



**INVITATION FOR NEGOTIATION  
 (NEGOTIATED PROCUREMENT: TWO FAILED BIDDINGS)  
 OF  
 SUPPLY AND DELIVERY OF BRAND-NEW VEHICLES FOR  
 GCG'S REFLEETING PROGRAM**

*(Pursuant to Section 53.1 of the Revised Implementing Rules and Regulations of R.A. No. 9184 – Negotiated Procurement: Two Failed Biddings)*

1. In view of two (2) failed biddings, the **GOVERNANCE COMMISSION FOR GOCCs (GCG)** invites capable suppliers to participate in the negotiation for the Procurement of Supply and Delivery of Brand-New Vehicles for GCG's Refleeting Program (P.R. No. 23-0036).
2. The **GCG**, through the General Appropriations Act of 2023, intends to apply the sum of **Five Million Eight Hundred Ten Thousand Pesos Only (₱5,810,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the abovementioned procurement. Proposals received in excess of the ABC shall be automatically rejected at the opening of the financial proposals. The GCG invites PhilGEPS registered suppliers to bid any of the following items:

Lot No.	Qty	UOM	Item/Description	Approved Budget for the Contract
2	2	Units	<b>Sports Utility Vehicle (SUV 4x2) (A/T)</b> <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i>	₱ 2,040,000.00 per unit or a total of ₱ 4,080,000.00
3	1	Unit	<b>Passenger Van (M/T)</b> <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 1,730,000.00

3. Pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. No. 9184, we invite legally, technically and financially capable suppliers to negotiate for the project through the Negotiation Conference to be held on **22 January 2024 at 10:00AM** at **3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226** and/or through video conferencing or webcasting via Microsoft Teams which shall be open to prospective suppliers. Prospective bidders that intend to participate through video conferencing may confirm their attendance by sending their email address to [procurement@gcg.gov.ph](mailto:procurement@gcg.gov.ph) to receive the meeting invitation.
4. Negotiation is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock



belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

5. Following the completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in the checklist of requirements hereof must be duly received by the BAC Secretariat on or before **29 January 2024 at 10:00AM**, at **3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226**. Late submissions shall not be accepted.
6. The **GCG** reserves the right to reject any and all proposals, declare a failure of negotiation or procurement, or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. No. 9184 and its Revised IRR, without thereby incurring any liability to the affected bidder or bidders.
7. For further information, please refer to:

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**CHRISTIAN PAUL N. PINOTE**  
*Chief Administrative Officer*  
Procurement Management Division  
**GOVERNANCE COMMISSION FOR GOCCs**  
3/F, BDO Towers Paseo, 8741 Paseo de Roxas,  
Makati City, Philippines 1226  
Tel. No. (632) 5328 2030 / 5318 1000  
Fax No. (632) 5328 2030 / 5318 1000  
[www.gcg.gov.ph](http://www.gcg.gov.ph)

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**15 January 2024**

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**EXEC. DIR. JOHANN CARLOS S. BARCENA, CESO III**  
*BAC Chairperson*

