

**TERMS OF REFERENCE**

**“PROCUREMENT OF ONE (1) UNIT BRAND NEW  
SPORTS UTILITY VEHICLE”**

PREPARED BY:

**TECHNICAL WORKING GROUP (TWG)**

REVIEWED BY:

**BIDS AND AWARDS COMMITTEE (BAC)**

*Signed*

**ENGR. WENDYL P. BORROMEO**  
CHAIRMAN

*Signed*

**ENGR. MARY FRANCE D. MORALES**  
VICE-CHAIRMAN

*Signed*

**ENGR. JOANALYN C. NAPAY**  
MEMBER

*Signed*

**AUDREY ROSE C. DELLORO**  
MEMBER

*Signed*

**GIL EDDIE L. SERRANO, JR.**  
MEMBER

*Signed*

**DARWIN DAVE T. BARRAMEDA**  
MEMBER



TERMS OF REFERENCE

Name of the Contract	:	Procurement of One (1) Unit Brand New Sports Utility Vehicle
Source of Fund	:	Reinvestment Fund for Sustainable CAPEX (RFSC)
Approved Budget of the Contract (ABC)	:	One Million Eight Hundred Thousand Pesos Only Php1,800,000.00

1. OBJECTIVE

Procurement of one (1) unit Brand New Sports Utility Vehicle (SUV) for the Office of the General Manager’s transport needs.

2. SCOPE OF REQUIREMENTS

Description	Qty,	Unit
Supply and Delivery of One (1) Unit Brand New Sports Utility Vehicle	1	unit

3. APPROVED BUDGET OF THE CONTRACT (ABC)

The Approved Budget of the Contract (ABC) is **One Million Eight Hundred Thousand Pesos Only (Php1,800,000.00)** inclusive of taxes and duties and delivered to the coop warehouse.

4. TECHNICAL SPECIFICATION

This specification establishes the physical characteristics and performance requirements of the unit. **Bidder is required to state their compliance to the specification with evidence.** Any form of evidence such as but not limited to **brochures, certification of compliance, photos, and other applicable document** must be included in the Bidder's technical proposal and shall be used in the bid evaluation. **The statement of compliance of the bidder without any evidence shall mean non-responsiveness of its bid.**

SPECIFICATION		Statement of Compliance (Compliant/Not Compliant)	Proof of Evidence
Quantity	: One (1) Unit Brand New Sports Utility Vehicle		
Engine			
Type	: 4-Cylinder in-Line, 16 Valve		
Power (ps/rpm)	: 150 - 190 / 3,400 - 3,600		
Torque (nm/rpm)	: 350 - 450 / 2,000		
Displacement	: 1,900 – 2,500 cc		
Fuel Tank Capacity	: 55 Liters (Minimum)		
Fuel System	: Common Rail Direct Injection		
Fuel Type	: Diesel		
Turbocharger	: Turbocharger Equipped		
Transmission			
Type	: Automatic Transmission		
Chassis			
Steering Type	: Manufacturer’s Standard Power Steering		
Brakes (Front)	: Ventilated Discs		
Brakes (Rear)	: Ventilated Discs		
Suspension	: Double Wishbone Coil Spring with		



(Front) Suspension (Rear) Wheels and Tires	: : :	High Mounted Upper Control Arm and Stabilizer Coil Spring and Stabilizer Bar Manufacturer's Standard Tires & Alloy Wheels		
<b>Exterior</b> Headlamps Type Day Time Running Light Side View Mirror	: : : :	LED Type LED Type Headlamp Power Adjust, Manual Fold		
<b>Interior</b> Instrument Meters Infotainment  Speakers Seat Capacity	: : : : : :	At least Conventional Monochrome Display, Full Touch Screen Display with IOS, Android, Bluetooth connectivity, Auxiliary-in, and USB 6 Speakers (Minimum) Seven (7)		
<b>Safety</b> SRS Airbags Active Safety Parking Aid	: : : :	Minimum 2 Positions Anti-Lock Braking System (ABS) Reverse Camera		
<b>Convenience</b> Air Conditioning System Sun Visor Rear Ventilation Window Operation Remote Car Lock System Front Wipers Rear Wipers	: : : : : : : : : :	Minimum Dual front and Rear Vents Equipped Equipped Powered Window Remote Keyless Entry Variable Intermittent Equipped Intermittent		
<b>Exterior Body Color</b>	: :	Silver		

