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PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF SUPPLY AND DELIVERY OF BRAND-NEW VEHICLES FOR GCG'S REFLEETING PROGRAM

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR THE PROCUREMENT OF SUPPLY AND DELIVERY OF BRAND-NEW VEHICLES FOR GCG'S REFLEETING PROGRAM

- The Governance Commission for GOCCs (GCG), through Republic Act No. 11936, intends to apply the sum of Nine Million Four Hundred Twenty Thousand Pesos Only (**₱9,420,000.00**) being the ABC to payments under the contract for procurement of Supply and Delivery of Brand-New Vehicles for GCG's Refleeting Program (P.R. No. 23-0036). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The GCG invites PhilGEPS registered suppliers to bid any of the following items:

Lot No.	Qty	UOM	Item/Description	Approved Budget for the Contract
1	1	Unit	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum Displacement of 2,500 cc, but not exceeding 3,000 cc</i>	₱2,300,000.00
2	2	Units	Sports Utility Vehicle (SUV 4x2) (A/T) <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	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱1,730,000.00
4	1	Unit	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	₱1,310,000.00

- The GCG now invites bids for the above Procurement Project. Delivery of the Goods is required within forty-five (45) calendar days upon the receipt of Purchase Order (PO). Bidders should have completed, within three (3) years prior to the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding 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.



4. Prospective Bidders may obtain further information from GCG office and inspect the Bidding Documents at the address given below during 8:00am to 5pm, Mondays to Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **16 October 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱ 0.00 per LOT**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means provided that the presentation of the same be done before the scheduled bid opening.
6. The GCG will hold a Pre-Bid Conference on **03 November 2023 at 1:00PM at the GCG Office, 3rd Floor BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas, Makati City** and/or through video conferencing or webcasting *via Microsoft Teams*, which shall be open to prospective bidders. Prospective bidders that intend to participate through video conferencing may confirm their attendance by sending their email address to procurement@gcg.gov.ph to receive the meeting invite.
7. Bids must be duly received by the BAC Secretariat through **manual submission of the physical documents** at the office address indicated below, on or before **20 November 2023 at 11:00AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **20 November 2023 at 11:00AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity either physically at the given address below or through video conferencing.
10. The GCG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
Christian Paul N. Piñote
Chief Administrative Officer
Procurement Management Division
Governance Commission for GOCCs
3/F BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas
Makati City, Philippines 1226
cpnpinote@gcg.gov.ph / procurement@gcg.gov.ph
Tel. No. (632) 5328-2030
Fax No. (632) 5328-2030
www.gcg.gov.ph
12. You may visit the following websites, www.gcg.gov.ph for downloading of bidding documents.

16 October 2023


DIR. JOHANN CARLOS S. BARCENA
BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, GCG wishes to receive Bids for the procurement of Supply and Delivery of Brand-New Vehicles for GCG's Refleeting Program with identification number P.R. No. 23-0036.

The Procurement Project (referred to herein as "Project") is composed of four (4) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY2023 in the amount of Nine Million Four Hundred Twenty Thousand Pesos Only (₱ 9,420,000.00).

2.2. The source of funding is the Republic Act No. 11936, an act appropriating funds for the operation of the Government of the Republic of the Philippines from 01 January to 31 December 2023

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 03 November 2023 at 1:00PM and at the GCG Office, 3rd Floor, BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas, Makati City and/or through videoconferencing/webcasting via *Microsoft Teams* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) original and nine (9) copies of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and Delivery of Motor Vehicle. b. completed within three (3) years prior to the deadline for the submission and receipt of bids. 			
7.1	<i>Subcontracting is not allowed.</i>			
12	The price of the Goods shall be quoted DDP Makati City or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	Lot No.	Item/ Description	Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)
	1	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i>	₱ 46,000.00	₱ 115,000.00
	2	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i>	₱ 81,600.00	₱ 204,000.00
	3	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 34,600.00	₱ 86,500.00
	4	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	₱ 26,200.00	₱ 65,500.00

