

Republic of the Philippines  
City of Olongapo

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**SPECIAL BIDS AND AWARDS COMMITTEE**

Second Floor Olongapo City Hall , Rizal Avenue, West Bajac- Bajac, Olongapo City  
Web: www.olongapocity.gov.ph

**INVITATION TO BID**

**For the Request of Bid for Towing Services**

The City Government of Olongapo (CGO) is inviting to accept proposal from private individual or business entity for the Request of Bid for Towing Services. Bidders should have completed at least three **(3) years** contract similar to the project.

Interested parties private sector entities may participate in the Competitive Challenge procedure by the City Government by purchasing the Terms of Reference (TOR) Sheet at 2<sup>nd</sup> Floor, Olongapo City Hall West Bajac- Bajac, Olongapo City for the non-refundable fee of Thirty Thousand Pesos (Php 30,000.00). Only those who have paid the non-refundable fee shall be allowed to participate in the pre-bidding conference and to submit the Comparative Proposal to submit their proposal for the Request of Bid for Towing Services.

The schedule of activities is listed, as follows:

<b>ACTIVITIES</b>	<b>SCHEDULE</b>
Posting of invitation	October 28 to November 7, 2016
Deadline of Submission of Letter of Intent and Issuance/Purchasing of TOR	October 28 to November 7, 2016, 8am to 5pm at General Services Office
Pre Bidding Conference	November 7, 2016, 10AM, General Services Office
Opening of bid	November 14, 2016, 2PM at General Services Office

The CGO reserves the right to reject any or all bids, declare failure of bidding and not to award the contract for any justifiable and reasonable ground where an award will not redound to the benefit of the city.

For inquiries, interested parties may contact the person indicated below.

**(SGD) MERLITO J. MAJARUCON**  
SBAC Chairman  
General Services Office



Republic of the Philippines  
City of Olongapo  
Web: [www.olongapocity.gov.ph](http://www.olongapocity.gov.ph)

# **TERMS OF REFERENCE**

## **FOR THE REQUEST OF BID FOR TOWING SERVICES**

**SECTION I**  
**INSTRUCTION TO BIDDERS (ITB)**

## 1. Scope of Bid

City Government of Olongapo (CGO) is seeking from qualified towing contractors to provide vehicle towing services inclusive of labor and equipment. For this purpose, the competitive selection shall be governed by applicable provisions of laws such as but not limited to, Republic Act (RA) No. 9184 (Government Procurement Reform Act).

## 2. Items of Bid

The items of bid for the Project shall be the following:

Items of Bid	Minimum Requirement
a. Profit sharing	95% bidder / 5% City Government of Olongapo

## 3. Eligible Bidders

3.1. Eligible to participate in this Bidding:

Sole proprietorships; Partnerships; or Corporations duly organized under Philippine laws or in a foreign country provided that the Bidder shall register under Philippine laws within the period of the Contract, if awarded the Project;

3.2. Minimum qualifications are required:

With a track record of a minimum of three (3) years operations, management and/or ownership of towing services;

## 4. Contents of the Terms of Reference (TOR)

4.1. The TOR consists of Sections I to IV which include all the Sections indicated below, and should be read in conjunction with any Addenda.

**Section I. Instruction to Bidders**  
**Section II. Technical Specifications**  
**Section III. Sample Forms**  
**Section IV. Contract**

4.2. Bidders should note that CGO will only accept Bids from Bidders that have purchased the TOR from the Office of the Special Bids and Awards SBAC Secretariat located at 2<sup>nd</sup> Floor General Service Office, Olongapo City Hall, Brgy WBB, Olongapo City.

4.3. The Bidder is expected to examine all instructions, forms, terms, and

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specifications in the TOR including bid bulletins, if any. Failure to furnish all information or documentation required in the TOR shall result in the rejection of the Bid and the disqualification of the Bidder.

## 5. Pre-Bid Conference

- 5.1. To clarify and address the Bidders' questions on the requirements, terms and conditions, and specifications stipulated in the TOR, a Pre-Bid Conference shall be held on November 7, 2016, 10:00 am at 2<sup>nd</sup> Floor General Service Office, Olongapo City Hall, Brgy WBB, Olongapo City. The Bidders' authorized representatives are required to attend the Pre-Bid Conference to ensure that they fully understand the extent and scope of the Project. The Bidder is expected to know the changes and/or amendments to the TOR discussed during the Pre-Bid Conference. Any statement made at the Pre-Bid Conference shall not modify the terms of the TOR unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- 5.2. A prospective Bidder requiring any clarification on the TOR shall submit their request for clarification in writing to the SBAC at the Office of the SBAC Secretariat located at 2<sup>nd</sup> Floor General Service Office, Olongapo City Hall, Brgy WBB, Olongapo City. The SBAC will respond in writing to any request for clarification by issuing a Supplemental/Bid Bulletin, provided that such request is received at least fifteen (15) calendar days before the deadline for submission and receipt of Bids. The SBAC shall issue its response not later than seven (7) calendar days before the deadline for the submission and receipt of Bids, to be made available to all Bidders who have acquired the TOR directly from it, including a description of the inquiry but without identifying its source.