5. OTHER REQUIREMENTS

Statement of Compliance shall be required for the following terms/conditions during submission of bid proposal:

5.1 On Unit:

- Availability of spare parts nationwide
- Complete basic set of tools, new spare tire on steel wheels, 2 sets of early warning devices (reflectorized red & yellow color), 3M car tint (end-users' choice of color), complete floor matting, seat covers, leather manual holder, and rain visors.
- Inclusive of Free Compulsory Third Party Liability (CTPL) Insurance and Land Transportation Office (LTO) Vehicle Registration for the first three (3) years.
- Free one (1) year Comprehensive Insurance.
- Inclusive of Free Labor on Dealership's periodic preventive maintenance service within the first 1,500 kilometers to 5,000 kilometers complete check-up, as a minimum oil change.

5.2 On Dealership:

- Must have at least five (5) years in the business as an authorized dealer of brand-new vehicles in the Philippines.
- Must have own service center nationwide.
- Must have a counterpart nationwide.



## **6. PAYMENT TERMS**

Full Payment shall be made upon issuance to CASURECO II of the supplied unit with the Original LTO Official Receipt and Original Certificate of Registration.

## **7. DELIVERY PERIOD**

Thirty (30) calendar days' delivery at CASURECO II, Brgy. Del Rosario, Naga City, upon receipt of Notice to Proceed or Purchase Order. Submission of the bidder's confirming Statement on the Delivery Schedule shall be required.

## **8. WARRANTY & AFTER SALES**

Three (3) years warranty or 100,000 kilometers, whichever comes first, on both parts and labor. Submission of the bidder's confirming Statement of Warranty shall be required (Please see sample form).

## **9. LIQUIDATED DAMAGES**

9.1 In the event that the Winning Bidder fails to satisfactorily deliver any or all of the goods and/or perform the services within the specified period(s) mentioned in the Agreement, inclusive of duly granted time extensions, if any, the Procuring Entity shall have the right, without prejudice to other remedies under the Agreement and applicable laws, to -deduct from the Contract Price, as liquidated damages, one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for each day of delay until actual delivery or performance.

9.2 If the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions in addition to the liquidated damages to be paid.

## **10. OTHER TERMS/CONDITIONS**

10.1 Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to an increase in the cost of raw material components and fluctuations in foreign exchange rates and excise duties. Should the unit be rendered obsolete or phased out by the manufacturer, the upgraded or new version shall be delivered at no added cost to CASURECO II.

10.2 Total bid Price is inclusive of all costs, duties, and taxes

10.3 The delivered unit will undergo standard inspection with the presence of the Supplier, End-user, and CASURECO II Quality Assurance Team upon receipt at the warehouse before acceptance. If the delivered unit fails the standard inspection, the Supplier shall replace the unit within fifteen (15) calendar days from the date of initial delivery.

10.4 The bidder shall indicate the cost per unit in the financial proposal.

10.5 The price shall remain the same as quoted, regardless of any changes in market price before delivery, if any.

10.6 The winning bidder shall be responsible for the processing and cost of the vehicle registration with the Land Transportation Office (LTO) before delivery.

## **11. RESERVATION CLAUSE**

The Camarines Sur II Electric Cooperative Inc. (CASURECO II) reserves the right to reject any quotations, annul the procurement process, and reject all quotations at any time without incurring any liability to the affected service provider.



