

# REPUBLIC OF THE PHILIPPINES Department of Budget and Management REGIONAL OFFICE 12

# **BIDS AND AWARDS COMMITTEE**

# **BIDDING DOCUMENTS**

Name of Project: SUPPLY OF ONE (1) UNIT

**BRAND NEW PICK-UP TRUCK (M/T)** 

Location : DEPARTMENT OF BUDGET AND

**MANAGEMENT Regional Office 12 Barangay Morales, Koronadal City** 

ABC : ONE MILLION FOUR HUNDRED PESOS ONLY

(P1,400,000.00)

Sixth Edition
July 2020
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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



# REPUBLIC OF THE PHILIPPINES **DEPARTMENT OF BUDGET AND MANAGEMENT**REGION XII

# INVITATION TO BID FOR THE SUPPLY OF ONE (1) UNIT BRAND NEW PICK-UP TRUCK MANUAL TRANSMISSION

# (Project Identification No. DBM12-2024-11-03A)

- 1. The Department of Budget and Management Regional Office 12 (DBM RO12), through the FY 2025 National Expenditure Program (NEP) intends to apply the sum of One Million Four Hundred Thousand Pesos Only (P 1,400,000) being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply of One (1) unit Brand New Pick-up Truck, Manual Transmission. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Department of Budget and Management Regional Office 12 now invites bids for the above Procurement Project. Delivery of the Goods is required within THIRTY (30) DAYS FROM RECEIPT OF THE NOTICE TO PROCEED/CONTRACT. Bidders should have completed, within TWO (2) 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 **DBM RO12 BAC Secretariat** and inspect the Bidding Documents at the address given below during **office hours 8:00 AM to 5:00 PM from Monday to Friday**.
- 5. A complete set of Bidding Documents may be acquired for <u>free</u> by interested Bidders on **December 12, 2024** from the given address and website(s) below.
- 6. The **DBM RO12** will hold a Pre-Bid Conference on **December 19, 2024, 9:00 AM** at the **Executive Room, Ground Floor, DBM XII Compound, Barangay Morales,**

**Koronadal City** and through video conferencing or webcasting via **Microsoft Teams** <a href="https://tinyurl.com/mynvujay">https://tinyurl.com/mynvujay</a> which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 31, 2024, 9:00 AM**. 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 **January 02, 2025, 9:00 AM** at the given address below and/or via **Microsoft Teams** <a href="https://tinyurl.com/mynvujay">https://tinyurl.com/mynvujay</a>. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. May we also direct you to Section VII Technical Specifications for further details.
- 11. To facilitate the immediate implementation of the procurement of this Project, the DBM XII shall proceed with the conduct of **Early Procurement Activities (EPA)**, pursuant to Section 7.6 of the 2016 Revised IRR of RA 9184, Section 21 of the General Provisions of the FY 2024 National Expenditure Program (NEP) and the Government Procurement Policy Board (GPPB) Resolution No. 14-2019 dated July 17, 2019.
- 12. The **DBM RO12** 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.
- 13. For further information, please refer to:

#### Mr. PAUL NELSON D. MAPA

Department of Budget and Management Regional Office 12 Barangay Morales, Koronadal City dbm\_ro12@dbm.gov.ph Tel No. 083-2289788 Fax No. 083-2285546

14. You may visit the following websites for downloading of bidding documents:

**ps-philgeps.gov.ph** - Website of the Philippine Government Electronic Procurement System (PhiGEPS)

dbm.gov.ph – Website of the Department of Budget and Management

December 11, 2024



Signed by: Cagang Libertine Go

# ATTY. LIBERTINE G. CAGANG-GUANZON, CPA Chairperson, Bids and Awards Committee

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, **Department of Budget and Management Regional Office 12** wishes to receive Bids for the supply *One (1) unit Brand New Pick-up Truck Manual Transmission*, with identification number **DBM12-PB-2024-11-03A**.

The Procurement Project (referred to herein as "Project") is composed of **one** (1) **item**, 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 **CY 2025** in the amount of **One Million Four Hundred Thousand Pesos Only (P 1,400,000)**.
- 2.2. The source of funding is the NGA, FY 2025 National Expenditure Program.