**TERMS OF REFERENCE**  
**SUPPLY AND DELIVERY OF BRAND NEW VEHICLES FOR**  
**GCG'S REFLEETING PROGRAM**

ITEM	SPECIFICATION																
<b>I. Brief Description</b>	Supply and delivery of three (3) units of brand-new vehicles to provide for the transportation service requirements of the Officials and personnel of Governance Commission for GOCCs (GCG).																
<b>II. Budget Requirements</b>	<p>The Approved Budget for the Contract (ABC) is inclusive of VAT and other taxes and related expenses amounting to <b>Five Million Eight Hundred Ten Thousand Pesos Only (₱5,810,000.00)</b>, broken down into 2 lots, as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">ITEM DESCRIPTION</th> <th style="text-align: center;">QTY</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2</td> <td><b>Sports Utility Vehicle (SUV 4x2) (A/T)</b> <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i></td> <td style="text-align: center;">2</td> <td style="text-align: right;">₱ 2,040,000.00 per unit or a total of ₱ 4,080,000.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td><b>Passenger Van (M/T)</b> <i>Diesel Engine with Displacement not exceeding 3,000 cc</i></td> <td style="text-align: center;">1</td> <td style="text-align: right;">₱ 1,730,000.00</td> </tr> <tr> <td></td> <td style="text-align: center;">TOTAL</td> <td></td> <td style="text-align: right;"><b>₱ 5,810,000.00</b></td> </tr> </tbody> </table>	LOT NO.	ITEM DESCRIPTION	QTY	ABC	2	<b>Sports Utility Vehicle (SUV 4x2) (A/T)</b> <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i>	2	₱ 2,040,000.00 per unit or a total of ₱ 4,080,000.00	3	<b>Passenger Van (M/T)</b> <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	1	₱ 1,730,000.00		TOTAL		<b>₱ 5,810,000.00</b>
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3	<b>Passenger Van (M/T)</b> <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	1	₱ 1,730,000.00														
	TOTAL		<b>₱ 5,810,000.00</b>														
<b>III. Form of Quotation</b>	<p>3.1. Bidders may participate in one or more lots stated above.</p> <p>Bidders must submit a single Technical Component Envelope.</p> <p>Participating bidders to more than one (1) lot shall submit separate Financial Component Envelopes for each lot to be bid on. The Financial Component Envelopes shall be properly marked with the particular lot number to be bid on.</p> <p>3.2. Bidder/s must state the specific model variant and attach a brochure of the vehicle/s for the lot/s it is intending to bid. The brochure must clearly contain the particular specifications of the vehicle/s the bidder/s is/are tendering/ offering to bid for the corresponding lot/s.</p> <p>3.3. Bidder's/ Supplier's quotation/s for each Lot shall be inclusive of all costs and applicable taxes, LTO registrations, and other incidental expenses, including, but not limited to notarial expenses, <b>EXCLUDING</b> comprehensive insurance/s.</p>																

3.4. Quotations shall be valid for sixty (60) calendar days from receipt by the BAC secretariat.

3.5. Bidders must be able to deliver the vehicles in the GCG office.

**IV. Performance Security**

4.1. To guarantee the faithful performance of its obligations under the contract in accordance with the Terms and Reference, the winning supplier shall post a performance security or bond within ten (10) calendar days upon or after receipt of the Notice of Award.

4.2. Performance security must be in an amount not less than the required percentage of the total contract price in accordance with the schedule:

Lot No.	Item/ Description	Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (5%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (30%)
2	<b>Sports Utility Vehicle (SUV 4x2) (A/T)</b> <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i>	₱ 204,000.00	₱ 1,224,000.00
3	<b>Passenger Van (M/T)</b> <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 86,500.00	₱ 519,000.00

4.3. The performance security shall be denominated in Philippine Pesos and posted in favor of GCG, which shall be forfeited in the event it is established that the winning supplier is in default in any of its obligations under the terms and condition of the Purchase Order (PO).

4.4. The performance security shall remain valid until issuance of the Certificate of Final Acceptance by the GCG.

4.5. The performance security may be released by the GCG after the issuance of Certificate of Final Acceptance, subject to the following conditions: (a) GCG has no claims filed against the winning supplier; (b) It has no claims for labor and materials filed against the contractor; and (c) other terms and condition of the PO.