**TECHNICAL WORKING GROUP**

<i>Signed</i> <b>MR. ARIEL D. NACARIO</b> Member	<i>Signed</i> <b>MR. JOHN EMMANUELLE GUTIERREZ</b> Member
<i>Signed</i> <b>ENGR. PAUL GUILLER H. SEMAÑA</b> Member	<i>Signed</i> <b>MR. JIM NESTOR HERNANDEZ</b> Member
<i>Signed</i> <b>ENGR. RICHARD L. PRECONCILLO</b> Vice Chairman	
<i>Signed</i> <b>ENGR. ARJEN V. NIDEA</b> Chairman	



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

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for **(the above-captioned materials/services)** of the Camarines Sur II Electric Cooperative, Inc. (CASURECO II);

*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 and/or to represent the [Name of Bidder] in the bidding for **(the above-captioned materials/services)**, of the Camarines Sur II Electric Cooperative, Inc. (CASURECO II), as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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:* I am 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 [Name of the Project], if any.
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 affixed my signature this \_\_\_\_\_ day of \_\_\_\_ (month) \_\_\_\_, (year) at the City of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_ (date) \_\_\_\_ at the City of \_\_\_\_\_, the affiant exhibited to me (any of the following: Passport, Driver's License, TIN & SSS ID with picture) No/s. \_\_\_\_\_ and valid until \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
UNTIL \_\_\_\_\_  
PTR. No. \_\_\_\_\_



TIN \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series (year)



COMPLIANCE WITH THE TECHNICAL SPECIFICATIONS

SPECIFICATION			Statement of Compliance (Compliant/Not Compliant)	Proof of Evidence
Quantity	:	One (1) Unit Brand New Sports Utility Vehicle		
Engine Type	:	4-Cylinder in-Line, 16 Valve		
Power (ps/rpm)	:	150 - 190 / 3,400 - 3,600		
Torque (nm/rpm)	:	350 - 450 / 2,000		
Displacement	:	1,900 – 2,500 cc		
Fuel Tank Capacity	:	55 Liters (Minimum)		
Fuel System	:	Common Rail Direct Injection		
Fuel Type	:	Diesel		
Turbocharger	:	Turbocharger Equipped		
Transmission Type	:	Automatic Transmission		
Chassis Steering Type	:	Manufacturer’s Standard Power Steering		
Brakes (Front)	:	Ventilated Discs		
Brakes (Rear)	:	Ventilated Discs		
Suspension (Front)	:	Double Wishbone Coil Spring with High Mounted Upper Control Arm and Stabilizer		
Suspension (Rear)	:	Coil Spring and Stabilizer Bar		
Wheels and Tires	:	Manufacturer’s Standard Tires & Alloy Wheels		
Exterior Headlamps Type	:	LED Type		
Day Time Running Light	:	LED Type Headlamp		
Side View Mirror	:	Power Adjust, Manual Fold		
Interior Instrument	:	At least Conventional Monochrome Display, Full Touch Screen Display with IOS, Android, Bluetooth connectivity, Auxiliary-in, and USB		
Meters	:			
Infotainment	:			
Speakers	:	6 Speakers (Minimum)		
Seat Capacity	:	Seven (7)		
Safety SRS Airbags	:	Minimum 2 Positions		
Active Safety	:	Anti-Lock Braking System (ABS)		
Parking Aid	:	Reverse Camera		
Convenience Air Conditioning System	:	Minimum Dual front and Rear Vents		
Sun Visor	:	Equipped		
Rear Ventilation	:	Equipped		
Window Operation	:	Powered Window		
Remote Car Lock System	:	Remote Keyless Entry		
Front Wipers	:	Variable Intermittent		
Rear Wipers	:	Equipped Intermittent		
Exterior Body Color	:	Silver		



