# PHILIPPINE BIDDING DOCUMENTS

for the

# Supply and Delivery of Four (4) Brand New Service Vehicles for the Securities and Exchange Commission Headquarters for FY 2024

Public Bidding No. 2024-022

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

# Supply and Delivery of Four (4) Brand New Service Vehicles for the Securities and Exchange Commission Headquarters for FY 2024

1. The Securities and Exchange Commission (SEC), through the FY 2024 Annual Operating Budget of SEC, intends to apply the below sum being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement Project under Public Bidding No. 2024-022. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Description	Qty.	ABC	Bid Docs Fee
1	Brand New Service Vehicles (Utility Van)	2 units	Php2,900,000.00	Php2,500.00
2	Brand New Service Vehicle (Passenger Van)	1 unit	Php1,900,000.00	Php1,000.00
3	Brand New Multi-Purpose Vehicle	1 unit	Php1,436,700.00	Php1,000.00

- 2. The SEC now invites bids for the above Procurement Project. Delivery of the Goods is required in FY 2024 as specified in Section VI (Schedule of Requirements) of this Bidding Document. Bidders should have completed, within five (5) years from 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).
- 3. 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 the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 10 May 2024 from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount in the amounts stated above. The Procuring Entity shall allow

the bidder to present its proof of payment for the fees which will be presented in person or through electronic means.

6. It may be downloaded free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

The prospective bidders are advised to send an email at jamroa@sec.gov.ph to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- Print 2 copies of PAF:
  - o 1 Client Copy
  - o 1 LandBank Copy
- Accomplish the onColl Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:
  - o Reference Number 1 PAF No.
  - o Reference Number 2 Name of Payor appearing on the PAF
- Present OnColl Payment Slip, together with the PAF, to the LandBank Teller

#### For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment:
  - https://www.sec.gov.ph/sec-paymentportal
- Enter PAF Reference Number
- Select preferred payment option:
  - o Debit/Credit Card
  - o Paymaya Wallet/GCash
- Enter email address and verification code
- Click proceed to payment
- 7. The SEC will hold a Pre-Bid Conference on 07 June 2024 (Friday), 10:00 a.m. at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City and through video conferencing or webcasting via Zoom application.
- 8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **26 June 2024** (Wednesday), **11:00 a.m.** Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

- 10. Bid opening shall be on **26 June 2024 (Wednesday), 11:15 a.m.** at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The SEC 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.
- 12. For further information, please refer to:

BAC Secretariat
7/F The SEC Headquarters, 7907 Makati Ave.
Salcedo Village, Bel-Air, Makati City 1209
Telephone Number: 8818-5330
Electronic Mail: jamroa@sec.gov.ph

13. You may visit the following websites:

https://www.sec.gov.ph https://www.philgeps.gov.ph

31 May 2024

<u>sgd</u> **Armando A. Pan Jr.** 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 Securities and Exchange Commission wishes to receive Bids for the Supply and Delivery of Four (4) Brand New Service Vehicles for the Securities and Exchange Commission Headquarters for FY 2024, under Public Bidding No. 2024-022.

The Procurement Project (referred to herein as "Project") is composed of three (3) 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 FY 2024 in the following amounts of:

Lot No.	Description	Qty.	ABC
1	Brand New Service Vehicles (Utility Van)	2 units	Php2,900,000.00
2	Brand New Service Vehicle (Passenger Van)	1 unit	Php1,900,000.00
3	Brand New Multi-Purpose Vehicle	1 unit	Php1,436,700.00
Total ABC			Php 6,236,700.00

2.2. The source of funding is **FY 2024 Annual Operating Budget of SEC.** 

#### 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 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

The Procuring Entity has prescribed that subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and at its physical address at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City and through videoconferencing/webcasting 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 five (5) years 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 Declaration<sup>1</sup> 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**.
- 14.2. The Bid and bid security shall be valid for 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 copy 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.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### 16. Deadline for Submission of Bids

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<sup>&</sup>lt;sup>1</sup> 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.