<p><b>V. Delivery Period</b></p>	<p>Delivery period shall be within forty-five (45) calendar days from the receipt of PO. However, the winning bidder may request for an extension of delivery period, not later than ten (10) calendar days before the deadline, subject to the approval of the GCG. Non-delivery of the unit/s within the delivery period shall cause the automatic termination of the PO.</p>
<p><b>VI. Payment Terms</b></p>	<p>6.1. No (advance) payment shall be made for suppliers and materials not yet delivered or services not yet rendered.</p> <p>6.2. The supplier's request for payment shall be made in writing, accompanied by a Delivery Receipt and/or Sales Invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant, and upon fulfillment of other obligations stipulated in this Terms of Reference.</p> <p>6.3. GCG shall be given twenty (20) working days upon submission of complete billing documents for payment processing.</p> <p>6.4. The currency in which payment is to be made shall be in Philippine Pesos.</p>
<p><b>VII. Warranty</b></p>	<p>7.1. The supplier warrants that the goods supplied are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and material. The supplier also warrants that all goods supplied shall have no patent or latent defect, arising from design, materials, workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. The supplier further warrants that the goods supplied is fit for the use for which it was intended.</p> <p>7.2. The obligation for the warranty shall be covered by a warranty security in the form of retention money in an amount equivalent to one percent (1%) of every progress payment, or total contract price in case of one-time payment, as applicable.</p> <p>7.3. The warranty security shall only be released after the lapse of the warranty period provided by the supplier.</p> <p>7.4. After the lapse of the period, and upon request by the supplier, the GCG shall release the warranty security, provided, that the goods supplied are free from patent and latent defects and all conditions imposed under the Terms of Reference have been fully met.</p> <p>7.5. The GCG shall promptly notify the supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the supplier shall, within seven days (7) and with all reasonable speed, repair, or replace the defective goods or parts thereof, without costs to the GCG. If the</p>

supplier, having been notified, fails to remedy the defects within the period specified in the contract, the GCG may proceed to call upon the performance security, without prejudice to any other rights which it may have against the supplier under this Terms of Reference and under the applicable law.

**VIII. Other Requirements/ Conditions**

8.1. Requirement for submission of product brochures/conduct of product demonstration upon prior notice (to be submitted during post-qualification).

8.2. Suppletory application of the Civil Code and the Procurement Law: In the absence of express provision in these Terms of Reference, the mandatory provisions of the New Civil Code and the Government Procurement Reform Act shall have suppletory application in the contract between the GCG and the winning bidder/supplier.

8.3. The PO, together with the Purchase Request, these Terms of Reference, Supplier’s Quotation, and Notice of Award, shall constitute the Agreement between the GCG and the winning bidder/supplier to which the contract will be awarded.

**LOT 2 – Sports Utility Vehicle (SUV 4x2)**

Year Model	at least 2023 Year Model
Engine	Turbo-Charged Diesel Engine
Seating Capacity	At Least 7-Seater (including driver)
Transmission	6-7 Speed A/T (4x2)
Fuel Type	Diesel
Displacement	Minimum range of 2,000 cc, but not more than 2,500 cc
Overall Dimensions (mm)	At Least 4,700 x 1,800 x 1,800 mm (LxWxH)
Wheelbase (mm)	At Least 2,700 mm
Fuel Capacity (L)	At Least 70 liters
Aircon System	Dual Zone – Manual or Automatic Control
Brake System	Ventilated Discs (Front)/Drums or Ventilated Discs (Rear)
Airbags	Manufacturer’s standard
Anti-Lock Brake System	Provided: With Electronic Brakeforce Distribution (EBD) and Brake Assist (BA)
Warranty:	Three (3) years or 100,000 kms., whichever comes first, including materials used,

**IX. Technical Specifications**

labor/workmanship, and roadworthiness. Free labor charge on 1000-km and 5000-km periodic maintenance checkups or up to six (6) months, whichever comes first

**LOT 3 – Passenger Van**

Year Model	at least 2023 Year Model
Engine	at least 2.5 Liter 4 In-Line DOHC 16-Valve Turbocharged
Seating Capacity	At Least 15-Seater (inclusive of Driver)
Transmission	5-Speed Manual Transmission
Fuel Type	Diesel
Displacement	Not more than 3,000 cc
Overall Dimensions (mm)	At Least 4,500 x 1,600 x 1,900 mm (LxWxH)
Wheelbase (mm)	At Least 2,555 mm
Fuel Capacity (L)	At Least 60 liters
Aircon System	Dual Type A/C
Brake System	(F) Ventilated Discs/ (R) Leading and Trailing Drums
Airbags	Manufacturer's standard
Anti-Lock Brake System	Provided
Warranty:	Three (3) years or 100,000 kms., whichever comes first, including materials used, labor/workmanship, and roadworthiness. Free labor charge on 1000-km and 5000-km periodic maintenance checkups or up to six (6) months, whichever comes first

