



LBP Leasing and Finance Corporation
(A LANDBANK Subsidiary)

BID DOCUMENTS
FOR THE

***Supply and Delivery of Ninety (90) units brand
new Asian Utility Vehicle***

(LLFC-GAP-22-003)

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

1. **LBP Leasing and Finance Corporation (LLFC)**, through its Approved Budget for the Contract (ABC), **approved by the its Board of Directors on 26 February 2021**, intends to apply the sum of **PESOS: ONE HUNDRED THREE MILLION FIVE THOUSAND (₱ 103,005,000.00)** being the total ABC to payments under the contract for the **Supply and Delivery of Ninety (90) units brand new Asian Utility Vehicle (LLFC-GAP-22-003)** and the sum of **PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)**, being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. LLFC now invites bids for the above Procurement Project.

| | |
|--|--|
| Lot 1 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 2 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 3 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 4 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 5 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 6 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 7 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 8 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

| | |
|--|--|
| Lot 9 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle | |
| Approved Budget: | ₱ 11,445,000.00 |
| Delivery Period: | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |

A Bidder may quote on all lots or any particular lots. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- Prospective Bidders may obtain further information from LLFC and inspect the Bidding Documents at the address given below **during work days from Monday to Friday between 9:00 A.M. to 5:00 P.M.**

BAC Secretariat
 LBP Leasing and Finance Corporation
 15th Floor Sycip Law Center, 105 Paseo de Roxas Street, Makati City

- A complete set of Bidding Documents may be acquired by interested Bidders (except Saturdays, Sundays, and Holidays) from **08 March to 28 March 2022** from the given address and websites below and **upon payment of the applicable fee for the Bidding Documents**, pursuant to the latest Guidelines issued by the GPPB, **in the amount of PESOS: TWENTY FIVE THOUSAND (₱25,000.00) per lot.** The total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots which is **PESOS: FIFTY THOUSAND**

(P50,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. LLFC will hold a Pre-Bid Conference¹ on **16 March 2022, 1:30 P.M.** at **15th Flr., Sycip Law Center, 105 Paseo de Roxas Street, Makati City** and through video conferencing or webcasting via **Zoom Meeting** which shall be open to prospective bidders through the following link:

Join Zoom Meeting

<https://zoom.us/j/93405366463?pwd=UTV1Y2g3YmJnaXpLWDF3cnphazIwdz09>

Meeting ID: 934 0536 6463

Passcode: 518089

7. Bids must be duly received by the BAC Secretariat through manual submission at **15th Flr., Sycip Law Center, 105 Paseo de Roxas Street, Makati City** on or before **28 March 2022, 12:00 N.N.** Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **28 March 2022, 1:30 P.M.** at **15th Flr., Sycip Law Center, 105 Paseo de Roxas Street, Makati City** and through video conferencing or webcasting via **Zoom Meeting**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity through the following link:

Join Zoom Meeting

<https://zoom.us/j/95152686713?pwd=U1kxK2c3YkZZQkIzR1k0WmFlb3dBUT09>

Meeting ID: 951 5268 6713

Passcode: 626087

10. LLFC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Mr. Jose Emmanuel I. Guerrero (BAC Secretariat)
LBP Leasing and Finance Corporation (LLFC)
15th Floor SyCip Law Center, No. 105 Paseo de Roxas Street, Makati City
Telephone Number: (02) 8818 2000 loc. 218

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Fax Number: (02) 8819 6176

E-mail Address: jiguerrero@lbpleasing.com

12. You may visit the following websites for downloading of Bidding Documents:

- <http://notices.ps-philgeps.gov.ph/main/>
- <https://notices.philgeps.gov.ph/GEPS/>
- <http://www.lbpleasing.com/procurement>

Date of issue: 07 March 2022

(SGD.)

ATTY. MARLA A. BARCENILLA

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **LBP LEASING AND FINANCE CORPORATION**, wishes to receive Bids for the **Supply and Delivery of Ninety (90) units brand new Asian Utility Vehicle**, with identification number **LLFC-GAP-22-003**.

The Procurement Project (referred to herein as “Project”) is composed of **Nine (9) Lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021** in the amount of **PESOS: ONE HUNDRED THREE MILLION FIVE THOUSAND (₱ 103,005,000.00)**.

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5)** years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: **Philippine Pesos**.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until the one hundred twentieth (120th) calendar day from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows: **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

| ITB Clause | | | |
|------------|--|--|--|
| 5.3 | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and delivery of Asian Utility Vehicle b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. | | |
| 7.1 | Subcontracting is not allowed. | | |
| 12 | The price of the Goods shall be quoted DDP in the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project. | | |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: | | |
| | Lot | The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit | The amount of not less than 5% of ABC if bid security is in Surety Bond. |
| | 1 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 2 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 3 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 4 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 5 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 6 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 7 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 8 | ₱ 228,900.00 | ₱ 572,250.00 |
| | 9 | ₱ 228,900.00 | ₱ 572,250.00 |
| 19.4 | <p>Lot 1 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> <p>Lot 2 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> <p>Lot 3 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> <p>Lot 4 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> <p>Lot 5 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> | | |

| | |
|------|---|
| | <p>Lot 6 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> <p>Lot 7 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> <p>Lot 8 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> <p>Lot 9 – Supply and Delivery of Ten (10) Units Brand New Asian Utility Vehicle with ABC of <u>PESOS: ELEVEN MILLION FOUR HUNDRED FORTY-FIVE THOUSAND (₱ 11,445,000.00)</u></p> |
| 20.2 | <u>Not Applicable</u> |
| 21.2 | <u>Not Applicable</u> |

Section IV. General Conditions of Contract

1. Scope of Contract

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. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>The delivery terms applicable to this Contract are delivered <u>in the Philippines</u>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <u>Jimlyn I. Almeñe / Jaime Noel Antonio C. Matoto</u>.</p> |
| 2.2 | Partial payment is not allowed. |
| 4 | The inspections and tests that will be conducted are: <u>Vehicle Inspection prior to turnover/acceptance</u> . |

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Lot | Description | Quantity | Delivered, Days/Weeks/Months |
|------------|---------------------------------|-----------------|--|
| 1 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 2 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 3 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 4 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 5 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 6 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 7 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 8 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| 9 | Brand New Asian Utility Vehicle | 10 | Not more than Forty-Five (45) calendar days after issuance of the Notice to Proceed. Incomplete/Partial Delivery per Lot is not allowed. |
| | Total | 90 | |

Conforme:

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Section VII. Technical Specifications

| Item | Specification | Statement of Compliance |
|-------------|----------------------|---|
| | | <p><i>[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 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 applicable laws and issuances.]</i></p> |

| TECHNICAL SPECIFICATIONS FOR ALL NINE (9) LOTS | | |
|---|--|--------------------------------|
| Particulars | Asian Utility Vehicle | Statement of Compliance |
| Color | Any Available Manufacturer Standard Color | |
| Engine Size | Maximum of 2.0 liters | |
| Engine Displacement | Maximum of 2000 cc | |
| Engine Cylinder / Valve | In-line 4-cylinder, 16 valve | |
| Transmission Category | Manual/ Automatic Transmission | |
| Power Train | Rear/ Front Wheel Drive | |
| Fuel Type | Gasoline / Diesel | |
| Fuel System | Electronic Fuel Injection/ Direct Injection, Euro-4 Emission | |
| Steering System | Rack and Pinion with Power Assist | |
| Air-Con | Manual Air-conditioning System | |
| Doors / Seats | 5 Doors / With 3rd Row Seats Original Equipment Manufacturer (OEM) | |
| Safety Devices | Seatbelts / Airbags (driver and passenger) | |
| Horsepower | Minimum of 100 hp | |
| Standard Accessories | Set of tools, Jack, Seat Cover, Tint, Car Matting, and Early Warning Device (EWD) | |
| Other features and specifications | Power Steering, Power Windows | |
| | Inclusive of tint, carpet matting, seat cover, 10 liters of fuel, black pouch, set of tools with jack, and free labor for first 1,000 & 5,000 km check up | |
| | Inclusive of three (3) years Registration with Land Transportation Office (LTO) as Government Vehicle with Red Plates | |
| | Inclusive of three (3) years Manufacturer's Warranty | |
| | Must be an authorized distributor of the brand of Asian Utility Vehicle being provided | |
| | Manufacturer must have at least thirty-three (33) dealerships with service centers nationwide. Must be supported by a manufacturer's certification enumerating all dealerships and service centers in the Philippines. | |
| | Manufacturer must have at least ten (10) years minimum experience in the Philippine Market in the supply, built-up/ assembly, and maintenance of Asian Utility Vehicles including parts and services. | |
| | Asian Utility Vehicles is defined as a four-wheel enclosed vehicle having dual side doors and lift-up tailgate. | |
| | The vehicle to be supplied must be classified and registered in LTO as follows: | |

| | | |
|--|---|--|
| | a. Denomination - "Utility Vehicle" b. Body Type - "Wagon" | |
| | Certificate of Stock Reported issued by LTO must be available within two (2) weeks after issuance of Notice to Proceed (NTP). | |

Conforme:

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
OR
 A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
OR
 duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Post-Qualification Documents

(Non-submission during the bidding shall not be a ground for disqualification)

- (m) Quarterly Value-Added Tax Return (BIR No. 2550-Q) and Quarterly Income Tax Return (BIR Form No. 1702Q) filed manually or through the BIR EFPS for the last two (2) quarters immediately preceding the bid opening date (1st and 2nd quarter of 2021).
 (n) 2020 Income Tax Return

II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form; **and**
 (p) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (q) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 (r) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Form

Date: _____
 Invitation to Bid³ N^o: _____

To: LBP Leasing and Finance Corporation
 15th Floor Sycip Law Center, 105 Paseo de Roxas Street, Makati City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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 17.1** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:⁴

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|------------------------------|------------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| (if none, state "None") | | |

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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

³ If ADB, JICA and WB funded projects, use IFB.
⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Supply and Delivery of Ninety (90) units brand new Asian Utility Vehicle of LBP Leasing and Finance Corporation. [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the Supply and Delivery of Ninety (90) units brand new Asian Utility Vehicle of LBP Leasing and Finance Corporation.*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable:)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *Supply and Delivery of Ninety (90) units brand new Asian Utility Vehicle*.

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bid Securing Declaration Form

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

X-----X

BID SECURING DECLARATION

Invitation to Bid: *Supply and Delivery of Ninety (90) units brand new Asian Utility Vehicle*

To: LBP Leasing and Finance Corporation
15th Floor Sycip Law Center, 105 Paseo de Roxas Street, Makati City

I/We⁵, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

⁵ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Contract Agreement Form

JIMLYN I. ALMEÑE

LBP LEASING AND FINANCE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at 15th Floor SyCip Law Center, No. 105 Paseo de Roxas, Makati City, represented herein by its President and CEO, MICHAEL P. ARANAS, duly authorized for the purpose under Board Resolution No. 21-271, evidenced by Secretary's Certificate dated 25 November 2021 (attached herein as Annex A), hereinafter called the "ENTITY" of the one part.

- and -

Witness of Supplier

<name of winning bidder>, a corporation duly organized and existing under the laws of the Philippines, with principal business address at <registered office address of winning bidder>, represented herein by its <designation of authorized representative>, <name of authorized representative>, duly authorized for the purpose as evidenced by Secretary's Certificate dated _____ (attached herein as Annex B), hereinafter called the "SUPPLIER" of the other part.

ANTECEDENTS

Authorized Representative of Supplier

The chronology of events of the bidding process are as follows:

- 1) Pre-procurement conference
- 2) Posting of the Bidding Documents in the PhilGEPS website
- 3) Pre-bid conference
- 4) Payment of applicable fee for the Bidding Documents
- 5) Submission and Receipt of Bids
- 6) Evaluation and Ranking of Bids
- 7) Declaration of the Lowest Calculated Responsive Bid (LCRB)
- 8) Post-qualification of the LCRB
- 9) Issuance of Notice of Award to the LCRB
- 10) Preparation and Signing of the Contract Agreement Form
- 11) Submission of Prescribed Form of Performance Security
- 12) Issuance of the Notice to Proceed to the LCRB

MICHAEL P. ARANAS

The Entity invited Bids for certain goods and ancillary services, viz., the **Supply and Delivery of Ninety (90) units brand new Asian Utility Vehicle** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW, THEREFORE, the parties agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;

- (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier 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 under the provisions of the contract at the time and in the manner prescribed by the contract.
5. In accordance with Section 3, Annex D of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act", when the Supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier shall be liable for damages for the delay and shall pay the Entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Entity. The Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the Supplier, or collected from any securities or warranties posted by the Supplier, whichever is convenient to the Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
6. **EXCLUSIVITY OF VENUE OF ACTIONS AND SETTLEMENT OF DISPUTES**
- Should the Entity be constrained to resort to court action to protect its rights and interests, the Supplier shall pay the Entity attorney's fees equivalent to 20% of the total sum claimed in the complaint, plus litigation expenses after judgment is issued and has become final and executory. The attorney's fees shall in no case be less than ₱ 50,000.00. Venue of all court actions shall be laid exclusively in the proper courts of the City of Makati.
- Any and all remaining disputes arising from the implementation of this contract shall be submitted for arbitration in the Philippines in accordance with R.A. 876, the Arbitration Law, and R.A. 9285, the Alternative Dispute Resolution Act of 2004.

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.

Signed, sealed, delivered:

Signed, sealed, delivered:

LBP LEASING AND FINANCE CORPORATION

SUPPLIER

By:

By:

MICHAEL P. ARANAS

President and CEO

Authorized Representative

Signed in the presence of:

JIMLYN I. ALMEÑE

WITNESS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) S.S.

JIMLYN I. ALMEÑE

BEFORE ME, A Notary Public for and in the above stated locality, on this _____ day of _____, personally appeared:

| NAME | TIN |
|--|------------------------|
| LBP LEASING AND FINANCE CORPORATION | 000-164-275-000 |
| MICHAEL P. ARANAS | 412-725-082-000 |

Witness of Supplier

known to me and to me known to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his free and voluntary act and deed and that of the corporation he represents.

This instrument refers to a Contract Agreement Form which consists of three (3) pages including the page wherein this Acknowledgment is written. This Acknowledgment forms an integral part of the said document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and at the place first-above-written.

Authorized Representative of Supplier

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022.

MICHAEL P. ARANAS

ACKNOWLEDGMENT

JIMLYN I. ALMIEÑE

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, A Notary Public for and in the above stated locality, on this _____ day of _____, personally appeared:

NAME

TIN

**SUPPLIER
AUTHORIZED REPRESENTATIVE**

Witness of Supplier

known to me and to me known to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his free and voluntary act and deed and that of the corporation he/she represents.

This instrument refers to a Contract Agreement Form which consists of three (3) pages including the page wherein this Acknowledgment is written. This Acknowledgment forms an integral part of the said document.

Authorized Representative of Supplier

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and at the place first-above-written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022.

EDWARD JOHN T. REYES

For Goods Offered From Abroad

Name of Bidder _____, Invitation to Bid⁶ Number ____, Page ____ of ____.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|----------|---|--|--|--------------------------------------|---------------------------------------|
| Item | Description | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | Total CIF or CIP price per item (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) |
| | | | | | | | | |

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁶ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____, Invitation to Bid⁷ Number __, Page of ____.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|-------------------------------------|---|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and Insurance and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁷ If ADB, JICA and WB funded projects, use IFB.

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
 Business Address : _____

| Name of Contract/ Project Cost | a. Owner's Name b. Address c. Telephone Nos. | Nature of Work | Bidder's Role | | a. Date Awarded b. Date Started c. Date of Completion | % of Accomplishment | | Value of Outstanding Works / Undelivered Portion |
|-----------------------------------|--|----------------|---------------|---|---|---------------------|--------|---|
| | | | Description | % | | Planned | Actual | |
| <u>Government</u> | | | | | | | | |
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Note: This statement shall be supported with:
 1 Purchase Order / Notice of Award and/or Contract
 2 Notice to Proceed issued by the owner

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