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. 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 sup	is purpose, contracts similar to the Project shall be referred to any contract oply and delivery of vehicles, which must have been completed within five ars before the deadline for the submission and receipt of bids.				
7.1	No fur	ther instructions				
12	_	rice of the Goods shall be quo ational Commercial Terms (INC				
14.1		d security shall be in the form lowing forms and amounts:	of a Bid Securi	ng Decl	aration, or in any of	
	Lot No.	Item Description	Amount Ca Cashier's/Mar Check, Bank Guarantee or Irr Letter of Cre Credit (2% of th	nager's Draft/ evocable dit of	Surety Bond callable upon demand issued by a surety or insurance company duly certified by Insurance Commission (5% of the ABC)	
	1	Brand New Service Vehicles (Utility Van)	Php58,000	.00	Php145,000.00	
	2	Brand New Service Vehicle (Passenger Van)	Php38,000	.00	Php95,000.00	
	3	Brand New Multi-Purpose Vehicle	Php28,734	.00	Php71,835.00	
19.3	Lot	Description		Qty.	ABC	
	No.	Beschpaon		20,1	1120	
	1	Brand New Service Vehicles (Utility	y Van)	2 units	Php2,900,000.00	
	2	Brand New Service Vehicle (Passen	ger Van)	1 unit	Php1,900,000.00	
	3	Brand New Multi-Purpose Vehicle		1 unit	Php1,436,700.00	
20.2	No further instructions					
21.2	No fur	ther instructions				

# 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	Delivery and Documents –
	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:
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	The delivery terms applicable to this Contract are delivered to Makati City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Oliver Navarro.
	Spare Parts -
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	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.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.
	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.
	1

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.

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.

#### **Intellectual Property Rights –**

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.

- A. Payment of 100% of the Contract amount will be made after issuance by the SEC of Certificate of Completion and Acceptance and submission of the following required documents:
  - Original OR/CR
  - Compulsory Third-Party Liability (CPTL) Vehicle Insurance Policy.
  - B. Payment is subject to applicable taxes.
  - C. When the Supplier fails to satisfactorily deliver goods within the specified delivery schedule, inclusive of duly granted time extensions, if any the Supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted the procuring entity concerned.
- The inspections and tests will be conducted to check the conformity to the Project specifications.

# 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.

Lot	Description	Qty.	Delivered,
No.			Weeks/Months
1	Brand New Service Vehicles (Utility Van)	2 units	Sixty (60) days from the issuance of the
2	Brand New Service Vehicles (Passenger Van)	1 unit	Notice to Proceed or from the date as
3	Brand New Multi-Purpose Vehicle	1 unit	indicated therein

Place of Delivery: The SEC Headquarters – 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, Makati City

I hereby certify to comply and deliver the above requirements immediately upon receipt of the Notice to Proceed.

Company Name:	
•	Authorized Representative
Signature:	<u>-</u>
Printed Name:	
Date:	

# 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.

# **Technical Specifications**

#### Lot 1: One (1) Unit Brand New Passenger Van, White

Bidder should be capable of providing One (1) unit Brand New Passenger Van, Diesel, with engine displacement not exceeding 2800cc. The seating capacity ranges from eight (8) to 18 passengers.

		Item Description	Minimum Specification Requirement	Statement of Compliance
A	Dimensions and Capacity			
	1	No. of Doors	Four (4)	
	2	<b>Seating Capacity</b>	Fifteen (15)	
	3	Fuel Tank Capacity (L)	65 - 70 L	
	4	Ground Clearance (mm)	175	
	5	Wheel Base (mm)	3,210	
	6	Length x Width x Height(mm)	5,265 x 1,950 x 1990	
	7	Front and Rear Tread	Manufacturer's Standard	
	8	Weight	Manufacturer's Standard	
В	En	gine Details		
	1	Engine Type	4 Cylinder, In-Line 16- Valve DOHC	
	2	Fuel Supply System	Common Rail Direct Injection	
			(CRDi)	
C	Per	formance		
	1	Torque	Manufacturer's	
	2	Power	Standard	
	3	Fuel Type	Diesel	
	4	Engine Displacement	2755 cc – 3000 cc	

D	Tra	ansmission		
	1	Transmission	6- Speed Manual	
	2	Drive Type	Two Wheel Drive (2WD)	
	3	Gear Box	Manufacturer's Standard	
E	Ste	ering		
	1	Steering Gear Type	Rack & Pinion	
	2	Steering Type	Power	
	3	Turning Radius	Manufacturer's Standard	
	4	Adjustable Steering Column	Manufacturer's Standard	
	5	Steering Column	Tilt & Telescopic	
F	Wł	neel & Tire		
	1	Tire Type	Manufacturer's Standard	
	2	Alloy Wheel Size	16 Inch	
	3	Wheel Size	R16	
	4	Tire Size	215/70 R16	
G	Sus	spension & Brakes		
	1	Front Suspension	MacPherson     Strut/Rigid Axle	•
	2	Rear Suspension	Leaf spring	
	3	Front Brake Type	Ventilated Discs	
	4	Rear Brake Type	Drums	
Н	Co	mfort		
	1	Air-conditioning	Manufacturer's	
	2	Rear A/C Vents	Standard	

