

**BID FORM**

DATE:

BPI Family Savings Bank, Inc.  
 STRATEGIC ASSET MANAGEMENT AND SALES (SAMS)  
 G/F BPI Buendia Center  
 No. 360 Sen. Gil Puyat Avenue, Makati City

Gentlemen:

I/We offer to buy the Auto Lot Sale No. \_\_\_\_\_ [ ] Luzon [ ] Visayas [ ] Mindanao

on an "AS IS-WHERE IS" basis, for PESOS: \_\_\_\_\_

\_\_\_\_\_ (P\_\_\_\_\_).

Mode of Payment : [ ] BPI/BFSB Manager's Check [ ] Other Bank's Manager's Check

In making this bid, I/we hereby adhere to the following terms and conditions and Bid Terms of Reference:

**A. GENERAL TERMS AND CONDITIONS**

A.1 I/We accept that **BPI Family Savings Bank (BFSB) / Bank of the Philippine Islands (BPI)/ BPI Rental Corporation (BRC)** makes neither a commitment nor a guaranty to approve/accept this bid or any bid. This bid is understood to be subject to the final approval of **BFSB/BPI/BRC** appropriate approving committees.

A.1.1 Once all bids have been received and the highest and valid bid is selected, formal notifications will be sent, via electronic mail ("email") or courier, to all bidders. The highest and valid bid will then be referred to the **BFSB/BPI/BRC** approving committees for final approval and confirmation.

A.1.2 In case my/our bid is approved, a Letter Advice ( "LA") signed by a **BFSB/BPI/BRC** duly authorized representative containing such other requirements and terms for the sale shall be sent to me/us through courier or registered mail. It is agreed and understood that the receipt by **BFSB/BPI/BRC** of the proof of delivery of the LA to the mailing address specified in my bid constitutes delivery to me/us of the LA.

A.2. I/We hereby acknowledge and conform to the following representations and warranties of **BFSB / BPI/BRC** in connection with this sale:

A.2.1 that **BFSB/BPI/BRC** is the owner of the car units included in Auto Lot Sale No. \_\_\_\_\_;

A.2.2 that **BFSB/BPI/BRC** does not give or is not deemed to have given any other representations or warranties to me/us as regards the car units any provisions of law to the contrary notwithstanding, and

A.3. I/We hereby confirm and acknowledge the following with respect to the car units:

A.3.1 That the car units are sold hereby on an “AS IS-WHERE IS” basis and no liability in any nature or form shall lie against **BFSB/BPI/BRC**.

A.3.2 I/We have made reasonable examination and inspection as may be necessary of the car units and are satisfied therewith in all respects.

A.4 I/We fully understand that selected highest bid is subject to approval by **BFSB’s/BPI’s/BRC’s** approving Committee and that it is the sole prerogative of **BFSB/BPI/BRC** to approve or reject a bid. In the event of disapproval, **BFSB/BPI/BRC** has no obligation to provide the reason for such decision, and it reserves the right, at its sole discretion, to cancel the bid, to sell the car units-to third persons (or otherwise) and/or to do such act or thing as it deems appropriate with respect to the car units . I/We hereby agree to hold **BFSB/BPI/BRC**, their respective directors, officers, employees, representatives and agents, free and harmless from any and all liability or damages or costs arising from or in connection with, the exercise by **BFSB/BPI/BRC** of its rights and/or prerogatives under this Section.

A.5 I/We hereby agree to abide by such other terms and conditions as may be laid down by **BFSB/BPI/BRC** from time to time including any amendments thereto and any other notices and announcements issued or printed by **BFSB/BPI/BRC**.

## **B. TERMS OF PAYMENT, DOCUMENTATION AND TURNOVER OF THE CAR UNITS**

B.1. I/We shall pay the full purchase price of the approved Bid in Manager’s Check including notarial fees **within** two (2) business days **from date of LA**.

The Deed of Absolute Sale shall be executed only upon full payment (cleared checks) of the approved Bid/Purchase Price and compliance with the requirements and conditions of the sale as indicated in the LA.

### **B.2 Release of Car Units**

#### **B.2.1 Car Units at Buena Mano Auto Best Buys (BMABB) Chino Roces**

I/We hereby agree that release of the car units shall be scheduled three (3) business days after the clearing of the check received as full payment of the Purchase Price and issuance of the necessary gate pass.

#### **B.2.2 Car Units at BMABBs in the Provincial Areas**

I/We hereby agree that release of the car units shall be scheduled five (5) business days after the clearing of the check received as full payment of the Purchase Price and issuance of the necessary gate pass .

B.2.3 Any and all liabilities arising from the use of the car units after its delivery in my/our possession shall be our sole responsibility and I /we shall render **BFSB/BPI/BRC** free and harmless from liabilities,

and expenses (including litigation expenses) which **BFSB/BPI/BRC** may incur as a result of my/our or my/our agents' use of the car units.

B.2.4. I/We fully agree to completely pull-out all vehicles that I/we have purchased within two (2) weeks from date of payment otherwise I/we will be charged storage fee of P1,500.00 per vehicle per day reckoned from date of payment until date of actual pull-out of the vehicles.

