER : B-2014-01-17-K3-001772TOTAL => 1,277,250.00			
MP NO. : 97-069152 Area : 5,811.00			
BUSINESS NAME : TOYOTA QUEZON AVE., INC.			
TAX YEAR : 2014 1-1			
LAST PAYMENT : 2013 4-4 10/18/2013			
BUSINESS ACTIVITY			
WHOLESALE - DEALER OF CARS			
CONTRACTOR - REPAIR OF VEHICLES			
IMPORTER - IMPORTER (FOR RETAILER)			
FRANCHISE HOLDER - CAR DEALERS			
GROSS RECEIPT			
NON-ESSENTIAL			ESSENTIAL
721,113,420.00			0.00
32,279,995.00			0.00

Remarks: 10% 17 SAFE CT OF SPARE PARTS GS 46,443,400 IS INCLUDED - EXCLUDED

BILLING VERIFIED for others:

RECOMMENDING APPROVAL BY:

APPROVED BY:

EDGAR T. VILLANUEVA
OIC - CITY TREASURER

HERBERT M. BAUTISTA
MAYOR

ORIGINAL - TAXPAYER COPY