14.2	<p>The PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.</p> <p>A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.</p> <p>If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder. (GPPB Circular 06-2019)</p>																				
15	<p>Each bidder shall submit one (1) original and nine (9) copies of the first and second components of its bid.</p>																				
19.3	<p>The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:</p> <table border="1" data-bbox="357 824 1369 1644"> <thead> <tr> <th data-bbox="357 824 469 958">Lot No.</th> <th data-bbox="469 824 624 958">Quantity</th> <th data-bbox="624 824 1107 958">Item/Description</th> <th data-bbox="1107 824 1369 958">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="357 958 469 1155">1</td> <td data-bbox="469 958 624 1155">1 unit</td> <td data-bbox="624 958 1107 1155"> Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i> </td> <td data-bbox="1107 958 1369 1155">₱ 2,300,000.00</td> </tr> <tr> <td data-bbox="357 1155 469 1326">2</td> <td data-bbox="469 1155 624 1326">2 units</td> <td data-bbox="624 1155 1107 1326"> Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i> </td> <td data-bbox="1107 1155 1369 1326"> ₱ 2,040,000.00 per unit or a total of ₱ 4,080,000.00 </td> </tr> <tr> <td data-bbox="357 1326 469 1473">3</td> <td data-bbox="469 1326 624 1473">1 unit</td> <td data-bbox="624 1326 1107 1473"> Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i> </td> <td data-bbox="1107 1326 1369 1473">₱ 1,730,000.00</td> </tr> <tr> <td data-bbox="357 1473 469 1644">4</td> <td data-bbox="469 1473 624 1644">1 unit</td> <td data-bbox="624 1473 1107 1644"> Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i> </td> <td data-bbox="1107 1473 1369 1644">₱ 1,310,000.00</td> </tr> </tbody> </table>	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	1	1 unit	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i>	₱ 2,300,000.00	2	2 units	Sports Utility Vehicle (SUV 4x2) (A/T) <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	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 1,730,000.00	4	1 unit	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	₱ 1,310,000.00
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of at least five (5) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payments shall be made only upon the issuance of the Inspection and Acceptance Report (IAR) by the Property Officer.</p> <p>No (advance) payment shall be made for suppliers and materials not yet delivered or services not yet rendered.</p> <p>The supplier's request for payment shall be made in writing, accompanied by an invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant, and upon fulfillment of other obligations stipulated in these Terms of Reference.</p> <p>Payments shall be made promptly by the GCG within twenty (20) calendar days from issuance of the IAR by the Property Officer.</p> <p>The currency in which payment is to be made shall be in Philippine Pesos.</p>
4	No further instruction
5.1	<p>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.</p> <p>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.</p>

	<p>The warranty security shall only be released after the lapse of one (1) year after issuance by the Inspection Committee of the Certificate of Final Acceptance of the delivered goods.</p> <p>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>
5.2	<p>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.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

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

ITEM	SPECIFICATION																								
I. Brief Description	Supply and delivery of five (5) units of brand-new vehicles to provide for the transportation service requirements of the Officials and personnel of Governance Commission for GOCCs (GCG).																								
II. Budget Requirements	<p>The Approved Budget for the Contract (ABC) is inclusive of VAT and other taxes and related expenses amounting to Nine Million Four Hundred Twenty Thousand Pesos Only (₱ 9,420,000.00), broken down into 4 lots, as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <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;">1</td> <td>Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i></td> <td style="text-align: center;">1</td> <td style="text-align: right;">₱ 2,300,000.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Sports Utility Vehicle (SUV 4x2) (A/T) <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>Passenger Van (M/T) <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 style="text-align: center;">4</td> <td>Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i></td> <td style="text-align: center;">1</td> <td style="text-align: right;">₱ 1,310,000.00</td> </tr> <tr> <td></td> <td style="text-align: center;">TOTAL</td> <td></td> <td style="text-align: right;">₱ 9,420,000.00</td> </tr> </tbody> </table>	LOT NO.	ITEM DESCRIPTION	QTY	ABC	1	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i>	1	₱ 2,300,000.00	2	Sports Utility Vehicle (SUV 4x2) (A/T) <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	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	1	₱ 1,730,000.00	4	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	1	₱ 1,310,000.00		TOTAL		₱ 9,420,000.00
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	TOTAL		₱ 9,420,000.00																						
III. Form of Quotation	<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</p>																								

contain the particular specifications of the vehicle/s the bidder/s is/are tendering/ offering to bid for the corresponding lot/s.

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, **EXCLUDING** comprehensive insurance/s.