## 6. Amendment of TOR

Supplemental/Bid Bulletins may be issued upon CGO's initiative for purposes of clarifying or modifying any provision of the TOR not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. All bidders shall be notified in writing and through posting in the website if there are amendments in the TOR. Any modification to the TOR shall be construed as an amendment. It shall be the responsibility of all Bidders who secure the TOR to ensure that they are aware of and have secured all Bid Bulletins that may be issued.

## 7. Documents comprising the Eligibility Documents (1<sup>st</sup> Envelope)

The First Envelope shall contain the following Eligibility documents:

- (a) **LEGAL DOCUMENTS**
  - (a.1) Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms. CDA for cooperatives.

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- (a.2) Mayor's Permit
- (a.3) PhilGeps Registration

(b) **TECHNICAL DOCUMENTS:**

(b.1) Proof of Track Record

- Signed list of similar projects, owned, operated and/or managed with a minimum of three (3) years of operations.
- Supporting documents to prove ownership, operations or management of the above listed projects.

(b.2) Manpower Requirements

- Manpower detailed information
- NBI/Police Clearance
- Performance record from company that ensure it has sufficient skills.

(b.3) Technical specification of the Equipments

- Original Receipt and Certificate of Registration of the vehicles
- General specification of the equipments

(b.4) Terms of Reference (TOR) *signed on each page by the authorized representative and signatory;*

(b.5) Omnibus Sworn Statement.

(b.6) Bid Securing Declaration

(c) **FINANCIAL DOCUMENTS:**

(c.1) Audited financial statements (Balance Sheet, Income Statement and Auditor's Report), stamped "received" by the BIR or its duly accredited and authorized institutions (or their equivalent in case of a foreign bidder), for the calendar years 2013, 2014 and 2015 showing, among others, the Bidder's total and current assets and liabilities;

(c.2) Tax Clearance (BIR)

## 8. Documents Comprising the Financial Proposal (2<sup>nd</sup> Envelope)

The Financial Proposal shall contain the following:

- Bid Form

All Bids below the minimum or not complying with the required commitments and alternative bids shall be rejected.

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## **9. Bid Submission: Eligibility Documents, Technical and Financial Proposals**

- 9.1 The Bidder shall submit their Bids through their authorized representative using the appropriate Bid Form on the deadline for the Submission and Opening of Bids in two (2) separate sealed envelopes and addressed to the SBAC; the first envelope containing the Eligibility Documents, the second envelope containing the Financial Proposal of the Bid.
- 9.2 The bidder shall submit one (1) original and two (2) copies.
- 9.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid and CGO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **10. Alternative Bids**

Alternative Bids or bids that are not in compliance with the requirements as provided in the TOR shall be rejected outright.

## **11. Bid Validity**

Bids shall remain valid for a period which shall not exceed one hundred twenty (120) calendar days from the date of the opening of Bids.

## **12. Format and Signing of Bids**

- 12.1 The Bidder shall prepare an original of the Eligibility Documents, Technical Proposal, and Financial Proposal and clearly mark each “ORIGINAL – ELIGIBILITY DOCUMENTS”, “ORIGINAL - TECHNICAL PROPOSAL”, and “ORIGINAL – FINANCIAL PROPOSAL”, respectively. In addition, the Bidder shall submit two (2) copies of the Eligibility Documents, Technical Proposal, and Financial Proposal, and clearly mark them “COPY NO. \_\_\_ - ELIGIBILITY DOCUMENTS”, “COPY NO. \_\_\_ - TECHNICAL PROPOSAL”, “COPY NO. \_\_\_ - FINANCIAL PROPOSAL”.

In the event of any discrepancy between the original and the copies, the original shall prevail.

- 12.2 The original and two (2) other copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid, including attachments thereto such as brochures, shall be initialed by the person or persons signing the Bid. Failure to sign on each and every page of the TOR shall result in the rejection of the Bid, and the disqualification of the Bidder.
- 12.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **13. Sealing and Marking of Bids**

- 13.1 The first envelope (marked Eligibility Documents) shall contain one (1) original set and two (2) sets of certified true copies of the original signed and sealed. The second envelope (marked Financial Proposal) shall contain one (1) set of original and two (2) sets of certified true copies of the original signed and sealed.
- 13.2 All envelopes shall:
  - (a) contain the Project name in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the SBAC
  - (d) bear the Project Title: REQUEST OF BIDS FOR TOWING SERVICES; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of Bids.
- 13.3 If all envelopes are not sealed and marked as required, CGO will assume no responsibility for the misplacement or premature opening of the Bid.