### 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: 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

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.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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, exwarehouse, 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 Bid Opening**. 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

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.

<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.

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 one project, shall be awarded as one contract.
- 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

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

# **Bid Data Sheet**

ITB Clause		
5.3	For this purpose, contracts similar to the Project refer to supply of One (1) unit Brand New Pick-up Truck Manual Transmission and completed within five (5) years prior to the deadline for the submission and receipt of bids.	
7.1	Subcontracting is not allowed.	
12	No further instructions	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than P28,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than P70,000.00, if bid security is in Surety Bond	
19.3	The ABC is:  ONE MILLION FOUR HUNDRED THOUSAND PESOS ONLY (P1,400,000.00).	
20.2	Additional appropriate licenses, permits and documents to be submitted:  Latest Income Tax Returns (ITR) are those covering the immediately preceding year while latest Business Tax Returns (BTR) are those filed within the last six (6) months preceding the date of bid submission;  Mayor's Permit and;  Audited Financial Statement.	
21.2	No additional requirement.	

# Section IV. General 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

# **Special Conditions of Contract**

GCC Clause			
1	Delivery and Documents –		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in <b>Section VI</b> ( <b>Schedule of Requirements</b> ).		
	For purposes of this Clause the Procuring Entity's Representative at the Projec Site is <i>DBM Compound, Barangay Morales, Koronadal City</i> .		
	The details of shipping and/or other documents to be furnished by the Supplier are as follows:		
	Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:		
	(i) Original and two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;		
	(ii) Original Supplier's factory inspection report;		
	(iii) Original and two copies of the Manufacturer's and/or Supplier's warranty certificate;		
	(iv) Original and two copies of the certificate of origin (for imported Goods);		
	(v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;		
	(vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and		
	(vii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Mr. PAUL NELSON D. MAPA</i> .		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in <b>Error! Reference source not found.</b> :		
	(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; and
   (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.

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.

# Patent 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

### Transportation, Insurance, Registration -

The Procuring Entity shall arrange for and shoulder the transportation of vehicle, its registration and insurance coverage.

- 2.2 **Payment Terms** 
  - a. Full payment shall only be made upon complete delivery of the goods with the required documentation.
- Performance Security shall be in the amount and in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184
- The inspections and tests that will be conducted are: *test drive and engine check.*.

# 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
1	Brand New Pick-up Truck (M/T)	One (1)	One (1)	Not later than thirty (30) calendar days from receipt of Notice to Proceed

I hereby certify to comply and deliver all the above requirements.		
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

# Section VII. Technical Specifications

# **Technical Specifications**

Supply and Delivery of One(1) unit Brand New Pick-up Truck (M/T) shall comply with the ff specifications:

#### Transmission:

• Transmission Type: Manual

Drive Type: 4WD

• Gear Box: 6-Speed

#### **Suspension and Brakes:**

• Front Brake Type: Ventilated Discs

• Front Suspension: Independent

Wishbone

• Shock Absorbers Type: Coil Spring

• Rear Brake Type: Drums

• Rear Suspension: Leaf spring

#### Wheel and Tire:

• **Tire Size:** 205/R16C

• Wheel Size: R16

No. of Tires: 5 Including Spare

#### **Dimension and Capacity:**

• **Fuel Tank Capacity (liters):** At least 75 L

Rear Tread: At least 1580 mm

• Gross Weight: At least 3000 kg

Width: At least 1865 mm

• Wheelbase: At least 3130 mm

• No Of Doors: 4

Payload Capacity: At least 1090 kg

Front Tread: At least 1585 mm

• Weight: At least 1910 kg

Name of Company/Bidder	Signature Over Printed Name of Representative	Date
I hereby certify to comply and	deliver all the above requirements.	
Body Color Preferably:	Black	
Seating Capacity	: 5 seats	
Ground Clearance	e: At least 203 mm	
Height: At least 17	775 mm	
Length: At least 5:	265 mm	

# Section VIII. Checklist of Technical and Financial Documents

# **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 (i) Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s). (i)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

[] (1)	government procurement activities for the same item or product.  Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
	Bidder or Domestic Entity.

