



**INVITATION FOR NEGOTIATION**  
(Negotiated Procurement - Two-Failed Biddings)

**PROCUREMENT OF FUEL THROUGH FLEET CARD SYSTEM FOR THE  
LAND REGISTRATION AUTHORITY (LRA) CENTRAL OFFICE FOR CY 2024**

1. In view of the four (4) failed biddings, the **Land Registration Authority**, through the *FY 2024 General Appropriations Act*, intends to apply the sum of **ONE MILLION TWO HUNDRED THOUSAND PESOS ONLY (PHP 1,200,000.00)**, inclusive of VAT, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Fuel through Fleet Card System for the Land Registration Authority (LRA) Central Office for CY 2024**.
2. The **LRA-BAC** now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the LRA-BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the LRA-BAC Secretariat for Non-Infra at the address given below from **January 30, 2024 to February 07, 2024**, Monday to Friday, at 8:00 AM to 5:00 PM.
5. The **LRA-BAC** will hold a Negotiation Meeting on **February 06, 2024 at 9:00 AM** at **LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City**, which shall be open to prospective bidders.
6. Two (2) copies of the proposals (one original and one copy) must be submitted to the LRA-BAC which must be duly received by the LRA-BAC Secretariat through manual submission at the office address indicated below on or before **4:00 PM of February 07, 2024**. Late submission shall not be accepted.
7. The Opening of Negotiation Documents or Proposals shall be on **9:00 AM of February 08, 2024**.
8. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the LRA-BAC.

**A. Eligibility and Technical Documents**

- a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b) Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, contracts similar to the Project shall be:

- refer to **Procurement of Fuel through Fleet Card.**
  - completed within three (3) years prior to the date of submission of the best and final offer.
  - SLCC shall be supported by a Certificate of Final Acceptance with evaluation rating of at least “Satisfactory”.
- c) The bid security shall be in the form of a duly notarized Bid Securing Declaration, or any of the following forms under the 2016 revised IRR of RA 9184:
- The amount of not less than PHP 24,000.00 [(2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or
  - The amount of not less than PHP 60,000.00 [(5%) of ABC] if bid security is in Surety Bond.
- d) Conformity with the Schedule of Requirements (Annex “A”);
- e) Conformity with the Technical Specifications (Annex “B”);
- f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary’s Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by 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.

- g) 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 best and final offer;
- h) 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.
- i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

**B. Financial Documents**

- j) Bid Form
- k) Price Schedule
9. The Special Conditions of the Contract (Annex “C”) shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.

10. The Head of the Procuring Entity reserves the right to reject any and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 Revised Implementing Rules and Regulations.

11. For further information, please refer to:

**EUNALIZE E. ZAPANTA**  
*BAC-PGSM Secretariat Member*  
*Room 102, Office of the General Services Division*  
*Mobile No. 0992-249-8901*

**ATTY. ROMAN G. IDICA, J.D.**  
*BAC-PGSM Secretariat Assistant Head*  
*Room 407, Office of the Deputy Administrator*  
*Mobile No. 0916-513-0734*

12. For viewing and downloading of Bidding Documents you may visit:

<http://notices.philgeps.gov.ph/>  
<https://lra.gov.ph/bids-opportunities/>

Issued this 30th day of January 2024.



**ATTY. TRISTAN E. DE GUZMAN**  
*Chairperson, LRA Bids and Awards Committee*  
*East Avenue corner NIA Road, Diliman, Quezon City*

## ***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.

<b>Lot No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivered, Weeks/Months</b>
1	<b>Procurement of Fuel through Fleet Card System for the Land Registration Authority (LRA) Central Office for CY 2024</b>	1 Lot	Within <b>30 calendar days</b> upon receipt of an approved Purchase Order

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

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature Over Printed Name  
Of Representative**