### **14. Deadline for Submission of Bids**

Bids must be received by the SBAC at 2<sup>nd</sup> Flr General Services Office OlongapoCity Hall Brgy WBB, Olongapo City on November 14, 2016, not later than 2:00 pm.

### **15. Late Bids**

Any Bid submitted after the deadline for submission and receipt of Bids prescribed by CGO, shall be declared “Late” and shall not be accepted by CGO.

## 16. Withdrawal of Bids

A Bidder may express its intention not to participate in the bidding through a letter which should reach and be stamped by the SBAC before the deadline for submission and receipt of Bids. Letters of withdrawal shall be read out and recorded during Bid opening.

## 17. Opening and Preliminary Examination of Bids

- 17.1 The SBAC will open Bid envelopes in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 17.2 The SBAC shall first determine each Bidder's compliance with the documents required to be submitted for Eligibility. For this purpose, the SBAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present in the Eligibility Envelope, using a **non-discretionary "pass/fail" criteria**, as stated in the Invitation To Bid and this ITB. If a prospective bidder submits the specific eligibility document required, it shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete and patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all eligibility requirements, it shall be considered eligible for the opening of its Technical Proposal. If a prospective bidder is rated "failed" in any of its eligibility requirements, it shall be considered ineligible to participate in the bidding. **In case one or more of the above required documents in the Eligibility envelope of a particular Bid is missing, incomplete, or patently insufficient, the SBAC shall rate the Bid concerned as "failed"** and immediately return to the Bidder concerned its Technical and Financial Proposal envelopes unopened.
- 17.3 Immediately after determining compliance with the Eligibility requirements, all eligible bidders will have their Technical Proposals (Second Envelope) opened. The SBAC shall determine each Bidder's compliance with the documents required to be submitted for the Technical Proposal of the Bid. For this purpose, the SBAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present in the Technical proposal, using a **non- discretionary "pass/fail" criteria**, as stated in the Invitation To Bid and this ITB. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular requirement concerned. If the Technical Proposal of a bidder is rated "passed", it shall be considered eligible for the opening of its Financial Proposal. If a prospective bidder is rated "failed" in any of its eligibility requirements, it shall be considered ineligible to participate in the



bidding. **In case one or more of the above required documents in the Technical Proposal envelope of a particular Bid is missing, incomplete, or patently insufficient, the SBAC shall rate the Bid concerned as “failed”** and immediately return to the Bidder concerned its Financial Proposal envelope unopened.

- 17.4 Immediately after determining compliance with the requirements in the Technical Proposal envelope, the SBAC shall forthwith open the Financial Proposals of each remaining eligible bidder whose Technical Proposal envelope was rated “passed”. The SBAC shall determine each Bidder’s compliance with the documents required to be submitted for the Financial Proposal of the Bid. For this purpose, the SBAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present in the Financial Proposal, **using a non-discretionary “pass/fail” criteria**, as stated in the Invitation To Bid and this ITB. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered “failed” for the particular requirement concerned. **In case one or more of the requirements in the Financial Proposal envelope of a particular bid is missing, incomplete or patently insufficient, the SBAC shall rate the bid concerned as “failed.”** Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 17.5 A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of Bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the SBAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the SBAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, in the case of a Bidder who fails in the Eligibility envelope or Technical envelope, the SBAC shall hold the Technical and/or Financial envelope, as the case may be, of the said failed Bidder unopened and duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 17.6 CGO shall prepare the minutes of the proceedings of the Bid opening that shall include, as a minimum: (a) names of Bidders, their Financial Bid, and (b) attendance sheet. The SBAC members shall sign the abstract of Bids as read and the observers may witness the same. The minutes of the proceedings of the Bid opening shall be available to the public upon written request and payment of a specified fee to recover cost of materials.

## 18. Process to be Confidential

The Members of the SBAC, as well as its Secretariat and TWG are prohibited from making or accepting any kind of communication with any bidder

regarding the evaluation of their bids until the issuance of the Notice of Award (NOA), unless otherwise allowed by this ITB.

## **19. Contacting CGO**

- 19.1 No Bidder shall contact CGO on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded.
- 19.2 Any effort by a bidder to influence CGO in its decision with respect to Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.