	3	Foldable Rear Seat		
	4	Low Fuel Warning Light		
	5	Cup Holders – Front		
	6	Bottle Holder		
	7	Power Windows Front		
	8	Power Steering		
	9	Accessory Power Outlet		
	10	Adjustable Seats		
	11	Cup Holders – Rear		
	12	Heater		
	13	On Board Computer		
I	Ent	tertainment & Communication		
	1	FM/AM/Radio		
	2	Speakers Front		
	3	Speakers Rear	Manufacturer's	
	4	USB & Auxiliary Input	Standard	
	5	<b>Bluetooth Connectivity</b>		
	6	CD Player		
J	Saf	ety		
	1	Anti-Lock Braking System		
	2	Passenger Airbag		
	3	Seat Belt Warning	M. C.	
	4	Crash Sensor Child	Manufacturer's Standard	
	5	Side Impact Beams		
	6	Day & Night Rear View Mirror		
	7	Driver Airbag		

	8	Rear Seat Belts		
	9	Door Ajar Warning		
	10			
	10	Safety Locks		
	11	Front Impact Beams		
	12	Engine Check Warning		
K	Sec	urity		
	1	Engine Immobilizer		
	2	Anti-Theft Device	Manufacturer's	
	3	Power Door Locks	Standard	
	4	Central Locking		
L	Ext	terior		
	1	<b>Centrally Mounted Fuel Tank</b>		
		Power Adjustable		
	2			
	_	Exterior Rear View Mirror		
	3	Rear Window Wiper		
	4	Integrated Antenna	Manufacturer's Standard	
	5	Fog lights Front		
	6	Adjustable Headlights		
	7	Rear Window Defogger		
	8	Wheel Covers		
M	Mis	scellaneous		
	1	Fabric Upholstery		
	2	Tachometer		
	3	Digital Clock	Manufacturer's Standard	
	4	Digital Odometer	Sundard	
	5	Electronic Tripmeter		
	<u> </u>			

	6	<b>Emission Norm Compliance</b>	Euro 4	
N	Oth	ner Inclusions and Accessories		
	1	Owner's Manual		
	2	Preventive Maintenance Schedule		
	3	Floor Matting Set, Door Visor, and	Door Handle Protector	
	4	Tint: 3M Dark Tint on Full Windshi	eld Front, Sides and Rear	
	5	Early Warning Device		
	6	Standard Manufacturer's Tools		
	7	Product Brochure and Catalogue		
О	Gr	een Specifications		
	1	All Vehicles must be Euro 4(four	) Compliant.	
P	Wa	rranty and After Sales		
	1	Brand New Service Vehicle shall of extended up to five (5) years or comes first.  Free Preventive Maintenance Ser and labor for the 1st three (3) mile.  Any defects shall be corrected during and the response time shall be hours upon the receipt of the not authorized representative.	100,000 KMS whichever rvices shall include parts estones per vehicle.  uring the warranty period within twenty-four (24)	
Q		ndard of Workmanship, Materials Performance		
	1	Brand New Service Vehicle must defects, and must be in accord specifications.	·	
R	Vel	nicle Registration and Insurance		
	1	Brand New Service Vehicle shal LTO Registration and 1- comprehensive insurance (in any provider).	Year Motor Vehicle	
S	Ma	npower Requirements		

	1	The Supplier shall have a manpor fully qualified to perform the of herein, and that all are author equipped, organized and financed		
T	Suppo	ort Services Requirements		
	1	It is essential that the Supplier maintains a local parts and services facility. The Supplier must carry sufficient inventory to cover parts and services within twenty-four (24) hours.		

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

#### AUTHORIZED REPRESENTATIVE

Signature	:	
Company Name	:	
Printed Name	:	
Position	:	
Date	:	

# **Technical Specifications**

#### Lot 2: Two (2) Units Brand New Utility Van with Dual Aircon, White

Bidder should be capable of providing Two (2) units Brand New Utility Van, Diesel, with engine displacement not exceeding 2500cc, Dual Aircon. The rear deck, accommodating eight (8) to 16 passengers with facing collapsible bench seats accessible through rear door(s).