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

3.5. Bidders from car dealerships submitting the bid offer/s must be located within the National Capital Region and adjacent provinces only, particularly Rizal, Laguna, Cavite and Bulacan.

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%)
1	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i>	₱ 115,000.00	₱ 690,000.00
2	Sports Utility Vehicle (SUV 4x2) (A/T) <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	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 86,500.00	₱ 519,000.00

	<table border="1" data-bbox="435 192 1465 365"> <tr> <td data-bbox="435 192 536 365">4</td> <td data-bbox="536 192 992 365"> Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i> </td> <td data-bbox="992 192 1220 365">₱ 65,500.00</td> <td data-bbox="1220 192 1465 365">₱ 393,000.00</td> </tr> </table> <p data-bbox="408 405 1490 548">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).</p> <p data-bbox="408 589 1490 660">4.4. The performance security shall remain valid until issuance of the Certificate of Final Acceptance by the GCG.</p> <p data-bbox="408 701 1490 880">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>	4	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	₱ 65,500.00	₱ 393,000.00
4	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	₱ 65,500.00	₱ 393,000.00		
V. Delivery Period	<p data-bbox="408 938 1490 1120">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>				
VI. Payment Terms	<p data-bbox="408 1176 1490 1247">6.1. No (advance) payment shall be made for suppliers and materials not yet delivered or services not yet rendered.</p> <p data-bbox="408 1288 1490 1469">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 data-bbox="408 1509 1490 1581">6.3. GCG shall be given twenty (20) working days upon submission of complete billing documents for payment processing.</p> <p data-bbox="408 1621 1490 1693">6.4. The currency in which payment is to be made shall be in Philippine Pesos.</p>				
VII. Warranty	<p data-bbox="408 1744 1490 1995">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</p>				

	<p>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 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.</p>										
<p>VIII. Other Requirements/ Conditions</p>	<p>8.1. Requirement for submission of product brochures/conduct of product demonstration upon prior notice (to be submitted during post-qualification).</p> <p>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.</p> <p>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.</p>										
<p>IX. Technical Specifications</p>	<p style="text-align: center;">LOT 1 – Sports Utility Vehicle (SUV 4x2)</p> <table border="1" data-bbox="427 1771 1473 2038"> <tr> <td>Year Model</td> <td>2023 Year Model</td> </tr> <tr> <td>Engine</td> <td>Turbo-Diesel Engine or CRDI Diesel Engine</td> </tr> <tr> <td>Seating Capacity</td> <td>At Least 7-Seater (including driver)</td> </tr> <tr> <td>Transmission</td> <td>At Least 6-Speed Automatic Transmission (4x2)</td> </tr> <tr> <td>Fuel Type</td> <td>Diesel</td> </tr> </table>	Year Model	2023 Year Model	Engine	Turbo-Diesel Engine or CRDI Diesel Engine	Seating Capacity	At Least 7-Seater (including driver)	Transmission	At Least 6-Speed Automatic Transmission (4x2)	Fuel Type	Diesel
Year Model	2023 Year Model										
Engine	Turbo-Diesel Engine or CRDI Diesel Engine										
Seating Capacity	At Least 7-Seater (including driver)										
Transmission	At Least 6-Speed Automatic Transmission (4x2)										
Fuel Type	Diesel										

Displacement	Minimum range of 2,500 cc, but not more than 3,000 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 or 3-Zone – Manual or Automatic Control
Brake System	Ventilated Discs (Front and Rear)
Airbags	Provided: Front Driver and Passenger/Side Curtain, Knee
Anti-Lock Brake System	Provided: Standard or/ Optional: Electronic Brakeforce Distribution (EBD) and Brake Assist (BA)
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

LOT 2 – Sports Utility Vehicle (SUV 4x2)

Year Model	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	Provided: Front Driver and Passenger Side

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, 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	2023 Year Model
Engine	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	Provided: (Front Seats – Driver and Passenger)
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

LOT 4 – Van (Utility)

Year Model	2023 Year Model
Engine	Direct Injection/Diesel Engine
Seating Capacity	3-Seater Convertible to (at least) 18 Total Seating Capacity