## **20. Evaluation and Comparison of Bid**

### **20.1 Detailed Evaluation and Comparison of Bids.**

- (a) CGO will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids using a non-discretionary pass or fail criteria, pursuant in order to determine the Highest Bidder.
- (b) The SBAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria, which shall include consideration of the following:
  - The Bid must be complete. Bids not addressing or providing all of the required items in the Financial Bid shall be considered non-responsive and, thus, automatically disqualified;
- (c) CGO's evaluation of Bids shall only be based on the Financial Bid.

## **21. Post-Qualification**

- 21.1 The post-qualification shall verify, validate and ascertain all statements made and documents submitted by the bidder with the Highest Rated Bid to determine the Highest Rated and Responsive Bid.
- 21.2 The determination shall take into account the Bidder's legal, financial and technical capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as CGO deems necessary and appropriate.

An affirmative determination shall be a prerequisite for award of the Project to the Bidder. A negative determination shall result in rejection of the Bidder's Bid, in which event CGO shall proceed to the next Highest Rated Bid to make a similar determination of that Bidder's

capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Highest Rated Bid, and so on until the Highest Rated Responsive Bid is determined for contract award.

## **22. CGO's Right to Reject Bids, Declare a Failure of Bidding, and not to Award the Contract**

22.1 Based on the following grounds, CGO reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and makes no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is prima facie evidence of collusion between any of the bidders and directors, officers or employees of CGO, or between the SBAC Members, TWG and Secretariat, or if the collusion is between or among the bidders themselves, or between a bidder and a third party/NGO, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the SBAC is found to have failed in following the prescribed bidding procedures;

22.2 In addition, CGO may likewise declare a Failure of Bidding when:

- (a) No bids are received;
- (b) All bidders are declared ineligible;
- (c) All bids failed to comply with all the bid requirements;
- (d) If no bidder passes the post-qualification;
- (e) If no responsive bidder accepts the NOA or the Contract.

22.3 If no award is made.

## **23. Award Criteria**

23.1 The highest bidder is the highest offer in Profit Sharing.

23.2 CGO shall issue the NOA to the Bidder whose Bid has been determined to be responsive and eventually determined to be the Highest Rated Responsive Bid.

23.3 In case of a tie in the highest rated bid, a tie-breaking process shall be conducted in accordance with applicable government procedures.

## **24. Notice of Award**

24.1 Prior to the expiration of the period of Bid validity, CGO shall notify the

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successful Bidder in writing that its Bid has been accepted, through a Notice of Award (NOA) received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within five (5) days from receipt by the successful Bidder and submitted personally or sent by registered mail or electronically to CGO.

24.2 Upon the issuance of the NOA to the successful Bidder, CGO shall promptly notify each unsuccessful Bidder of the fact of award to the successful Bidder.

## **25. Signing of the Contract**

25.1 Upon issuance of the NOA, CGO shall send the Contract to the Head of the Procuring Entity, it shall then endorse to the City Council for review and ratification.

25.2 Upon approval and endorsement of the City Council to the City Mayor, the successful Bidder shall sign the Contract.

## **26. Notice to Proceed**

The Contract shall serve as the Notice to Proceed and shall be effective upon signing.

**SECTION II**  
**TECHNICAL SPECIFICATIONS**

**A. ITEMS OF BID**

The items of bid for the Project shall be the following:

Items of Bid	Minimum Requirement
a. Profit sharing	95% bidder / 5% City Government of Olongapo

**B. SERVICE**

The Contractor shall provide towing services 24 hours per day, 7 days per week. The contractor shall provide all services described in this bid proposal. Requests for services from the Olongapo Traffic Management & Public Safety (OTMPS) shall have priority calls for service. The Contractor must be capable of responding within twenty (20) minutes no less than 95% of the time. Inability to do so will constitute sufficient reason to dissolve the contract. In return, the Contractor shall be given first call for all towing services requested by the OTMPS unless a private citizen specifically requests the services of another provider. The City reserves the right to obtain services from other providers in cases of emergency or when the Contractor is unable to provide services as delineated in the contract. This alternate request procedure shall only apply when the health, welfare and safety of the general public is at risk.

Whenever the Contractor is responding to a situation to which the OTMPS has been called the OTMPS Officer in charge shall have supervision over the disposition of the vehicle(s) up to and including transportation of the vehicle(s) to Transcon located at Brgy Old Cabalan. The Contractor shall give full and complete cooperation to the officer(s) at the scene, including all facilities of the tow truck and its driver, unless dismissed by the officer(s).

The City Government of Olongapo reserves the right to inspect the Contractor's equipment and personnel at any time, or to take any other action necessary to determine the contractor's ability to perform. The city reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

**C. PERSONNEL**

The Contractor shall have a minimum of three (3) years experience in towing automobiles, motorcycles, and both light and heavy trucks. Tow truck operators shall be qualified, trained employees of the Contractor. In order to avoid delays, no less than two trucks/operators shall be on duty and available between the hours of 7:00 a.m. and 2:00 a.m. Between 2:00 a.m. and 7:00 a.m., at least one operator shall be on duty with at least one other on call and available within twenty (20) minutes.