		Item Description	Minimum Specification Requirement	Statement of Compliance
A	Din	nensions and Capacity		
	1	No. of Doors	Two (2)	
	2	Seating Capacity	Three (3)	
	3	Fuel Tank Capacity (L)	50 – 55 L	
	4	Ground Clearance	Manufacturer's Standard	
	5	Wheel Base	Manufacturer's Standard	
	6	Length x Width x Height	Manufacturer's Standard	
	7	Front and Rear Tread	Manufacturer's Standard	
	8	Gross Vehicle Weight (KG)	2950	
	9	Cab and Chassis Mass (KG)	1295	
	10	Front(KG)	920	
	11	Rear (KG)	375	
	12	Cabin Type	Non -Tilt Cabin	
	13	Body Conversion:	Utility Van	
	14	Aircon	Dual Aircon	
В		Cab and Chassis Dimension (mm)		
	1	Overall Length (mm)	4600	
	2	Wheel Base (mm)	2400	
	3	Rear Deck length	10 feet(2960mm)	
C	C Engine Details			

	ı			T
			Direct Injection Common	
	1	Model	Rail Blue Power Diesel	
			Engine	
	2	Fuel Type	Diesel	
	-		D10001	
	3	Engine Displacement	2499 сс	
		Zingine Displacement	2.33.66	
	4	<b>Emission Rating</b>	Euro 4	
	"		Luio	
	5	Gross Payload (kg)	1655	
		Signal and the control of the contro	1000	
D	Trs	ansmission		
	116			
	1	Transmission	Manual	
	1		171411441	
	2	Туре	5 - Speed	
		-JP~	Speed	
E	Ste	ering		
	Sic	······		
	1	Steering Gear Type		
	1	- The Type		
	2	Steering Type		
	_	Type		
	3	Turning Radius	Manufacturer's Standard	
		- minis muino	Transacturer 5 Standard	
	4	Adjustable Steering Column		
	~	Tajustusie steering Column		
	5	Steering Column		
		Storing Column		
F	W	neel & Tire		
	, , 1			
	1	Tire Type		
	1	JP-		
	2	Wheel Size	Manufacturer's Standard	
	-		2. Initial actual of 5 Stuffaul a	
	3	Tire Size		
G	Sus	spension & Brakes		
•	2 641	-F		
	1	Front Suspension		
	1		Manufacturer's Standard	
	2	Rear Suspension		
	-			
Н	Co	mfort		
	1	Power Steering		
	1	· · · · · · · · · · · · · · · · ·		
	2	Low Fuel Warning Light	Manufacturer's Standard	
	-			
	3	Adjustable Seats		
		1	ı	1

Ι	Ent	tertainment & Communication		
	1	FM/AM/Radio		
	2	Speakers Front	Manufacturer's Standard	
	3	USB & Auxiliary Input		
J	Saf	ety		
	1	Driver Airbag		
	2	Crash Sensor		
	3	Side Impact Beams		
	4	Engine Check Warning	Manufacturer's Standard	
	5	Seat Belt Warning		
	6	Door Ajar Warning		
	7	Front Impact Beams		
	8	Parking Sensors		
K	Ext	terior		
	1	<b>Centrally Mounted Fuel Tank</b>		
	2	Adjustable Headlights		
	3	Integrated Antenna	Manufacturer's Standard	
	4	Manually Adjustable Exterior Rear View Mirror		
L	Mis	scellaneous		
	1	Fabric Upholstery		
	2	Tachometer	Manufacturer's Standard	
	<b></b>	D: 1/ 1/01 1	manufacturer 5 Standard	
	3	Digital Clock		
	4	Digital Clock  Digital Odometer		
M	4			