	Transmission	5- Speed Manual Transmission
	Fuel Type	Diesel
	Displacement	Not more than 2,800cc
	Overall Dimensions (mm)	At Least 4,500 x 1,600 x 1,900 mm (LxWxH)
	Wheelbase (mm)	At Least 2,400 mm
	Fuel Capacity (L)	At Least 50 liters
	Aircon System	Dual Type A/C
	Brake System	(F) Ventilated Discs/ (R) Leading and Trailing Drums
	Airbags	Optional
	Anti-Lock Brake System	Optional
	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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Item	Technical Specification	Statement of Compliance <i>“Comply” or “Not Comply”</i>
FORM OF QUOTATION		
1.1	<p>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>	
1.2	<p>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>	
1.3	<p>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, EXCLUDING comprehensive insurance/s.</p>	
1.4	<p>Quotations shall be valid for sixty (60) calendar days from receipt by the BAC secretariat</p>	
1.5	<p>Bidders from car dealerships submitting the bid offer/s must be located within the National Capital Region and adjacent provinces only, particularly Rizal, Laguna, Cavite and Bulacan.</p>	
PERFORMANCE SECURITY		
2.1	<p>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.</p>	

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="400 349 1102 1653"> <thead> <tr> <th data-bbox="400 349 475 745">Lot No.</th> <th data-bbox="475 349 722 745">Item/ Description</th> <th data-bbox="722 349 914 745">Amount Cash, Cashier's /Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (5%)</th> <th data-bbox="914 349 1102 745">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="400 745 475 1048">1</td> <td data-bbox="475 745 722 1048"> Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i> </td> <td data-bbox="722 745 914 1048">₱ 115,000.00</td> <td data-bbox="914 745 1102 1048">₱ 690,000.00</td> </tr> <tr> <td data-bbox="400 1048 475 1317">2</td> <td data-bbox="475 1048 722 1317"> Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum Displacement of 2,000 cc, but not exceeding 2,500 cc</i> </td> <td data-bbox="722 1048 914 1317">₱ 204,000.00</td> <td data-bbox="914 1048 1102 1317">₱ 1,224,000.00</td> </tr> <tr> <td data-bbox="400 1317 475 1503">3</td> <td data-bbox="475 1317 722 1503"> Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i> </td> <td data-bbox="722 1317 914 1503">₱ 86,500.00</td> <td data-bbox="914 1317 1102 1503">₱ 519,000.00</td> </tr> <tr> <td data-bbox="400 1503 475 1653">4</td> <td data-bbox="475 1503 722 1653"> Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i> </td> <td data-bbox="722 1503 914 1653">₱ 65,500.00</td> <td data-bbox="914 1503 1102 1653">₱ 393,000.00</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%)	1	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i>	₱ 115,000.00	₱ 690,000.00	2	Sports Utility Vehicle (SUV 4x2) (A/T) <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	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 86,500.00	₱ 519,000.00	4	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	₱ 65,500.00	₱ 393,000.00	
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1	Sports Utility Vehicle (SUV 4x2) (A/T) <i>Diesel Engine with minimum displacement of 2,500 cc, but not exceeding 3,000 cc</i>	₱ 115,000.00	₱ 690,000.00																			
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3	Passenger Van (M/T) <i>Diesel Engine with Displacement not exceeding 3,000 cc</i>	₱ 86,500.00	₱ 519,000.00																			
4	Van (Utility) (M/T) <i>Diesel Engine with Displacement not exceeding 2,800 cc</i>	₱ 65,500.00	₱ 393,000.00																			
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	The performance security shall remain valid until issuance of the Certificate of Final Acceptance by the GCG.	
2.5	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.	
DELIVERY PERIOD		
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.	
PAYMENT TERMS		
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.	
WARRANTY		
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.	
OTHER REQUIREMENTS/CONDITIONS		
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. 1 : Sports Utility Vehicle (SUV 4x2)

QUANTITY : 1 Unit

APPROVED BUDGET FOR THE CONTRACT : ₱ 2,300,000.00

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	Year Model: 2023 Year Model	
1.2	Engine: Turbo-Diesel Engine or CRDI Diesel Engine	
1.3	Seating Capacity: At least 7-Seater (Inclusive of Driver)	
1.4	Transmission: At least 6-Speed Automatic Transmission (4x2)	
1.5	Fuel Type: Diesel	
1.6	Displacement: Minimum range of 2,500 cc, but not more than 3,000 cc	
MINIMUM REQUIREMENTS		
1.7	Overall Dimensions (mm): At least 4,700 x 1,800 x 1,800 mm (LxWxH)	
1.8	Wheelbase: At least 2,700 mm	
1.9	Fuel Capacity (L): At least 70 liters	
1.10	Aircon System:	