The Contractor's employees shall act courteously, responsively and responsibly towards the rightful owner or agent of each vehicle towed, stored, and/or impounded at the direction of the City. The Contractor's employees shall cooperate with the OTMPS in handling, inventory and recording of criminal evidence and personal property when

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requested. When requested to do so, the employees shall communicate to the OTMPS information regarding any and all vehicles towed, stored or impounded by the department. The Contractor's employees shall ensure that no part is removed from any vehicle towed.

The Contractor shall be responsible for staffing each tow truck under their care and custody (including owned, leased, rented or sub-contracted) with a driver who shall:

- Not have a history of substance abuse;
- Be free of any disabilities which would preclude performing the required tasks;
- Be trained in the proper handling of vehicles so as not to cause undue damage;
- Be licensed to carry out the required tasks.

The Contractor, upon a request from the City, shall allow access to all driver qualification. The Contractor shall also provide a detailed listing of all training received by each driver and a summary of their experience both with the Contractor and with previous employers.

Tow Truck crew or personnel must:

1. Wear Identification cards of their company, prescribed uniforms.
2. Must submit the performance record of the company to ensure that it has sufficient skills to provide towing services.

#### **D. EQUIPMENT**

The Contractor shall provide and maintain equipment as outlined below but not limited to:

<b>Minimum Number</b>	<b>Type of Vehicle</b>
1	One ton rated tow truck

The contractor shall provide minimum of one (1) unit tow truck (known as "Service Unit") with the following specification;

1. Brand new unit
2. Hydraulic flat rear bed carrier
3. 4 ton cap winch
4. Hydraulic towing fork
5. Capable of towing cars, Asian Utility Van (AUV) and Sports Utility Vehicle (SUV) with the maximum gross vehicle of 4,000kg.
6. For vehicles above 4,000kg, contractor shall provide a separate truck.

Tow trucks must be in excellent running condition, and they must be equipped with communication devices such as radio or cell phone, and all other required devices such as the ff:

1. Towing bar
2. Spare tire
3. Chain block with belt lifter
4. Jack and tire wrench
5. Fire extinguisher

6. Blinker and hazard light
7. Tool box
8. Two (2) units of reflectorized early warning device
9. Signboard to be installed at the rear of towed vehicle indicating that is being towed.

#### **D.1 REQUIRED WRECKER STANDARDS**

1. The wrecker shall contain radio communications system to enable continuous direct contract between the driver and the office of the wrecker company.
2. The wreckers shall be motor vehicles specifically designed, constructed, and equipped for the towing of vehicles and shall, at all times, be properly maintained and kept in a mechanically safe condition.
3. Each wrecker shall be manned by a driver who must meet the following qualifications:
  - A. Possess a valid driver's license.
  - B. Shall have the physical qualifications necessary to perform the normal tasks required of a tow truck driver.
  - C. The Contractor will ensure that each driver operates each wrecker in a safe and proper manner.

#### **E. VEHICLE DAMAGES**

Contractor is responsible and liable for any and all contents of the vehicle upon taking possession of the vehicle. Resolution of any dispute is a matter entirely between the Contractor and the vehicle owner(s). Contractor agrees to indemnify and hold the City of Olongapo and OTMPS Department harmless for any items allegedly missing or damage to vehicles caused by the towing and/or storage.

#### **F. TERM OF THE CONTRACT**

The life of the contract entered into between the City and the Contractor will be for a period of three (3) years. Prices during the contract period will be firm. The City shall be the sole judge of inadequacy of performance. The City reserves the right to take any or all of the following actions because of inadequate performance on the part of the Contractor:

Terminate the contract. Before the City exercises its right to terminate the contract, the City will afford the Contractor an opportunity to respond within seven (7) calendar days to allegations of inadequacy. The City Mayor or Head of the OTMPS shall be the depository of such contract termination powers. Termination is subject to the approval of the City Council. Written notification shall be given within 30 days of termination.

#### **G. VEHICLE STORAGE**

The vehicle storage shall be located at Transcon, Brgy Old Cabalan, Olongapo City. The Contractor shall be responsible for all damages to and thefts from the vehicles while they are in the storage. All vehicles shall only be towed to, and stored.

The storage shall be available to receive vehicles 24 hours per day, seven (7) days per week. The Contractor shall maintain consistent workday hours Monday through Sunday.