### C. TAXES/EXPENSES AND TRANSFER OF TITLE/OWNERSHIP

C.1 I/We agree to handle the transfer of ownership and to shoulder all transfer-related taxes and expenses including all expenses for the preparation and execution of the Deed of Absolute Sale such as notarial fee, registration fees and cancellation fees for the Chattel mortgage, if any;

C.2 I/We acknowledge that BFSB shall furnish us the executed Deed of Absolute Sale, Release of Chattel Mortgage, if any, and the original Official Receipts and Certificates of Registration;

C.3 I/We am/are not allowed to assign my/our rights as winning bidder for the purchase of the car units to another party.

C.4 I/We undertake to process the transfer of the units in my/our name immediately after receipt from the **BFSB/BPI/BRC** of the Deed of Absolute Sale.

### D. BID TERMS OF REFERENCE

#### 1. Definition of Terms

**Highest Bid** is the highest amount of offer received by **BFSB/BPI/BRC** for the purchase of the car units.

**Valid Bid** – a bid is considered valid if the same is submitted together with the required documents including (i) the Bid Form, (ii) Buyer's Information Sheet ("BIS"), (iii) Related Party Transaction Form, (iv) one (1) valid government-issued ID, (v) photocopies of the DTI Certificate for sole proprietorship, and for corporation/partnership - SEC Registration and Secretary's Certificate/Partner's Certificate for the authorized signatory/ies / representative/s to negotiate and sign the documents relative to the Bid Form for the said buyer/corporation, (vi) latest proof of capacity to purchase and such other document as may be required by **BFSB/BPI/BRC** duly accomplished and signed by the buyer is validly tendered/submitted.

2. No bid below the minimum bid price shall be accepted.

3. The sale is subject to the terms and conditions specified under Sections A to C above.

#### 4. Specific Requirements for Bidders

The duly filled out and signed Bid Form must be accompanied by the duly accomplished and signed Buyer's Information Sheet and Related Party Transaction Forms (please see attached forms), one (1) valid government-issued ID and, if applicable, DTI Certificate (for sole proprietorship) or SEC Registration (corporation and partnership) and Secretary's Certificate/Partner's Certificate.

5. All bids will be accepted on December 5, 2018 to December 7, 2018 during business hours and on December 10, 2018 from 8:30 am to 12:00 noon at BMABB Chino Roces Avenue. Extension, Makati City and the provincial offices in Luzon, Visayas and Mindanao.
6. Selection of the highest valid bid (from Lot 1 onwards) shall be in the presence of a BPI auditor and if present the Bidders or their authorized representatives. A bidder can win a maximum of 6 lots only.
7. In case of a declaration of non-working holiday or due to any fortuitous event, the holding of the bid shall be cancelled. The acceptance/selection of the bids shall then be moved to the next banking day (same time and venue).
8. Immediately after all bids are opened, the highest Valid Bid will be recommended by **BFSB/BPI/BRC** to its appropriate approving committees for final approval.
  - a) Highest bidder will be asked, either thru phone, email, or text message to submit photocopy/ies of his/her/its latest Bank statement with substantial balance, acceptable proof of business and lease contracts, among others.
  - b) Failure to submit the required documents within the required period as advised will result in the automatic disqualification of the Highest Bidder. In the event of such disqualification, **BFSB/BPI/BRC** shall have the right to observe Section 12 and 13 hereof.
9. In case of a tie, the following steps shall be considered:
  - a) A private bidding shall be conducted the next banking day (December 11,2018) with the highest offer as the minimum bid price.
  - b) Buyers who tied for the highest valid bid shall fill out and sign a new Bid Form and submit it the next banking day, until exactly 10:00 am (Philippine Standard Time) at SAMS' office at the G/F BPI Buendia Center No. 360 Sen. Gil Puyat Avenue, Makati
  - c) The selection of the highest valid bid shall be in the presence of a BPI auditor and the bidders. The highest valid bid will be declared the winner and shall be recommended to **BFSB/BPI/BRC** appropriate approving committee.
10. **BFSB/BPI/BRC** reserves the right to withdraw the subject car units at any time before the deadline of submission of bids.
11. **BFSB/BPI/BRC** reserves the right (a) to reject any and all offers at its sole discretion, (b) waive any defects or non-compliance with formal requirements on the offers received, and (c) accept the offer most advantageous to **BFB/BPI/BRC**. **BFB/BPI/BRC** however does not guarantee that any award shall be made. The decision of **BFB/ BPI/BRC** as regards these matters is final, conclusive and binding on all parties.
12. The selection of the highest bid is subject to approval by **BFSB/BPI/BRC** approving committee and that it is the sole prerogative of **BFSB/BPI/BRC** to approve or reject a bid. In the event of disapproval, **BFSB/BPI/BRC** has no obligation to provide the reason for such decision, and **BFSB/BPI/BRC** reserves the right, at its sole discretion, to cancel the bid, to sell the car units to third persons (or otherwise) and/or to do such act or

thing as it deems appropriate with respect to the car units. **BFSB/ BPI/BRC**, their respective directors, officers, employees, representatives and agents, shall be free and harmless from any and all liability or damages or costs arising from or in connection with, the exercise by **BFSB/BPI/BRC** of its rights and/or prerogatives under these guidelines.

13. **BFSB/BPI/BRC** decision as regards this bid shall be final and binding to all parties.

I/We have read the terms and conditions stated herein and I/we fully understand and agree with them.

Very truly yours,

\_\_\_\_\_  
(Printed Name and Signature of Buyer)

\_\_\_\_\_  
(Address of Buyer's Office/Residence)

\_\_\_\_\_  
(Contact Number/s of Buyer)

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