	2	Preventive Maintenance Schedule	
	3	Floor Matting Set	
	4	Tint: 3M Dark Tint on Full Windshield Front, Sides and Rear	
	5	Early Warning Device	
	6	Standard Manufacturer's Tools	
	7	Product Brochure and Catalogue	
N	Gre	een Specifications	
	1	All Vehicles must be Euro 4(four) Compliant.	
О	Wa	rranty and After Sales	
		Brand New Service Vehicle shall have a dealer's warranty of extended up to five (5) years or 100,000 KMS whichever comes first.	
	1	Free Preventive Maintenance Services shall include parts and labor for the 1st three (3) milestones per vehicle.  Any defects shall be corrected during the warranty period and the response time shall be within twenty-four (24) hours upon the receipt of the notification from the SEC's authorized	
		representative.	
P		ndard of Workmanship, Materials  Performance	
	1	Brand New Service Vehicle must be brand new, free from defects, and must be in accordance with the technical specifications.	
Q	Vel	nicle Registration and Insurance	
	1	Brand New Service Vehicle shall include 3 (Three) years LTO Registration and 1-Year Motor Vehicle comprehensive insurance (in any GSIS Branch near the provider).	
R	Ma	npower Requirements	
	1	The Supplier shall have a manpower that is properly and fully qualified to perform the class of work provided herein, and that all are authorized, properly trained, equipped, organized and financed to perform such work.	
S	Sup	port Services Requirements	

	It is essential that the Supplier maintains a local parts and services facility. The Supplier must carry sufficient inventory to cover parts and services within twenty-four (24) hours.	
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

AUTHURIZED R	LPKLS	LNIAIIVE
Signature	:	
Company Name	:	
Printed Name	:	
Position	:	
Date	:	

## **Technical Specifications**

#### Lot 3: One (1) Units Brand New Multi-Purpose Vehicle, Black

Bidder should be capable of providing One (1) unit Brand New Multi-Purpose Van, Diesel,2800cc with the following features and capabilities or higher per vehicle

		Item Description	Minimum Specification Requirement	Statement of Compliance
A	Dir	nensions and Capacity		
	1	No. of Doors	Five (5)	
	2	<b>Seating Capacity</b>	Eight(8)	
	3	Fuel Tank Capacity (L)	55L	
	4	Ground Clearance		
	5	Wheel Base	_	
	6	Length x Width x Height	Manufacturer's Standard	
	7	Front and Rear Tread		
	8	Weight		
В	Eng	gine Details		
	1	Engine Type	4 Cylinder, In-Line 16-Valve DOHC	
	2	Fuel Supply System	Common Rail Direction (CRDi)	
С	Per	formance		
	1	Torque	Manufacturer's	
	2	Power	Standard	
	3	Fuel Type	Diesel	
	4	Engine Displacement	2755 cc – 2800 cc	
D	Tra	nnsmission		
	1	Transmission	5- Speed Manual	
<b></b>	L	i	i .	

	2	Drive Type	Two Wheel Drive (2WD)	
	3	Gear Box	5-Speed	
E	Ste	ering		
	1	Steering Gear Type	Rack & Pinion	
	2	Steering Type	Power	
	3	Turning Radius	Manufacturer's Standard	
	4	Adjustable Steering Column	Manufacturer's Standard	
	5	Steering Column	Tilt & Telescopic	
F	Wh	neel & Tire		
	1	Tire Type	Manufacturer's Standard	
	2	Alloy Wheel Size	16 Inch	
	3	Wheel Size	R16	
	4	Tire Size	205/65 R16	
G	Sus	spension & Brakes		
	1	Suspension Front/ Rear	Double Wishbone with Coil Spring/ 4-Link with Coil Spring	
	2	Brakes Front/Rear	Ventilated Dics/Leading- Trailing Drum	
Н	Co	mfort		
	1	Air-conditioning		
	2	Accessory Power Outlet	Manufacturer's	
	3	Low Fuel Warning Light	Standard	
	4	Adjustable Seats		

	5	On Board Computer		
	6	Height Adjustable Driver Seat		
	7	Rear Reading Lamp		
	8	Rear A/C Vents		
	9	Trunk Light		
	10	Central Console Armrest		
	11	Power Steering		
	12	Power Windows		
	13	Foldable Rear Seat		
	14	Rear Seat Headrest		
	15	<b>Cup Holders- Front</b>		
	16	Heater		
	17	Bottle Holder		
	18	<b>Automatic Climate Control</b>		
	19	Vanity Mirror		
	20	<b>Cup Holders- Rear View Mirror</b>		
	21	Electric Folding Rear View Mirror		
	22	Rear Seat Center Armrest		
	23	<b>Multi-function Steering Wheel</b>		
I	Ent	ertainment & Communication		
	1	FM/AM/Radio		
	2	Speakers Front	Manufacturer's	
	3	Speakers Rear	Standard	
	4	USB & Auxiliary Input		