**CHECKLIST OF REQUIREMENTS FOR  
SUPPLY AND DELIVERY OF BRAND-NEW VEHICLES FOR GCG'S  
REFLEETING PROGRAM**

<b>CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS</b>	
<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
	(i) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
	(ii) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <b>and</b>
	(iii) Original duly signed Omnibus Sworn Statement (OSS); <b>and</b> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Financial Documents</u>	
<b>LOT 2 – Sports Utility Vehicle (SUV 4x2)</b>	
	(a.2) Original of duly signed and accomplished Financial Bid Form; <b>and</b>
	(b.2) Original of duly signed and accomplished Price Schedule(s).
	(c.2) Bid is $\leq$ ₱ 4,080,000.00 (ABC), <b>Bid Amount: <u>₱0.00</u></b>
<b>LOT 3 – Passenger Van</b>	
	(a.3) Original of duly signed and accomplished Financial Bid Form; <b>and</b>
	(b.3) Original of duly signed and accomplished Price Schedule(s).
	(c.3) Bid is $\leq$ ₱ 1,730,000.00 (ABC), <b>Bid Amount: <u>₱0.00</u></b>



**Omnibus Sworn Statement (Revised)**  
***[shall be submitted with the Bid]***

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

**AFFIDAVIT**

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

1. *[Select one, delete the other:]*  
*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];  
*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];
2. *[Select one, delete the other:]*  
*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;  
*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];
3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*  
*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;  
*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

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

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

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**BID FORM**

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

Supply and Delivery of Brand-New Vehicles for  
GCG's Refleeting Program (P.R. No. 23-0036)  
Lot No. \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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

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

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

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

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

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

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

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

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Supply and Delivery of Brand-New Vehicles for  
 GCG's Refleeting Program (P.R. No. 23-0036)  
 Lot No. \_\_\_\_\_

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

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

Legal Capacity: \_\_\_\_\_

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

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

## Conformity with the Technical Specifications

Item	Technical Specification	Statement of Compliance  <i>“Comply” or “Not Comply”</i>
<b>FORM OF QUOTATION</b>		
1.1	<p>Bidders may participate in one or more lots stated above. Bidders must submit a single Technical Component Envelope.</p> <p>Participating bidders to more than one (1) lot shall submit separate Financial Component Envelopes for each lot to be bid on. The Financial Component Envelopes shall be properly marked with the particular lot number to be bid on.</p>	
1.2	Bidder/s must state the specific model variant and attach a brochure of the vehicle/s for the lot/s it is intending to bid. The brochure must clearly contain the particular specifications of the vehicle/s the bidder/s is/are tendering/ offering to bid for the corresponding lot/s.	
1.3	Bidder's/ Supplier's quotation/s for each Lot shall be inclusive of all costs and applicable taxes, LTO registrations, and other incidental expenses, including, but not limited to notarial expenses, <b>EXCLUDING</b> comprehensive insurance/s.	
1.4	Quotations shall be valid for sixty (60) calendar days from receipt by the BAC secretariat	
1.5	Bidders must be able to deliver the vehicles in the GCG office.	
<b>PERFORMANCE SECURITY</b>		
2.1	To guarantee the faithful performance of its obligations under the contract in accordance with the Terms and Reference, the winning supplier shall post a performance security or bond within ten (10) calendar days upon or after receipt of the Notice of Award.	