Those hours must be approved by the City Government of Olongapo (CGO) and be prominently posted, along with a schedule of the standard towing and storage charges. They shall be accessible to and easily seen by the general public from outside of the building. Vehicles shall be available for release during these work hours. If a vehicle is not claimed within the day of impound, storage fees shall begin to accumulate on the first day of impoundment.

Storage (located at Transcon, Brgy Old Cabalan, Olongapo City)

a. The storage site will be develop by the contractor and shall be properly maintained for cleanliness.

b. The contractor shall have a office facility to provide for a 24 hour per day, seven (7) day per week operator/attendant who shall be responsible for the security of the yard and the administration of vehicles.

2. In addition to the requirements stated above, it shall meet the following minimum requirements:

a. Screening fences or walls 6' to 8' in height shall be placed around the total perimeter of the vehicle storage area. Obscuring fences consisting of chain-link fence with plastic or metal strips shall not be permitted.

b. All towing and impounding services provided by the Contractor, including but not limited to the operation of the storage, shall be conducted so as not to create a nuisance to passing motorists and/or surrounding premises, or violate any City ordinance.

## **H. PAYMENT**

Claims and release of towed vehicle, the vehicle shall be released at the storage area located at Transcon, Brgy Od Cabalan upon payment of towing fee to company's cashier.

The contractor shall remit to CGO its share for the cost of rate accumulated for the whole month every 7<sup>th</sup> day on the succeeding month. Also, the contractor shall submit to the City for review an application for Payment filled out and signed by the contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that that the owner has received the materials and equipment free and clear of all liens, charges, security interest, and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the owner's interest therein, all of which will be satisfactory to the owner.

### **H.1 INVOICES**

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include but not be limited to the following:

1. Date of Service call
2. Location where tow originated and destination
3. Vehicle Plate number
4. Vehicle make and model
5. Driver's name and I.D. number



6. Reason for the tow such as: accident, road blockage, city vehicle, etc. Breakdown of all towing, recovery, or storage charges.

## **I. ADDITIONAL CONTRACTOR RESPONSIBILITY**

Any related costs for towing and storage not specifically described in these specifications shall be the responsibility of the Contractor.

## **J. INSTRUCTIONS AND SPECIFICATIONS**

### **TOWING & STORAGE OF VEHICLES**

#### **A. STOPPING OR PARKING**

The operator of a tow truck may stop or park such tow truck upon a highway for the purpose of rendering assistance to a disabled vehicle, when it can be done safely and in compliance with applicable laws and ordinances.

#### **B. EQUIPMENT STANDARDS**

Minimum required equipment on one (1) ton capacity (10,000 lbs. G.V.W.) tow trucks:

1. Dual rear wheels;
2. Quick start jumper cable equipment;
3. Eight (8) ton working capacity boom;
4. Four (4) ton working capacity winch;
5. 200' of 3/8" cable;
6. Boom capable of extending 5' (except flat beds);
7. 5/16" link safety chains, working capacity of 3,500 lbs.;

#### **C. TRUCK MARKINGS**

All vehicles used in the performance of this contract will be clearly and permanently marked with the Contractor's name and telephone number.

**SECTION III**  
**SAMPLE FORMS**

**Omnibus Sworn Statement**

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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 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 *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 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;

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;

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SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

*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]*.
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.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

## Bid Securing Declaration

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

### BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No. 1: *(Insert reference 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 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<sup>3</sup>, if I/we have committed any of the following actions:
  - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
  - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
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 as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid<sup>4</sup> 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'S  
AUTHORIZED REPRESENTATIVE)*  
*(Insert signatory's legal capacity)*  
Affiant

**SCRIBED 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 \_\_\_\_\_

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SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

**PROOF OF TRACK RECORD  
LIST OF SIMILAR PROJECTS**

Name & Description of Project	Location	Owner & Address	Bidder's Involvement (Owner, Operator or Manager)	Status of Project	Remarks

*Note: Please use another sheet of paper if necessary, but attach immediately after this page.*

*This should be supported with documents proving above listed projects, such as but not limited to a document showing proof of ownership, operations or management contracts.*

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Name & Signature of Representative)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

## Bid Form

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Date: \_\_\_\_\_  
 Invitation to Bid5 N°: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Terms of Reference, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[profit sharing]* *[description of the Goods]* in conformity with the said Terms of Reference for the sum of *[total Bid in words and figures]* or such other sums as may be ascertained attached herewith and made part of this Bid.

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 Currency	and	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 highest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements of the Terms of Reference.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**SECTION IV**  
**CONTRACT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT OF AGREEMENT is made and executed at the City of \_\_\_\_\_, this day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**CITY GOVERNMENT OF OLONGAPO**, a local government duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Olongapo City Hall, WBB Olongapo City, represented herein by its Mayor **ROLEN C. PAULINO**, referred to as “**CGO**”;

- and -

[**WINNING BIDDER**], a [Type of organization] and represented herein by its [Position], [**REPRESENTATIVE**], with office address at [Address], duly authorized for the purpose pursuant to the [Written Authority], and hereinafter referred to as [**“WINNING BIDDER”**].