	5	Touch Screen		
	6	<b>Bluetooth Connectivity</b>		
J	Saf	ety		
	1	Anti-Lock Braking System		
	2	Child Safety Locks		
	3	Driver Airbag		
	4	Passenger Airbag		
	5	Knee Airbag		
	6	Rear Seat Belts		
	7	Seat Belt Warning		
	8	Brake Assist		
	9	Crash Sensor		
	10	Door Ajar Warning	Manufacturer's Standard	
	11	Side Impact Beams		
	12	Front Impact Beams		
	13	<b>Engine Check Warning</b>		
	14	Electronic Brake		
	1.	Force Distribution		
	15	Day and Night Rear		
		View Mirror		
	16	Hill- Start Assist Control		
	17	Stability Control		
K	Sec	urity		
	1	Engine Immobilizer	Manufacturer's	
	2	Anti-Theft Device	Standard	

	3	Security alarm		
	4	Power Door Locks		
	5	Central Locking		
L	Ext	terior		
	1	Centrally Mounted Fuel Tank		
	2	Adjustable Headlights		
	3	Power Adjustable Exterior		
		Rear View Mirror		
	4	Rear Window Wiper		
	5	Alloy Wheels	Manufacturer's Standard	
	6	Integrated Antenna	Standard	
	7	Outside Rear View Mirror turn Indicator		
	8	Fog lights Front		
	7	Rear Window Defogger		
	8	Rear Window Washer		
M	Mis	scellaneous		
	1	Fabric Upholstery		
	2	Tachometer		
	3	Digital Clock	Manufacturer's Standard	
	4	Digital Odometer		
	5	Electronic Multi Tripmeter		
	6	<b>Emission Norm Compliance</b>	Euro 4	
N	Otl	her Inclusions and Accessories		
	1	Owner's Manual		
	2	Preventive Maintenance Schedule		
	3	Floor Matting Set, Door Visor, and D	oor Handle Protector	

	4	Tint: 3M Dark Tint on Full Windshield Front Rear	, Sides and
	5	Early Warning Device	
	6	Standard Manufacturer's Tools	
	7	Product Brochure and Catalogue	
N	G	Green Specifications	
	1	All Vehicles must be Euro 4(four) Compliant	
О	W	Warranty and After Sales	
		Brand New Service Vehicle shall have a deale up to five (5) years or 100,000 KMS whichev	
	1	Free Preventive Maintenance Services shall for the 1st three (3) milestones per vehicle.	include parts and labor
		Any defects shall be corrected during the vertex response time shall be within twenty-four (24 of the notification from the SEC's authorized	) hours upon the receipt
P		Standard of Workmanship, Materials and Performance	
	1	Brand New Service Vehicle must be brand new must be in accordance with the technical special s	
Q	V	Vehicle Registration and Insurance	
	1	Brand New Service Vehicle shall include Registration and 1-Year Motor Vehicle company GSIS Branch near the provider).	
R	M	Manpower Requirements	
	1	The Supplier shall have a manpower that qualified to perform the class of work provide authorized, properly trained, equipped, orgperform such work.	ed herein, and that all are
S	Sı	Support Services Requirements	
	1	It is essential that the Supplier maintains a facility. The Supplier must carry sufficient i and services within twenty-four (24) hours.	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

<b>AUTHORIZED R</b>	EPRES	SENTATIVE	
Signature	:		
Company Name	:		
Printed Name	:		
Position	:		
Date	:		

# 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.

Note: For editable copies of the documents below, you may download the files from the following link: https://www.sec.gov.ph/procurement/prescribed-templates/#gsc.tab=0

### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) (a) in accordance with Section 8.5.2 of the IRR; **Technical Documents** Statement of the prospective bidder of all its ongoing government and private (b) 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 Statement of the bidder's Single Largest Completed Contract (SLCC) similar (c) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a (d)certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (e) production/delivery schedule, manpower requirements, and/or aftersales/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 The prospective bidder's computation of Net Financial Contracting Capacity (g)(NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint (h) 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 Original of duly signed and accomplished Financial Bid Form; and (i) (i)Original of duly signed and accomplished Price Schedule(s). Other documentary requirements under RA No. 9184 (as applicable) [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.  Certification from the DTI if the Bidder claims preference as a I Bidder or Domestic Entity.	Oomestic
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