2.2	<p>Performance security must be in an amount not less than the required percentage of the total contract price in accordance with the schedule:</p> <table border="1" data-bbox="432 349 1137 1379"> <thead> <tr> <th data-bbox="432 349 512 824">Lot No.</th> <th data-bbox="512 349 759 824">Item/ Description</th> <th data-bbox="759 349 948 824">Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (5%)</th> <th data-bbox="948 349 1137 824">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (30%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 824 512 1155">2</td> <td data-bbox="512 824 759 1155"> <b>Sports Utility Vehicle (SUV 4x2) (A/T)</b>  <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i> </td> <td data-bbox="759 824 948 1155">₱ 204,000.00</td> <td data-bbox="948 824 1137 1155">₱ 1,224,000.00</td> </tr> <tr> <td data-bbox="432 1155 512 1379">3</td> <td data-bbox="512 1155 759 1379"> <b>Passenger Van (M/T)</b>  <i>Diesel Engine with Displacement not exceeding 3,000 cc</i> </td> <td data-bbox="759 1155 948 1379">₱ 86,500.00</td> <td data-bbox="948 1155 1137 1379">₱ 519,000.00</td> </tr> </tbody> </table>	Lot No.	Item/ Description	Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (5%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (30%)	2	<b>Sports Utility Vehicle (SUV 4x2) (A/T)</b> <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i>	₱ 204,000.00	₱ 1,224,000.00	3	<b>Passenger Van (M/T)</b> <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 86,500.00	₱ 519,000.00	
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2.3	<p>The performance security shall be denominated in Philippine Pesos and posted in favor of GCG, which shall be forfeited in the event it is established that the winning supplier is in default in any of its obligations under the terms and condition of the Purchase Order (PO).</p>													
2.4	<p>The performance security shall remain valid until issuance of the Certificate of Final Acceptance by the GCG.</p>													
2.5	<p>The performance security may be released by the GCG after the issuance of Certificate of Final Acceptance, subject to the following conditions: (a) GCG has no claims filed against the winning supplier; (b) It has no claims for labor and materials filed against the contractor; and (c) other terms and condition of the PO.</p>													

<b>DELIVERY PERIOD</b>		
3.1	Delivery period shall be within forty-five (45) calendar days from the receipt of PO. However, the winning bidder may request for an extension of delivery period, not later than ten (10) calendar days before the deadline, subject to the approval of the GCG. Non-delivery of the unit/s within the delivery period shall cause the automatic termination of the PO.	
<b>PAYMENT TERMS</b>		
4.1	No (advance) payment shall be made for suppliers and materials not yet delivered or services not yet rendered.	
4.2	The supplier's request for payment shall be made in writing, accompanied by a Delivery Receipt and/or Sales Invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant, and upon fulfillment of other obligations stipulated in this Terms of Reference.	
4.3	GCG shall be given twenty (20) working days upon submission of complete billing documents for payment processing.	
4.4	The currency in which payment is to be made shall be in Philippine Pesos.	
<b>WARRANTY</b>		
5.1	The supplier warrants that the goods supplied are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and material. The supplier also warrants that all goods supplied shall have no patent or latent defect, arising from design, materials, or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. The supplier further warrants that the goods supplied is fit for the use for which it was intended.	
5.2	The obligation for the warranty shall be covered by a warranty security in the form of retention money in an amount equivalent to one percent (1%) of every progress payment, or total contract price in case of one-time payment.	



5.3	The warranty security shall only be released after the lapse of the warranty period provided by the supplier.	
5.4	After the lapse of the period, and upon request by the supplier, the GCG shall release the warranty security, Provided, that the goods supplied are free from patent and latent defects and all conditions imposed under the Terms of Reference have been fully met.	
5.5	The GCG shall promptly notify the supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the supplier shall, within seven days (7) and with all reasonable speed, repair, or replace the defective goods or parts thereof, without costs to the GCG. If the supplier, having been notified, fails to remedy the defects within the period specified in the contract, the GCG may proceed to call upon the performance security, without prejudice to any other rights which it may have against the supplier under this Terms of Reference and under the applicable law.	
<b>OTHER REQUIREMENTS/CONDITIONS</b>		
6.1	Requirement for submission of product brochures/ conduct of product demonstration upon prior notice (to be submitted during post-qualification)	
6.2	Supplementary application of the Civil Code and the Procurement Law: In the absence of express provision in these Terms of Reference, the mandatory provisions of the New Civil Code and the Government Procurement Reform Act shall have supplementary application in the contract between the GCG and the winning bidder/supplier.	
6.3	The Purchase Order, together with the Purchase Request, these Terms of Reference, Supplier's Quotation, and Notice of Award, shall constitute the Agreement between the GCG and the winning bidder/supplier to which the contract will be awarded.	

