



Republic of the Philippines
Supreme Court Manila

SC-BAC-GS CONTRACT NO. 2021-21

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
SERVICE VEHICLES FOR THE OFFICIAL USE OF
ASSOCIATE JUSTICES OF THE SUPREME COURT
LOT 2: FOUR (4) UNITS OF VAN**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ____ day of NOV 03 2021 20__
in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by **ATTY. MARIFE M. LOMIBAO-CUEVAS**, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **"COURT"**

-and-

TOYOTA GLOBAL CITY, INC., a business firm organized and existing in accordance with Philippine laws, with principal business address at University Parkway corner 11th Avenue Bonifacio Global City, Taguig City, and represented by **MS. KAREN FERNANDO CANCIO**, in her capacity as the Authorized Representative of **TOYOTA GLOBAL CITY, INC.**, hereinafter referred to as the **"SUPPLIER"**.

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on 07 June 2021 an Invitation to Bid for the *Procurement of Service Vehicles for the Official Use of Associate Justices of the Supreme Court*. The Invitation to Bid was posted on the PhilGEPS, the Supreme Court Website, and the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

WHEREAS, the **SUPPLIER** won in the public bidding conducted by the **COURT** on 29 June 2021 and was recommended by the SC-BAC-GS, in its Memorandum dated 13 July 2021, to be awarded the contract for the *Procurement of Service Vehicles for the Official Use of Associate Justices of the Supreme Court - Lot 2: Four (4) Units of Van*, which recommendation

Nelson C. Martin
NELSON C. MARTIN
Witness (Supreme Court)

Marife M. Lomibao-Cuevas
MARIFE M. LOMIBAO-CUEVAS
Supreme Court

Jose Medel B. Delgado
JOSE MEDEL B. DELGADO
Witness (Toyota Global City, Inc.)

Karen Fernando Cancio
KAREN FERNANDO CANCIO
Toyota Global City, Inc.



was approved by the Court En Banc through its Resolution dated 14 September 2021 in A.M. No. 17-12-03-SC (*Re: Purchase of Service Vehicles for the Official Use of Associate Justices of the Supreme Court*);

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SUPPLIER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **SUPPLIER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SUPPLIER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SUPPLIER's** *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SUPPLIER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

1.2 COMPLEMENTARY NATURE. This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 INCIDENTAL ITEMS. 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.

Nelson C. Martin
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Witness (Supreme Court)

Marife M. Lombao-Cuevas
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ARTICLE II EFFECTIVITY AND TERM OF SERVICE


- 2.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.
- 2.2 **DELIVERY DATE.** Complete supply and delivery of four (4) units of van to the Supreme Court within ninety (90) calendar days from receipt of the Purchase Order, manually or via electronic means.
- 2.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods by the **SUPPLIER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of **TEN MILLION SEVEN HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED SIXTY-EIGHT PESOS (₱10,722,868.00) ONLY.**

ARTICLE III REPRESENTATIONS/WARRANTIES

- 3.1 **PERFORMANCE WARRANTY.** The **SUPPLIER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- 3.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER** agrees to guarantee the goods against manufacturing defects for a period of three (3) years or 100,000 kms. whichever comes first from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement or repairs at no expense to the **COURT**.
- 3.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.


NELSON C. MARTIN
Witness (Supreme Court)


MARIFE M. LOMBAO-CUEVAS
Supreme Court


JOSE MEDEL B. DELGADO
Witness (Toyota Global City, Inc.)


KAREN FERNANDO CANCIO
Toyota Global City, Inc.



ARTICLE IV PERFORMANCE SECURITY

- 4.1 **AMOUNT AND FORM.** The **SUPPLIER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court; or (4) Performance Securing Declaration.
- 4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.
- 4.3 **FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

ARTICLE V TERMINATION OF CONTRACT

- 5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** or breach or violation of the terms and conditions of this Contract for just cause to determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER**.
- 5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.


NELSON C. MARTIN

Witness (Supreme Court)


MARIFE M. LOMBAO-CUEVAS

Supreme Court


JOSE MEDEL B. DELGADO

Witness (Toyota Global City, Inc.)


KAREN FERNANDO CANCIO

Toyota Global City, Inc.



- 5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SUPPLIER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER**.
- 5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VI VENUE OF ACTIONS

- 6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES (COURT)**

**TOYOTA GLOBAL CITY, INC.
(SUPPLIER)**

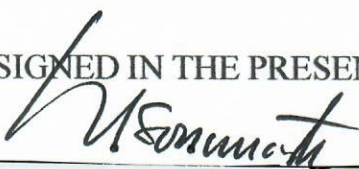
Represented by:


Represented by:


MARIFE M. LOMIBAO-CUEVAS


KAREN FERNANDO CANCIO

SIGNED IN THE PRESENCE OF:


NELSON C. MARTIN


JOSE MEDEL B. DELGADO
(Witness of Toyota Global City, Inc.)



ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.


BEFORE ME personally appeared:

- 1) **ATTY. MARIFE M. LOMIBAO-CUEVAS** with Supreme Court Identification Card No. 54279400; and
- 2) **MS. KAREN FERNANDO CANCIO** with Passport Identification Card No. P6168581A issued on 24 February 2018 by DFA NCR Northeast;


known to me to be the same persons who executed the foregoing *Contract for the Supply and Delivery of Service Vehicles for the Official Use of Associate Justices of the Supreme Court - Lot 2: Four (4) Units of Van* and they acknowledged to me that the same is their free and voluntary act and deed.


I certify that the foregoing instrument, consisting of six (6) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of
NOV 03 2021, 20__ at the City of Manila, Philippines.


MARIA CARINA M. CUNANAN
Deputy Clerk of Court
and Chief Administrative Officer
Supreme Court


NELSON C. MARTIN
Witness (Supreme Court)


MARIFE M. LOMIBAO-CUEVAS
Supreme Court


JOSE MEDEL B. DELGADO
Witness (Toyota Global City, Inc.)


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