**WITNESSETH; That**

**A. TERM OF THE CONTRACT**

The life of the contract entered into between the City and the Contractor will be for a period of three (3) years. Prices during the contract period will be firm. The City shall be the sole judge of inadequacy of performance. The City reserves the right to take any or all of the following actions because of inadequate performance on the part of the Contractor:

Terminate the contract. Before the City exercises its right to terminate the contract, the City will afford the Contractor an opportunity to respond within seven (7) calendar days to allegations of inadequacy. The City Mayor or Head of the OTMPS shall be the depository of such contract termination powers. Termination is subject to the approval of the City Council. Written notification shall be given within 30 days of termination.

**CONTRACT TERMINATION:** This contract may be terminated by either party by giving sixty (30) days notice in writing to the other party expressing intent to terminate the contract.

**PROFIT SHARING:** \_\_\_\_% Government / \_\_\_\_% Bidder

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SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE



## **B. SPECIFICATIONS**

### **1. Scope of Services:**

Contractor shall tow vehicles to their destination only under the authorization of authorized OTMPS Personnel. This contract applies to all requests made by City Government of Olongapo thru OTMPS. The Contractor shall provide towing services 24 hours per day, 7 days per week. Requests for services from the Olongapo Traffic Management & Public Safety (OTMPS) shall have priority calls for service. The Contractor must be capable of responding within twenty (20) minutes no less than 95% of the time. Inability to do so will constitute sufficient reason to dissolve the contract. In return, the Contractor shall be given first call for all towing services requested by the OTMPS unless a private citizen specifically requests the services of another provider. The City reserves the right to obtain services from other providers in cases of emergency or when the Contractor is unable to provide services as delineated in the contract. This alternate request procedure shall only apply when the health, welfare and safety of the general public is at risk.

Whenever the Contractor is responding to a situation to which the OTMPS has been called the OTMPS Officer in charge shall have supervision over the disposition of the vehicle(s) up to and including transportation of the vehicle(s) to Transcon located at Brgy Old Cabalan. The Contractor shall give full and complete cooperation to the officer(s) at the scene, including all facilities of the tow truck and its driver, unless dismissed by the officer(s).

The City Government of Olongapo reserves the right to inspect the Contractor's equipment and personnel at any time, or to take any other action necessary to determine the contractor's ability to perform. The city reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

### **1.A Vehicle Storage**

The vehicle storage shall be located at Transcon, Brgy Old Cabalan, Olongapo City. The Contractor shall be responsible for all damages to and thefts from the vehicles while they are in the storage. All vehicles shall only be towed to, and stored.

The storage shall be available to receive vehicles 24 hours per day, seven (7) days per week. The Contractor shall maintain consistent workday hours Monday through Sunday. Those hours must be approved by the City Government of Olongapo (CGO) and be prominently posted, along with a schedule of the standard towing and storage charges. They shall be accessible to and easily seen by the general public from outside of the building. Vehicles shall be available for release during these work hours. If a vehicle is not claimed within the day of impound, storage fees shall begin to accumulate on the first day of impoundment.

Storage (located at Transcon, Brgy Old Cabalan, Olongapo City)

a. The storage site will be develop by the contractor and shall be properly maintained for cleanliness.

b. The contractor shall have a office facility to provide for a 24 hour per day, seven (7) day per week operator/attendant who shall be responsible for the security of the yard and the administration of vehicles.

2. In addition to the requirements stated above, it shall meet the following minimum requirements:

a. Screening fences or walls 6' to 8' in height shall be placed around the total perimeter of the vehicle storage area. Obscuring fences consisting of chain-link fence with plastic or metal strips shall not be permitted.

b. All towing and impounding services provided by the Contractor, including but not limited to the operation of the storage, shall be conducted so as not to create a nuisance to passing motorists and/or surrounding premises, or violate any City ordinance.

## **2. Personnel:**

### **2.1 Drivers:**

Contractor shall have in its employ, or under its control, sufficient licensed, qualified and competent personnel to perform towing services at the levels specified.

The Contractor, upon a request from the City, shall allow access to all driver qualification.

### **2.2 Performance:**

Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. CGO reserves the right to require the Contractor to reassign any employee the OTMPS deems incompetent, careless, insubordinate, or otherwise objectionable to work with under the contract. Contractor's employees must follow OTMPS Policies and Procedures and guidelines while performing work under the contract.