	Dual Zone or 3-Zone – Manual or Automatic	
1.11	Brake System: Ventilated Discs (Front and Rear)	
1.12	Airbags: Front Driver and Passenger/ Side Curtain, Knee	
1.13	Anti-Lock Brake System: Provided: Standard or/ Optional: Electronic Brakeforce Distribution (EBD) and Brake Assist (BA)	
1.14	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.	

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	Year Model: 2023 Year Model	
1.2	Engine: Turbo-Charged Diesel Engine	
1.3	Seating Capacity: At least 7-Seater (Inclusive of Driver)	
1.4	Transmission: 6-7 Speed A/T (4x2)	
1.5	Fuel Type: Diesel	
1.6	Displacement: Minimum range of 2,000 cc, but not more than 2,500 cc	
MINIMUM REQUIREMENTS		
1.7	Overall Dimensions (mm): At least 4,700 x 1,800 x 1,800 mm (LxWxH)	
1.8	Wheelbase: At least 2,700 mm	
1.9	Fuel Capacity (L): At least 70 liters	
1.10	Aircon System:	

	Dual Zone – Manual or Automatic Control	
1.11	Brake System: Ventilated Discs (Front)/Drums or Ventilated Discs (Rear)	
1.12	Airbags: Front Driver and Passenger Side	
1.13	Anti-Lock Brake System: Provided: With Electronic Brakeforce Distribution (EBD) and Brake Assist (BA)	
1.14	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.	

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: []

Item	Technical Specification	Statement of Compliance <i>“Comply” or “Not Comply”</i>
1.1	Year Model: 2023 Year Model	
1.2	Engine: 2.5 Liter 4 In-Line DOHC 16-Valve Turbocharged	
1.3	Seating Capacity: At least 15-Seater (Inclusive of Driver)	
1.4	Transmission: 5-Speed Manual Transmission	
1.5	Fuel Type: Diesel	
1.6	Displacement: Not more than 3,000 cc	
MINIMUM REQUIREMENTS		
1.7	Overall Dimensions (mm): At least 4,500 x 1,600 x 1,900 mm (LxWxH)	
1.8	Wheelbase: At least 2,555 mm	
1.9	Fuel Capacity (L): At least 60 liters	
1.10	Aircon System: Dual Type A/C	

1.11	Brake System: (F) Ventilated Discs/ (R) Leading and Trailing Drums	
1.12	Airbags: Provided: (Front Seats - Driver and Passenger)	
1.13	Anti-Lock Brake System: Provided	
1.14	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.	

TECHNICAL SPECIFICATIONS

LOT NO. 4 : Van (Utility)

QUANTITY : 1 Unit

APPROVED BUDGET FOR THE CONTRACT : ₱ 1,310,000.00

PLEASE MARK [X] ON INTENT

BIDDING FOR THE LOT: []

NOT BIDDING FOR THE LOT: []

Item	Technical Specification	Statement of Compliance "Comply" or "Not Comply"
1.1	Year Model: 2023 Year Model	
1.2	Engine: Direct Injection/Diesel Engine	
1.3	Seating Capacity: 3-Seater Convertible to (at least) 18 Total Seating Capacity	
1.4	Transmission: 5-Speed Manual Transmission	
1.5	Fuel Type: Diesel	
1.6	Displacement: Not more than 2,800 cc	
MINIMUM REQUIREMENTS		
1.7	Overall Dimensions (mm): At least 4,500 x 1,600 x 1,900 mm (LxWxH)	
1.8	Wheelbase: At least 2,400 mm	
1.9	Fuel Capacity (L): At least 50 liters	
1.10	Aircon System:	

	Dual Type A/C	
1.11	Brake System: (F) Ventilated Discs/ (R) Leading and Trailing Drums	
1.12	Airbags: Optional	
1.13	Anti-Lock Brake System: Optional	
1.14	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.	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** 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.

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**

- (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

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

[Jurat]

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

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

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]

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 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 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: _____