Other Requirement	:	<ul style="list-style-type: none"><li>• Availability of spare parts nationwide</li><li>• Complete basic set of tools, new spare tire on steel wheels, 2 sets of early warning devices (reflectorized red &amp; yellow color), 3M car tint (end-users' choice of color), complete floor matting, seat covers, leather manual holder, and rain visors.</li><li>• Inclusive of Free Compulsory Third Party Liability (CTPL) Insurance and Land Transportation Office (LTO) Vehicle Registration for the first three (3) years.</li><li>• Free one (1) year Comprehensive Insurance.</li><li>• Inclusive of Free Labor on Dealership's periodic preventive maintenance service within the first 1,500 kilometers to 5,000 kilometers complete check-up, as a minimum oil change.</li></ul>		
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**COMPANY NAME**

**CONFIRMING STATEMENT ON WARRANTY AND AFTER-SALES BEING OFFERED**

**BIDS AND AWARDS COMMITTEE**

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : **ENGR. WENDYL P. BORRAMEO**  
BAC Chairman

Project: **Procurement of One (1) Unit Brand New Sports Utility Vehicle**

Dear ENGR. BORRAMEO,

We, [Company Name] with office address at \_\_\_\_\_ do hereby certify that we extend our full guarantee and warranty for the above-stated project in case of award:

Warranty being offered

- 1. Three (3) years warranty or 100,000 kilometers, whichever comes first, on both parts and labor.

Very truly yours,

\_\_\_\_\_  
[Signature over printed name of authorized signatory]  
Date:



COMPANY NAME

CONFIRMING STATEMENT ON DELIVERY SCHEDULE

BIDS AND AWARDS COMMITTEE

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : ENGR. WENDYL P. BORROMEO  
BAC Chairman

Project: Procurement of One (1) Unit Brand New Sports Utility Vehicle

Dear ENGR. BORROMEO,

In compliance with the requirement of Camarines Sur II Electric Cooperative, Inc. for the above stated project, we [COMPANY NAME], with office address at

conforms with the following completion schedule:

Project Description	Project Duration/ Completion
Procurement of One (1) Unit Brand New Sports Utility Vehicle	Thirty (30) calendar days' delivery at CASURECO II, Brgy. Del Rosario, Naga City, upon receipt of Notice to Proceed or Purchase Order

Very truly yours,

[Signature over printed name of authorized signatory]  
Date:



**COMPANY NAME**

**CONFIRMING STATEMENT ON TERMS OF PAYMENT**

**BIDS AND AWARDS COMMITTEE**

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : **ENGR. WENDYL P. BORROMEO**  
BAC Chairman

Project: **Procurement of One (1) Unit Brand New Sports Utility Vehicle**

Dear ENGR. BORROMEO,

In compliance with the requirement of Camarines Sur II Electric Cooperative, Inc. for the above stated project, we [COMPANY NAME], with office address at \_\_\_\_\_ conforms with the following Terms of Payment under Section 7 of the Terms of Reference (TOR):

Full Payment shall be made upon issuance to CASURECO II of the supplied unit with the Original LTO Official Receipt and Original Certificate of Registration.

Very truly yours,

\_\_\_\_\_  
[Signature over printed name of authorized signatory]  
Date:



**COMPANY NAME**

**STATEMENT OF COMPLIANCE WITH OTHER REQUIREMENTS ON UNIT**

**BIDS AND AWARDS COMMITTEE**

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : **ENGR. WENDYL P. BORROMEO**  
BAC Chairman

Project: **Procurement of One (1) Unit Brand New Sports Utility Vehicle**

Dear ENGR. BORROMEO,

In compliance with the requirement of Camarines Sur II Electric Cooperative, Inc. for the above stated project, we [COMPANY NAME], with office address at

hereby states and conforms its compliance with the following detailed other requirements on unit for this particular Bidding Project:

- Availability of spare parts nationwide
- With Complete basic set of tools, new spare tire on steel wheels, 2 sets of early warning devices (reflectorized red & yellow color), 3M car tint (end-users' choice of color), complete floor matting, seat covers, leather manual holder, and rain visors.
- Inclusive of Free Compulsory Third Party Liability (CTPL) Insurance and Land Transportation Office (LTO) Vehicle Registration for the first three (3) years.
- Free one (1) year Comprehensive Insurance.
- Inclusive of Free Labor on Dealership's periodic preventive maintenance service within the first 1,500 kilometers to 5,000 kilometers complete check-up, as a minimum oil change.

Very truly yours,

[Signature over printed name of authorized signatory]

Date:



**COMPANY NAME**

**STATEMENT OF COMPLIANCE FOR OTHER REQUIREMENTS ON DEALERSHIP**

**BIDS AND AWARDS COMMITTEE**

Camarines Sur II Electric Cooperative, Inc.  
Del Rosario, Naga City

Attention : **ENGR. WENDYL P. BORROMEO**  
BAC Chairman

Project: **Procurement of One (1) Unit Brand New Sports Utility Vehicle**

Dear ENGR. BORROMEO,

In compliance with the requirement of Camarines Sur II Electric Cooperative, Inc. for the above stated project, we [COMPANY NAME], with office address at

hereby states and conforms its compliance with the following Bidder’s other requirements on Dealership for this particular Bidding Project:

- 1. At least five (5) years in the business as an authorized dealer of brand-new vehicles in the Philippines.  
(Kindly state the start date of operation as authorized dealer)
- 2. With own service center nationwide.  
(Kindly state the locations)
- 3. With counterpart nationwide.  
(Kindly state the locations)

Very truly yours,

\_\_\_\_\_  
[Signature over printed name of authorized signatory]  
Date:



**CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)**  
Del Rosario, Naga City

**BIDS AND AWARDS COMMITTEE**

**CHECKLIST FOR THE PROCUREMENT OF ONE (1) UNIT BRAND NEW SPORTS UTILITY VEHICLE**

<b>I. ELIGIBILITY REQUIREMENTS</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>LEGAL DOCUMENTS</b>			
1. DTI business name registration/SEC registration certificate/CDA registration certificate, whichever is appropriate under the laws of the Philippines			
2. Valid and current Mayor's permit/municipal license (principal place of business)			
3. BIR Value Added Tax Registration			
4. Omnibus Sworn Statement-Affidavit			
5. Compliance with E.O. #398			
a. Proof of VAT payments for the past six months.			
b. Tax Clearance from the BIR to prove the bidder's full and timely payment of taxes to the government			
c. A Certification under oath from the bidder's responsible officers that the bidder is free and clear of all liabilities with the government.			
<b>TECHNICAL DOCUMENTS</b>			
1. Statement in matrix form all ongoing and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period of two (2) years, where applicable, including contracts awarded but not yet started, if any. The statement shall state whether each contract is:			
a. Ongoing, Completed, or Awarded but not yet started; within the relevant period, where applicable.			
i. The name of the contract;			
ii. Date of contract;			
iii. Amount of contract and value of outstanding contracts;			
iv. Date of delivery;			
v. End-user's acceptance, if completed			
b. Statement identifying the bidder's single largest completed contract similar to the contract			



to be bid within the relevant period of two (2) years			
<b>FINANCIAL DOCUMENTS</b>			
1. Complete set of audited financial statements, stamped "received" by the BIR, for the preceding calendar year, which should not be earlier than 2 years from the date of bid submission.			
Complete set of financial statement includes the following:			
1) Balance Sheet			
2) Income Statement			
3) Statement of Changes in Equity			
4) Cash Flow Statement			
5) Notes to Financial Statement			
6) Statement of Management Responsibility for Financial Statement			
2. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) should be equal or more than the ABC, or a commitment from a universal or commercial bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than the amount set by the procuring entity, which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract (ABC) to be bid.			
<b>II. BID PROPOSAL</b>	Bidder 1	Bidder 2	Bidder 3
<b>TECHNICAL PROPOSAL</b>			
1. Confirming statement on Delivery Schedule			
2. Confirming statement on the warranty and after-sales being offered			
3. Details of Technical Specification (Please see the separate matrix for compliance of the technical specifications with proof of evidence)			
4. Statement of Compliance for Bidder's Other Requirements on Unit			
5. Statement of Compliance for Bidder's Other Requirements on Dealership			
<b>FINANCIAL PROPOSAL</b>			
1. Confirming statement on the Terms of Payment			
2. Bid Price			
<b>RESULT:</b>			
<b>Note: All requirements with attached Sample Forms must be submitted as prescribed; however, for any other technical and financial requirements that do not have a specific sample form attached, the Bidder may submit in any form as proof of its compliance, provided that it is duly signed/certified by the authorized representative.</b>			



