

PHILIPPINE DEPOSIT INSURANCE CORPORATION
2228 Chino Roces Ave., Makati City

PURCHASE ORDER

TO: SPARK MOTOR CORPORATION
2941 Jose Abad Santos Barangay
203, Zone 18, Tondo Manila Cit

P.O. No. : 13-0000634
Date : November 28, 2013
Ref. No. :
Dated :

TEL:
REMARKS:

Gentlemen :

Please supply us within 15cd after receipt of this PO with the article/s listed below :

ITEM NO.	QTY.	UNIT	ARTICLE and DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	3.00	unit	Grand Starex TCI, GLM/T 2.5 Diesel Manual Transmissioun. Please see attached technical specifications, Terms and Condition of the project (Annex A)	P 1,358,950.00	P 4,076,850.00
T O T A L					P 4,076,850.00
			Mode of Procurement: Public Bidding		
			Terms of Payment : Credit		
			Make/Origin : Korea		

PR# : /GSD-13-0000975

With Budget Provision/Funds Available

Approved By

[Signature]
GERONIMO V. AMBE
VICE PRESIDENT, OVP-CG

[Signature]
NINA NOREEN A. JACINTO
VICE PRESIDENT, OVP-ASG

Authorized Approving Officer

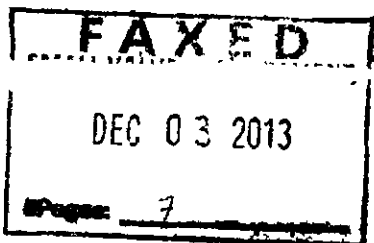
[Handwritten: CR-15 11.27.13]
This Purchase Order together with all its terms and conditions, is hereby accepted by us with the warranty that we have not given nor do we intend to give any amount of money or gift in any form whatsoever to any official or employee of the PDIC for the purpose of securing this order or having the payment hereof expidiated. We hereby declare it to be known to and accepted by us that any violation of this warranty shall constitute sufficient ground for the PDIC to revoke this order and cause us to be excluded from any further dealing with the Corporation.

We further declare it to be known to and accepted by us, that failure to accept delivery of the article/s covered by this order within the period specified herein shall give the Corporation the right to cancel this order or make an open market purchase of the undelivered article/s for which we agree to reimburse the Corporation for all payments made by it in excess of the unit price quoted herein for the said undelivered article/s.

Date

(Supplier/Contractor)

(PLEASE SEE INSTRUCTION AND ADDITIONAL REQUIREMENTS AT THE BACK HEREOF)



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ITEMS No.	QTY.	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	3	Units	<p>Grand Starex TCI GL M/T</p> <p><u>SPECIFICATIONS:</u></p> <p>Model: Variant – TCI GL M/T; Seating Capacity – 10-Seater.</p> <p>Engine: Model (Emission Level) – D4BH (EuroIII) ; Type – 2.5L TCI SOHC 8V ; Displacement – 2476 cc ; Maximum Output – 100ps / 3800 rpm ; Maximum Torque – 23.0 kg-m / 2000 rpm ; Fuel System – VE Pump; Transmission – 5-Speed M/T (TCI); Wheels – 6.5J x 16" Alloy Wheels, Tires - 215/70 R16C.</p> <p>CHASIS: Suspension – Front – MacPherson w/ Coil Spring, Gas type Shock Absorbers, Rear – Rigid Axle 5-Link w/ Coil Spring, Gas type Shock Absorbers; Brakes – Front – Disc, Rear – Drum.</p> <p>STEERING: Steering Type – Hydraulic Power Steering (HPS), Tilt Adjust Steering Wheel; Overall Steering Gear Ratio – 15.61; Steering Wheel Turn (Lock to Lock) – 3.57; Minimum Turning Radius – 5.61m.</p> <p>DIMENSION & WEIGHT: Overall Length 5125 mm, Width 1920 mm, Height 1925 mm.; Wheelbase – 3200 mm; Tread – Front – 1685 mm, Rear – 1660 mm; Overhang – Front – 855 mm, Rear – 1070 mm; Ground Clearance – 190 mm; Fuel Tank Capacity – 75L; Curb Weight – 2164kg; Gross Vehicle Weight – 2850kg.</p> <p>EXTERIOR: Headlamps – Multi-Reflector, Halogen w/ Integrated Turn Signal Lamp; Radiator Grille – Body Color w/ Chrome Coating; Sliding Doors – Dual Sliding; Tailgate – Lift Type; Rear Window Defogger – Heated w/ Timer; Front Wipers – 2-Speed + Variable Intermittent + Time Adj.; Rear Wiper.</p>	P1,358,950.00	P4,076,850.00

		<p>SAFETY & SECURITY: Seatbelts – Front – 3-Pt. ELR + Height Adj., Rear - 3-Pt. ELR + Center 2-Pt. Static; Immobilizer; Back Warning System; Child Safety Rear Door Lock; Hold Open Lock; Fuel Filler Door Safety Lock.</p> <p>INTERIOR/CONVENIENCE: Sunvisor; Room Lamp; Rear View Mirror – Day & Night; Two-tiered Dash Compartments; Steering Wheel & Shift Lever – Polyurethane; Seats & Center Trim Door Finish – Cloth; Door Compartments – Two-tiered Front Door Compartments; Sliding Door w/ Cup & Map Holder; Power Windows – w/ Driver Auto Down; Audio System – Head unit: AM/FM/CD/WMA/MP4/DVD w/ Aux in & USB Slot + 10.2" Monitor; Speakers – 4 Speakers; Aircon – Front – Manual Type, Rear – Manual Type w/ Roof Side Vents + Floor Vents; Seats – Front – Driver: Slide, Recline + Height Adjust; Passenger: Slide, Recline, Split Fold; Rear 1 – S,R,SF; Rear 2 – R.</p>		
		<p>1. <u>DELIVERY</u></p> <p>The delivery of the Vehicle shall be made within 15 calendar days upon receipt of this O.P. at the PDIC Head Office located at 2228 Chino Roces Avenue, Makati City.</p> <p>2. <u>PAYMENT SCHEDULE</u></p> <p>Payment shall be made not later than seven (7) working days after the issuance of Certificate of Completion and Acceptance by PDIC.</p> <p>3. <u>REPRESENTATIONS AND WARRANTIES</u></p> <p>The Supplier represents and warrants to PDIC that:</p> <p>It is a domestic corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines.</p> <p>It has full legal power, authority and right to carry on its present business. The Supplier further warrants that its representative Kristoffer Aries Triviño – Sales Executive/Consultant has full legal power to sign this P.O. and that it will comply, perform and observe the terms and conditions hereof.</p> <p>All corporate and other actions necessary to validate or authorize the execution of this P.O. have been taken</p>		

This P.O., when executed and signed, will be legal, valid and enforceable in accordance with its terms.

It warrants the Vehicle against any hidden defect which would render it unfit for the use for which it was intended, or which would diminish the fitness of its use to the extent that, had **PDIC** been aware thereof, it would not have required the said item.

4. PERFORMANCE SECURITY

To guarantee the full and faithful performance of the obligations required under this P.O., the **Supplier** shall, upon receipt of this Purchase Order, post in favor of **PDIC** a Performance Security in any of the following form

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	Five Percent (5%) (P203,842.50)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that is shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%) (P1,223,055 00)
d) Any combination of the foregoing	Proportionate to share of Form with respect to total amount of security

In the event that the performance security offered by the **Supplier** would be deemed inadequate or otherwise rendered unacceptable, **PDIC** shall have the right to

require the **Supplier** to post a performance security in the form and amount determined by **PDIC** and allowed under existing laws and regulation

The Performance Security shall be released seven (7) calendar days from the issuance of **PDIC's** certification of the **Supplier's** faithful and complete performance of its obligation under this P.O. The Performance Security shall answer any damage that **PDIC** may suffer by reason of the **Supplier's** default of its obligations and/or breach of the terms and conditions of this P.O. It shall likewise guarantee payment for any loss, damage or injury that may be caused by the **Supplier** to **PDIC**.

The Performance Security shall be forfeited in favor of **PDIC** in the event that the **Supplier** is in default or breach of its obligation under this P.O. Any changes made in this P.O. shall in no way annul, release or affect the liability of the **Supplier** and the surety

Failure of the **Supplier** to comply with any of the terms and conditions of this P.O. order shall result in the forfeiture of the Performance Security.

5. **WARRANTY**

To ensure that the manufacturing defects shall be corrected/repared by the **Supplier** as well as compliance by the latter with the terms of this P.O., a retention money or a special bank guarantee equivalent to at least ten percent (10%) of the total purchase price shall be retained/submitted by the **Supplier** in favor of **PDIC** before the latter issues a certificate of acceptance in favor of the **Supplier**. Such amount shall only be released after the lapse of the warranty period as above stated (i.e., 3 years or 100,00 km whichever comes first), provided that the Vehicles purchased and delivered are free from any defects and all the conditions imposed under this P.O. are fully met.

6. **LIQUIDATED DAMAGES**

In the event that the **Supplier** fails to satisfactorily deliver the Vehicles within the specified delivery schedule, or satisfactorily complete the necessary correction/repair required of the vehicle on any defect within seven (7) calendar days from the time it was reported by **PDIC**, inclusive of duly granted time extensions as approved by **PDIC**, if any, or comply with any of the terms of this P.O., the **Supplier** shall, in addition to other remedies that the **PDIC** may exercise under the provisions of

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this P.O., pertinent laws, rules and regulations, be liable for damages for the delay and shall pay **PDIC** liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed vehicle scheduled for delivery/correction/repair for every day of delay until such vehicle are fully delivered/corrected/repared and accepted by **PDIC**. **PDIC** need not prove that it has incurred actual damages to be entitled to liquidated damages. Further, **PDIC**, in addition to other remedies that it may exercise under the provisions of this P.O., pertinent laws, rules and regulations, may be allowed to deduct the amount of liquidated damages from any money due or which may become due to the **Supplier**, or collect the same from any securities or warranties posted by the **Supplier** whichever is convenient to **PDIC**. In the event that the total sums of liquidated damages exceed fifteen percent (15%) of the total purchase price, **PDIC** may terminate this P.O. and impose appropriate sanctions over and above the liquidated damages to be paid

7. NON-WAIVER OF RIGHTS

The failure of **PDIC** to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that **PDIC** may have nor shall it be construed as a waiver of any subsequent breach of default of the terms, conditions and covenants hereof, which in turn, shall continue to be in full force and effect. Non-waiver by **PDIC** of any of its rights under this P.O. shall be deemed to have been made unless expressed in writing and signed by **PDIC**.

8. ADDITIONAL TERMS AND CONDITIONS

If any one or more provisions of this P.O shall, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected nor impaired, and shall remain in full force and effect

This P.O. shall be binding upon the **Supplier**, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, **Supplier** shall not in any way assign, or transfer its rights and obligations under this P.O. without the written approval of **PDIC**.

		<p>This P.O. may be amended or modified only in writing upon mutual agreement of the parties hereto.</p> <p>The rights and obligations of the parties hereto shall be governed primarily by the provisions of this P.O., and suppletorily by the provisions of R.A. 9184 otherwise known as "Government Procurement Reform Act" and other applicable law, rules and regulations.</p> <p>Except as otherwise provided herein and insofar as consistent herewith, all terms, conditions and requirements provided for under the Terms of Reference and other related bid documents shall be deemed incorporated herein as if they have been set out in full and shall constitute integral provisions of this P.O.</p> <p>In the event that PDIC shall be compelled to seek judicial relief, it shall be entitled to attorney's fees equivalent to ten percent (10%) of the amount claimed in the judicial action but in no event shall it be less than Twenty Thousand Pesos (P20,000.00), Philippine Currency, aside from the costs of litigation and other related expenses thereto.</p> <p>Any and all actions that may from this P.O. shall be exclusively instituted and tried before the proper court (s) of the City of Makati</p>			
		<p>Others</p> <p>Manufacturer : _____ Supplier _____</p> <p>Country of Origin : _____ Philippines _____</p> <p>Payment Terms : <u>At least 7 days upon the issuance of the Certificate of Completion and Acceptance</u></p> <p>Mode of Procurement : _____ Public Bidding _____</p>			
		<p>Total cost (VAT Inclusive)</p>	<p>P4,076,850.00</p>		