**TECHNICAL SPECIFICATIONS**

**LOT NO. 2** : **Sports Utility Vehicle (SUV 4x2)**

**QUANTITY** : **2 Units**

**APPROVED BUDGET FOR THE CONTRACT** : **₱ 2,040,000.00 per unit or a total of ₱ 4,080,000.00**

**PLEASE MARK [X] ON INTENT BIDDING FOR THE LOT:**           
**NOT BIDDING FOR THE LOT:**                   

Item	Technical Specification	Statement of Compliance  <i>“Comply” or “Not Comply”</i>
1.1	<b>Year Model:</b> at least 2023 Year Model	
1.2	<b>Engine:</b> Turbo-Charged Diesel Engine	
1.3	<b>Seating Capacity:</b> At least 7-Seater (Inclusive of Driver)	
1.4	<b>Transmission:</b> 6-7 Speed A/T (4x2)	
1.5	<b>Fuel Type:</b> Diesel	
1.6	<b>Displacement:</b> Minimum range of 2,000 cc, but not more than 2,500 cc	
<b>MINIMUM REQUIREMENTS</b>		
1.7	<b>Overall Dimensions (mm):</b>	

	At least 4,700 x 1,800 x 1,800 mm (LxWxH)	
1.8	<b>Wheelbase:</b> At least 2,700 mm	
1.9	<b>Fuel Capacity (L):</b> At least 70 liters	
1.10	<b>Aircon System:</b> Dual Zone – Manual or Automatic Control	
1.11	<b>Brake System:</b> Ventilated Discs (Front)/Drums or Ventilated Discs (Rear)	
1.12	<b>Airbags:</b> Manufacturer's standard	
1.13	<b>Anti-Lock Brake System:</b> Provided: With Electronic Brakeforce Distribution (EBD) and Brake Assist (BA)	
1.14	<b>Warranty:</b> Three (3) years or 100,000 kms., whichever comes first, including materials used, labor/workmanship, and roadworthiness. Free labor charge on 1000-km and 5000-km periodic maintenance checkups or up to six (6) months, whichever comes first.	

**TECHNICAL SPECIFICATIONS**

**LOT NO. 3** : **Passenger Van**

**QUANTITY** : **1 Unit**

**APPROVED BUDGET FOR THE CONTRACT** : **₱ 1,730,000.00**

**PLEASE MARK [X] ON INTENT**

**BIDDING FOR THE LOT:** [ ]

**NOT BIDDING FOR THE LOT:** [ ]

<b>Item</b>	<b>Technical Specification</b>	<b>Statement of Compliance</b> <i>“Comply” or “Not Comply”</i>
1.1	<b>Year Model:</b> at least 2023 Year Model	
1.2	<b>Engine:</b> at least 2.5 Liter 4 In-Line DOHC 16-Valve Turbocharged	
1.3	<b>Seating Capacity:</b> At least 15-Seater (Inclusive of Driver)	
1.4	<b>Transmission:</b> 5-Speed Manual Transmission	
1.5	<b>Fuel Type:</b> Diesel	
1.6	<b>Displacement:</b> Not more than 3,000 cc	
<b>MINIMUM REQUIREMENTS</b>		
1.7	<b>Overall Dimensions (mm):</b> At least 4,500 x 1,600 x 1,900 mm (LxWxH)	

1.8	<b>Wheelbase:</b> At least 2,555 mm	
1.9	<b>Fuel Capacity (L):</b> At least 60 liters	
1.10	<b>Aircon System:</b> Dual Type A/C	
1.11	<b>Brake System:</b> (F) Ventilated Discs/ (R) Leading and Trailing Drums	
1.12	<b>Airbags:</b> Manufacturer's standard	
1.13	<b>Anti-Lock Brake System:</b> Provided	
1.14	<b>Warranty:</b> Three (3) years or 100,000 kms., whichever comes first, including materials used, labor/workmanship, and roadworthiness. Free labor charge on 1000-km and 5000-km periodic maintenance checkups or up to six (6) months, whichever comes first.	