**Draft Contract Agreement Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Camarines Sur II Electric Cooperative, Inc. (CASURECO II) of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited bids for certain goods and ancillary services, viz., [brief description of goods and services] 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 THIS AGREEMENT WITNESSETH 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.:

- I. Bidding Documents;
  - a. Terms of Reference (TOR)
  - b. Schedule of Requirements;
  - c. Technical Specifications;
  - d. Board Resolution for the Awarding of the Contract
  - e. Notice of Award (NOA)
  - f. Notice to Proceed (NTP)
  - g. Supplemental or Bid Bulletins, if any; and
  - h. Other applicable documents relative to this project bidding
- II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- III. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Purchase Orders, and Warranty Security, shall likewise form part of the Contract.

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. OTHER TERMS/CONDITIONS

The Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to an increase in the cost of raw material components and fluctuations in foreign exchange rates and excise duties. Should the unit be rendered obsolete or phased out by the manufacturer, the upgraded or new version shall be delivered at no added cost to CASURECO II.

The total bid Price is inclusive of all costs, duties, and taxes.



The delivered unit will undergo standard inspection with the presence of the Supplier, End-user, and CASURECO II Quality Assurance Team upon receipt at the warehouse before acceptance. If the delivered unit fails the standard inspection, the Supplier shall replace the unit within fifteen (15) calendar days from the date of initial delivery.

The Supplier shall indicate the cost per unit in the financial proposal.

The price shall remain the same as quoted, regardless of any changes in market price before delivery, if any.

The winning bidder shall be responsible for the processing and cost of the vehicle registration with the Land Transportation Office (LTO) before delivery.

5. WARRANTY AND AFTER SALES

Three (3) years warranty or 100,000 kilometers, whichever comes first, on both parts and labor.

6. MODE OF PAYMENT

The CASURECO II agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

Full Payment shall be made upon issuance to CASURECO II of the supplied unit with the Original LTO Official Receipt and Original Certificate of Registration.

7. DELIVERY PERIOD

The SUPPLIER shall deliver the items and the COOPERATIVE shall take possession of the same, at the COOPERATIVE's premises (either in person or through a third party within thirty (30) calendar days after receipt of Purchase Order and Notice to Proceed). It is the SUPPLIER'S duty to ensure that the items are delivered in good condition without defects or any traces of mishandling or deterioration.

8. LIQUIDATED DAMAGES

In case of breach of contract, the amount of liquidated damages shall be at least equal to 1/10 of 1% (.01%) of the cost of the undelivered portion of the contract, for every day of delay in the delivery. Once the cumulative number of liquidated damages reaches ten percent (10%) of the contract amount, the contract shall be rescinded without prejudice to other courses of action and remedies to be undertaken by the COOPERATIVE.

Liquidated damages which are due and demandable to the COOPERATIVE shall be deducted from any payment due to the contractor.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance, with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).



Acknowledgment

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

BEFORE ME, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 personally  
appeared the following with their respective competent evidence of identity (“CEI”), to wit:

Name	CEI	Date Issued/Expiry

Known to me to be the same person who executed the foregoing Contract and who  
acknowledge to me that the same is their free and voluntary act and deed and of the Company  
they respectively represent.

This contract for the Procurement of One (1) Unit Brand New Sports Utility Vehicle, was  
signed by the Parties, and signed/initialed by their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this date and place above mentioned.

NOTARY PUBLIC

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Series of 2025