\_\_\_\_\_  
**Date**

# *Technical Specifications*

<b>Terms of Reference /Specifications</b>				<b>Statement of Compliance</b>																																								
<b>Lot No.</b>	<b>Description</b>	<b>Qty.</b>	<b>ABC (PHP)</b>																																									
1	Procurement of Fuel Through Fleet Card System for the Land Registration Authority (LRA) Central Office for CY 2024	1 lot	1,200,000.00																																									
<p>Republic of the Philippines  <b>LAND REGISTRATION AUTHORITY</b>                      East Avenue cor. NIA Road, Diliman, Quezon City</p> <p><b>TERMS OF REFERENCES</b></p> <p><b>PROJECT: PROCUREMENT OF FUEL THROUGH FLEET CARD SYSTEM FOR THE LAND REGISTRATION AUTHORITY (LRA) CENTRAL OFFICE FOR CY 2024</b></p> <hr/> <p><b>I. RATIONALE</b></p> <p>The Fleet Card System provides a way for the agency to manage fuel expenses effectively and efficiently. This is essential in meeting the Agency’s operational and administrative requirements, including the delivery of services to the public. This also tracks spending patterns and also sets limits on fuel consumption.</p> <p><b>II. PROJECT OBJECTIVES AND DESCRIPTION</b></p> <ol style="list-style-type: none"> <li>1. To adopt fleet card management by a service provider in fuel allocation, consumption, and management; and</li> <li>2. To utilize the fleet card system for easy monitoring vehicle fuel consumption through a Fleet card’s tamper-proof and cashless transaction feature and its accompanying assign product restrictions and purchase limits.</li> </ol> <p><b>III. REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>• The <b>LAND REGISTRATION AUTHORITY</b> proposes to engage the services of a credit facility from a petroleum company to provide fuel (gasoline and diesel) for its official vehicles.</li> <li>• The provision of “Fleet Cards” under an electronic Fleet Cards System of the following vehicles, to wit:</li> </ul> <p>(Table 1)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #e1eef6;"> <th colspan="5" style="text-align: left;"><b>FUEL MONTHLY COST ESTIMATES</b></th> </tr> <tr style="background-color: #e1eef6;"> <th style="text-align: center;">VN</th> <th style="text-align: center;">LIST OF VEHICLE</th> <th style="text-align: center;">PLATE NO.</th> <th style="text-align: center;">FUEL TYPE</th> <th style="text-align: center;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>TOYOTA ALTIS</td> <td>SFX -208</td> <td style="text-align: center;">GAS</td> <td style="text-align: right;">5,000.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>MITSUBISHI XPANDER</td> <td>B7 G982</td> <td style="text-align: center;">GAS</td> <td style="text-align: right;">10,000.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td>MITSUBISHI XPANDER</td> <td>B7 G076</td> <td style="text-align: center;">GAS</td> <td style="text-align: right;">10,000.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td>TOYOTA INNOVA</td> <td>SKS-302</td> <td style="text-align: center;">DIESEL</td> <td style="text-align: right;">10,000.00</td> </tr> <tr> <td style="text-align: center;">5</td> <td>TOYOTA INNOVA</td> <td>SKS-311</td> <td style="text-align: center;">DIESEL</td> <td style="text-align: right;">8,000.00</td> </tr> <tr> <td style="text-align: center;">6</td> <td>NISSAN URVAN</td> <td>F5X-506</td> <td style="text-align: center;">DIESEL</td> <td style="text-align: right;">5,000.00</td> </tr> </tbody> </table>				<b>FUEL MONTHLY COST ESTIMATES</b>					VN	LIST OF VEHICLE	PLATE NO.	FUEL TYPE	AMOUNT	1	TOYOTA ALTIS	SFX -208	GAS	5,000.00	2	MITSUBISHI XPANDER	B7 G982	GAS	10,000.00	3	MITSUBISHI XPANDER	B7 G076	GAS	10,000.00	4	TOYOTA INNOVA	SKS-302	DIESEL	10,000.00	5	TOYOTA INNOVA	SKS-311	DIESEL	8,000.00	6	NISSAN URVAN	F5X-506	DIESEL	5,000.00	
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7	NISSAN URVAN	F5X-527	DIESEL	5,000.00
8	NISSAN URVAN	F5X-541	DIESEL	10,000.00
9	NISSAN URVAN	F5X-546	DIESEL	10,000.00
10	NISSAN URVAN	F5X-551	DIESEL	10,000.00
11	NISSAN URVAN	F5X-572	DIESEL	10,000.00
12	NISSAN URVAN	F5X-575	DIESEL	10,000.00
13	NISSAN URVAN	F5X-584	DIESEL	12,000.00
14	NISSAN URVAN	F5X-598	DIESEL	12,000.00
15	NISSAN URVAN	F5X-599	DIESEL	12,000.00
16	TOYOTA HI-LUX (Property/Maintenance)	SKS-341	DIESEL	13,000.00
17	TOYOTA HI-LUX (Property/Maintenance)	SKS-322	DIESEL	13,000.00
18	TOYOTA INNOVA (Property/Maintenance)	SKW-251	DIESEL	15,000.00
19	mitsubishi xpander (COA)	B7 G977	GAS	5,000.00
20	TOYOTA INNOVA (COA)	SKS-331	DIESEL	5,000.00
21	TOYOTA FORTUNER (MARVIN FERAREN)	SKS-321	DIESEL	5,000.00
22	TOYOTA RUSH (ANGELO DELLOSA)	A8 R974	GAS	5,000.00
<b>TOTAL</b>				<b>200,000.00</b>

- Amount stated above are indicative only and may increase or decrease based on actual requirements during contract implementation.
- The provisions of the contract which are not amended, modified, altered or changed by the Contract Agreement shall continue to be effective unless amended, modified, altered or changed by subsequent agreement in writing.
- The credit facility will help control the fuel consumption of the motor vehicles of the **LAND REGISTRATION AUTHORITY** based on the limits provided by existing government accounting and auditing rules.

#### IV. CONTRACT PERIOD:

The Contract shall be for a period of **six (6) months** from **15 February 2024 to 15 August 2024**.

#### V. TECHNICAL SPECIFICATIONS:

Provision of Fleet Card under an Electronic Fleet Card System:

1. Monthly supply of petroleum products that complies with Philippine National Standards (PNS), as follows:
  - a. DIESEL conforming to current Department of Energy (DOE) Standards on Petroleum Products-Automotive Diesel Oil.
  - b. GASOLINE with minimum Research Octane No. (RON) 91, conforming to current DOE Standards on Petroleum Products-Unleaded Gasoline.
2. Twenty-Two (22) fleet cards will be issued to be used by the vehicles listed above which must have the following control features:
  - a. Petroleum products to be supplied and availed by the official vehicle must be limited to RON 91 (for gasoline engine vehicles) and regular diesel (for diesel engine vehicles); and

b. Purchase limit (refer to "Table 1" above).

**VI. CONDITIONS:**

- A. Contractor must have a website for its electronic fleet cards system wherein the LRA can access and monitor its account whenever necessary for the entire duration of the contract, especially for the purposes of verification of specific transactions, subject to reasonable website maintenance activities;
- B. The contractor's website must be capable of generating accurate transaction reports per card and monthly consumption of the vehicles;
- C. Contractor shall provide all the accredited branches nationwide;
- D. The LRA-General Services Division (LRA-GSD) shall have the right to:
  - 1. Request viewing of transaction records;
  - 2. Request the blocking and unblocking of cards;
  - 3. Request to increase or decrease card limit; and
  - 4. Request for replacement of cards (loss/torn).
- E. The contractor shall issue and provide OFFICIAL RECEIPT(S) to the LRA for payments for a particular month not later than 5th day of the ensuing month.

**REMINDER ON STATEMENT OF COMPLIANCE:**

*[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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 hereby certify to comply and deliver all the above requirements.

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature Over Printed Name  
Of Representative**

\_\_\_\_\_  
**Date**

## *Special Conditions of Contract*

GCC Clause	
1	<p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>"The delivery terms applicable to the Contract are DDP delivered at <b>LRA Bldg., East Avenue cor., NIA Road, Diliman, Quezon City</b> in accordance with INCOTERMS."</p> <p>"The delivery terms applicable to this Contract are delivered at <b>LRA Bldg., East Avenue cor. NIA Road, Diliman, Quezon City</b>. 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 the <b>General Service Division of LRA</b>.</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>



	<p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p><b>Regular and Recurring Services</b></p> <p>“The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> <li>a. Billings shall be made on a monthly basis (covering 1st to last day of each month).</li> <li>b. The following requirement shall be submitted to LRA-GSD for purposes of payment of billings subject to accounting and auditing rules and regulations. <ul style="list-style-type: none"> <li>i. Details of individual transactions (per CARD) reflecting actual consumption during the applicable month.</li> <li>ii. Statement of Account.</li> </ul> </li> </ul>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done prior written notice to the supplier’s authorized representative.</p>

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
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.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, 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 procurement 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 No. 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; and
  - 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.

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 OR ITS AUTHORIZED  
REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*  
Affiant

***[Jurat]***

*[Format shall be based on the latest Rules on Notarial Practice]*

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *LAND REGISTRATION AUTHORITY*

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Procurement of Fuel Through Fleet Card System for the Land Registration Authority (LRA) Central Office for CY 2024** in conformity with the said PBDs for the sum of *[amount in words (amount in numbers)]*, inclusive of VAT or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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:

Name and address of agent	Amount and Purpose of Commission or gratuity
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_____	_____
_____	_____

(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.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

# BID PROPOSAL FORM

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

**Procurement of Fuel Through Fleet Card System for the Land Registration Authority (LRA) Central Office for CY 2024**

Lot No.	Description	Quantity (a)	Unit Cost (VAT Inclusive) (b)	Total Cost (VAT Inclusive) (a x b)
1	<p><b>Procurement of Fuel Through Fleet Card System for the Land Registration Authority (LRA) Central Office for CY 2024</b></p> <p>Provision of Fleet Card under an Electronic Fleet Card System:</p> <ol style="list-style-type: none"> <li>1. Monthly supply of petroleum products that complies with Philippine National Standards (PNS), as follows:                             <ol style="list-style-type: none"> <li>a. DIESEL conforming to current Department of Energy (DOE) Standards on Petroleum Products-Automotive Diesel Oil.</li> <li>b. GASOLINE with minimum Research Octane No. (RON) 91, conforming to current DOE Standards on Petroleum Products-Unleaded Gasoline.</li> </ol> </li> <li>2. Twenty-Two (22) fleet cards will be issued to be used by the vehicles listed above which must have the following control features:                             <ol style="list-style-type: none"> <li>a. Petroleum products to be supplied and availed by the official vehicle must be limited to RON 91 (for gasoline engine vehicles) and regular diesel (for diesel engine vehicles); and</li> <li>b. Purchase limit (refer to “Table 1” above).</li> </ol> </li> </ol>	<b>1 Lot</b>		
<b>TOTAL:</b>				

**Certified Correct:**

\_\_\_\_\_  
Name and Signature of Bidder/Representative