In order to avoid delays, no less than two trucks/operators shall be on duty and available between the hours of 7:00 a.m. and 2:00 a.m. Between 2:00 a.m. and 7:00 a.m., at least one operator shall be on duty with at least one other on call and available within twenty (20) minutes.

The Contractor's employees shall act courteously, responsively and responsibly towards the rightful owner or agent of each vehicle towed, stored, and/or impounded at the direction of the City. The Contractor's employees shall cooperate with the OTMPS in handling, inventory and recording of criminal evidence and personal property when requested. When requested to do so, the employees shall communicate to the OTMPS information regarding any and all vehicles towed, stored or impounded by the department. The Contractor's employees shall ensure that no part is removed from any vehicle towed.

The Contractor shall be responsible for staffing each tow truck under their care and custody (including owned, leased, rented or sub-contracted) with a driver who shall:

- Not have a history of substance abuse;
- Be free of any disabilities which would preclude performing the required tasks;
- Be trained in the proper handling of vehicles so as not to cause undue damage;
- Be licensed to carry out the required tasks.

Tow Truck crew or personnel must:

1. Wear Identification cards of their company, prescribed uniforms.
2. Must submit the performance record of the company to ensure that it has sufficient skills to provide towing services.

### 3. Equipment

The Contractor shall provide and maintain equipment as outlined below:

Minimum Number	Type of Vehicle
1	One ton rated tow truck

#### 3.1 Required Wrecker Standard

1. The wrecker shall contain radio communications system to enable continuous direct contract between the driver and the office of the wrecker company.
2. The wreckers shall be motor vehicles specifically designed, constructed, and equipped for the towing of vehicles and shall, at all time, be properly maintained and kept in a mechanically safe condition.
3. Each wrecker shall be manned by a driver who must meet the following qualifications:
  - A. Possess a valid driver's license.
  - B. Shall have the physical qualifications necessary to perform the normal tasks required of a tow truck driver.
  - C. The Contractor will ensure that each driver operates each wrecker in a safe and proper manner.

Tow trucks must be in excellent running condition, and they must be equipped with raoids and/or cell phone, and all other required devices such as the ff:

1. Towing bar
2. Spare tire
3. Chain block with belt lifter
4. Jack and tire wrench
5. Fire extinguisher
6. Blinker and hazard light
7. Tool box
8. Two (2) units of reflectorized early warning device
9. Signboard to be installed at the rear of towed vehicle indicating that is being towed.

#### 4. Business Operating Permits and Licenses:

Contractor must also adhere to all City of Olongapo ordinances, including but not limited to those concerning the operation of motor vehicles and business licensing requirements.

#### 5. Vehicle Damages:

Contractor is responsible and liable for any and all contents of the vehicle upon taking possession of the vehicle. Resolution of any dispute is a matter entirely between the Contractor and the vehicle owner(s). Contractor agrees to indemnify and hold the City of Olongapo and OTMPS harmless for any items allegedly missing or damage to vehicles caused by the towing and/or storage

#### 6. Liability Insurance Coverage:

##### Indemnification:

Contractor shall indemnify and hold the City of Olongapo and OTMPS officers and employees harmless from and shall process and defend at its own expense all claims,

demands, or suits at law or equity arising in whole or in part from the Contractor's negligence or breach of any of its obligations while performing these services.

### **C. PAYMENT**

On the 25<sup>th</sup> of each month, the contractor shall submit to the City for review an application for Payment filled out and signed by the contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that that the owner has received the materials and equipment free and clear of all liens, charges, security interest, and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the owner's interest therein, all of which will be satisfactory to the owner.

#### **1. Invoices**

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basis information contained in the invoice shall include but not be limited to the following:

1. Date of Service call
2. Location where tow originated and destination
3. Vehicle Plate number
4. Vehicle make and model
5. Driver's name and I.D. number
6. Reason for the tow such as: accident, road blockage, city vehicle, etc. Breakdown of all towing, recovery, or storage charges.

### **D. ADDITIONAL CONTRACTOR RESPONSIBILITY**

Any related costs for towing and storage not specifically described in these specifications shall be the responsibility of the Contractor.

### **E. SUSPENSION**

Should at any time during the term of this contract, including any option terms, the Contractor is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

**IN WITNESS WHEREOF**, parties herein affixed their signatures on the date and place above written.

**(Name of CGO Representative)**  
CGO

**(Name of Bidder)**  
Bidder

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SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

Signed in the presence of:

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
\_\_\_\_\_ ) S.S

BEFORE ME, personally appeared:

Name	CTC Number	Date/Place Issued
(Name of Lessor)	_____	_____
(Name of Lessee)	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of \_\_\_\_ page/s, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Notary Public

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE