

PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of One Brand New Service Vehicle to the National Economic and Development Authority Regional Office IV-A

PBD-NEDAIVA-EPA2021-001

Government of the Republic of the Philippines

**NEDA Regional Office IV-A
Calamba City, Laguna**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section I. Invitation to Bid.....	5
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	28
Section VII. Technical Specifications	32
Section VIII. Checklist of Technical and Financial Documents	34
Section IX. Bidding Forms	37

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*. (Updated 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. (Updated 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. (Updated 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. (Updated 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. (Updated 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. (Updated 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*. (Updated 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

National Economic and Development Authority
Region IV-A (CALABARZON)

**INVITATION TO BID FOR SUPPLY AND DELIVERY OF ONE
BRAND NEW SERVICE VEHICLE TO THE NATIONAL
ECONOMIC AND DEVELOPMENT AUTHORITY REGIONAL
OFFICE IV-A**

1. The *National Economic and Development Authority (NEDA), Regional Office IV-A*, through the *National Expenditure Program, FY 2022*, intends to apply the sum of **Two Million Five Hundred Pesos (PHP 2,500,000.00)**, being the proposed ABC to payment under the contract for the **Supply and Delivery of One Brand New Service Vehicle to the National Economic and Development Authority Regional Office IV-A**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

The Contract to be awarded shall be subject to:

[a] existing DBM Guidelines on Cash-Based Budgeting (NBC No. 583 dated 4 January 2022) and other relevant regulations. Accordingly, the contract period shall commence upon receipt of the Notice to Proceed.

[b] GPPB Guidelines on the implementation of Early Procurement Activity (GPPB Circular 06-2019) which provides that this contract may only be awarded upon the approval and effectivity of the 2022 GAA or the reenacted budget and the ABC therefore remains without any reduction. In the event that the amount authorized for this procurement has been reduced, the project may still be awarded to the recommended winning bidder if the contract price is within the amount authorized in the GAA or the reenacted budget.

2. The *NEDA Regional Office IV-A*, now invites bids for the above Procurement Project. Delivery of the Goods is required within *thirty (30) calendar days* from receipt of *Notice to Proceed*. Bidders should have completed a contract similar to the Project within *four (4) years* prior to the date of submission and receipt of bids. 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 Updated 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”.
4. 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.

5. A complete set of Bidding Documents may be acquired by interested Bidders from ***December 3 to December 22, 2021 from 9:00 a.m. to 4:00 p.m., Monday to Friday*** at the address below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***PhP2,500.00***. *The payment of the non-refundable fee for the Bidding Documents is through cash or bank deposit.*

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means not later than ***December 22, 2021, 12:00 noon***.

The Bid Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The ***NEDA Regional Office IV-A***, will hold a ***Pre-Bid Conference via Zoom virtual meeting*** with all interested bidders on ***December 10, 2021 at 2:00 p.m.*** The Zoom Meeting ID and passcode will be provided upon request of the prospective bidders.
7. ***Hard copies of Bids*** must be duly received by the BAC Secretariat at the office address indicated below, on or before ***12:00 noon of December 22, 2021***. 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 ***December 22, 2021, at 1:30 p.m.*** Actual opening of bid documents will be at the ***NEDA Makiling Hall, NEDA Region IV-A Building, Barangay Milagrosa, Calamba City, Laguna***. Opening of bids will be shared ***via Zoom with the bidders' representatives***. The bidders shall appoint their authorized representative/s who may ***attend the physical or virtual opening of bids***, and NEDA Regional Office IV-A shall provide the meeting link. The authorized representative should present an authorization letter from the owner/bidder.
10. The ***NEDA Regional Office IV-A***, 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 Updated 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

JONALYN U. SIBUCAO

Secretariat, Bids and Awards Committee

*NEDA Region IV-A Building, Barangay Milagrosa (Tulo),
Calamba City, Laguna 4027*

Email: gs.neda4a@gmail.com

Telephone No.: (049) 502-0250

Fax: (049) 502-0289

Website: <https://calabarzon.neda.gov.ph/>

12. You may visit the following websites:

For downloading of Bidding Documents: *PhilGEPS Website*

<https://calabarzon.neda.gov.ph/>

December 2, 2021



VALTER L. MORADA

Chairperson, NEDA IV-A BAC and

OIC-Assistant Regional Director, NEDA IV-A

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *NEDA Regional Office IV-A* wishes to receive Bids for the Supply and Delivery of One Brand New Service Vehicle to the National Economic and Development Authority Regional Office IV-A.

The Procurement Project, “Supply and Delivery of One Brand New Service Vehicle” is composed of one lot 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 *FY 2022* in the amount of *Two Million Five Hundred Thousand Pesos (PhP2,500,000.00)*.

2.2. The source of funding is the **National Expenditure Program for FY 2022**.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its Updated 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 Updated 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 Updated 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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the Updated 2016 Revised 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

Subcontracting is not allowed under this Procurement Project.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on December 10, 2021 at 2:00 p.m via Zoom virtual meeting 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 **four (4) years** prior to the deadline for the submission and receipt of bids. The SLCC shall be supported by its respective Notice of Award(s)/Purchase Order(s)/Contract(s).

- 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 Updated 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.

12. Bid Prices

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

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **April 21, 2022**. 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

- 15.1 Each Bidder shall submit ***“COPY OF ELIGIBILITY DOCUMENTS”, “ORIGINAL TECHNICAL PROPOSAL”, and “ORIGINAL FINANCIAL PROPOSAL”***, of the first and second components of its Bid.
 - 15.1.1 Each Bidder shall submit additional copies of the Eligibility Documents, Technical Proposal, and Financial Proposal, and clearly mark them ***“COPY NO. 1 AND 2 - ELIGIBILITY DOCUMENTS”, “COPY NO. 1 and 2 – TECHNICAL PROPOSAL”, and “COPY NO. 1 AND 2 -FINANCIAL PROPOSAL”***. *In the event of any discrepancy between the original and the copies, the original shall prevail. The total number of copies to be submitted is three (3), one (1) original and two (2) certified photocopies of the bids.*
- 15.2 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.
- 15.3 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.

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address 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 Updated 2016 Revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the Updated 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 Updated 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 Updated 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 Updated 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 having several items that 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 Updated 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 Updated 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and delivery of brand new motor vehicle to both public and private offices; and b. completed within four (4) years prior to the deadline for the submission and receipt of bids.
7.1	Not Applicable. Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP at <i>NEDA Region IV-A, Barangay Milagrosa (Tulo), Calamba City, Laguna.</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Php50,000.00</i>, 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 <i>Php125,000.00</i>, if bid security is in Surety Bond.
15.2	Each bidder shall submit three (3) copies of bids, one (1) original and two (2) certified copies of its Eligibility Documents, Technical Proposal, and Financial Proposal
19.3	Supply and Delivery of One Brand New Service Vehicle to the National Economic and Development Authority Regional Office IV-A. ABC is <i>Php2,500,000.00</i>
19.5	<p>The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, is calculated as follows: $\text{NFCC} = [(\text{Current assets minus current liabilities}) \times (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.</p>

	If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC for bidding. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.
20.1	If applicable, the bidder is required to submit, as part of the post-qualification requirements, proof of the following: <ol style="list-style-type: none"> 1. Authority to sell/franchise dealership of the vehicle being offered; 2. That the BRAND of motor vehicle being offered has been existing in the Philippines for at least 20 years; and 3. List of Service Centers located within South Luzon and Metro Manila.
21.1	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 Updated 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 Updated 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 Updated 2016 Revised 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 Updated 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 Updated 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	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad,</i> “The delivery terms applicable to the Contract are DDP delivered at the NEDA Region IV-A, Barangay Milagrosa (Tulo), Calamba City, Laguna, Philippines. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines,</i> “The delivery terms applicable to this Contract are delivered at the NEDA Region IV-A, Barangay Milagrosa (Tulo), Calamba City, Laguna. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mary Crezel A. Prangan/Jonalyn U. Sibucan.</p> <p>Incidental Services – as applicable</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

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.

Spare Parts – as applicable

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) weeks of placing the order.</p>
2.2	<p>Full payment of the contract price, net of retention payment, shall be paid after the issuance of the following:</p> <ol style="list-style-type: none"> 1. Billing/Invoice statement by the Supplier; and 2. Certificate of Satisfactory Service issued by NEDA.
3	<p>Performance Security</p> <p>In accordance with Section 39 of the 2016 Revised IRR of RA 9184, and to guarantee the faithful performance by the winning bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.</p> <p>The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following forms and percentage:</p> <ol style="list-style-type: none"> a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank – not less than five percent (5%) of the Total Contract Price b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank – not less than five percent (5%) of the Total Contract Price c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security - not less than thirty percent (30%) of the Total Contract Price <p>Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, as applicable, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award.</p> <p>However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.</p>

4	<p>The inspections and tests that will cover the following:</p> <ol style="list-style-type: none"> 1. Physical condition of Goods 2. Conformity of Goods to the Technical Specifications 3. Authenticity of Goods 4. Whether Goods delivered are functioning <p>The procuring entity requires that a service/technical support from the supplier must be present during the delivery and to assist in the physical inspection of the units delivered.</p> <p>The Supplier shall replace the whole unit if one of its components is found defective.</p>
5.1	<p>All units including its components must be branded and must conform to the specified standards mentioned in Section VII Technical Specifications.</p> <p>Furthermore, product models proposed for the service vehicle must belong to the “Business” or “Corporate” category of that brand and not in the consumer category.</p> <p>The obligation for the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of total payment, or a special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.</p> <p>For the warranty period, please refer to the Technical Specifications (Section VII).</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply and Delivery of One Brand New Service Vehicle to the National Economic and Development Authority Regional Office IV-A <i>Please see attached Terms of Reference for guidance.</i>	1 unit	PhP2,500,000.00	Within thirty (30) calendar days after receipt of the Notice to Proceed

CONFORME:

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF ONE BRAND NEW SERVICE VEHICLE TO THE NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA), REGIONAL OFFICE IV-A

I. SCOPE OF WORK

The works to be performed shall consist of all activities including configuration, coordination and supervision for the supply and delivery of service vehicle for **National Economic and Development Authority (NEDA), Regional Office IV-A** including but not limited to:

1. Supply and delivery of service vehicle within thirty (30) calendar days from the receipt of Notice to Proceed;
2. Supervision of the testing of service vehicle at the supplier's cost;
3. Provide training of at least one hour on proper operation, maintenance and troubleshooting for the service vehicle at the supplier's cost; and
4. Provide manuals, hand-outs and other peripherals for service vehicle.

II. DELIVERABLES

1. Deliver the service vehicle to NEDA Regional Office IV-A, located at Barangay Milagrosa (Tulo), Calamba City Laguna within thirty (30) calendar days from the receipt of the Notice to Proceed;
2. Assist NEDA Regional Office IV-A in securing the Third Party Liability (TPL) and comprehensive insurance coverage with the GSIS within thirty (30) calendar days from formal receipt of the delivered vehicle to NEDA Regional Office IV-A;
3. Shoulder the payment of CTPL and comprehensive insurance coverage with the GSIS for the first year;
4. Register the vehicles with the Land Transportation Office (LTO) within thirty calendar days from receipt of GSIS TPL insurance policy;
5. Shoulder the cost of registration of the vehicles with the LTO for the first three years; and
6. Ensure the extension of validity of conduction stickers in case of delay in the release of LTO registration documents/plates to enable NEDA Regional Office IV-A to use the vehicle;
7. Conduct of Test-run of service vehicle;
8. Warranty card should be turned-over to NEDA Regional Office IV-A on the same date of delivery of vehicle; and
9. Conduct of training for assigned personnel on service vehicle's maintenance and troubleshooting for at least one hour;

III. TECHNICAL SPECIFICATIONS

QTY	SPECIFICATIONS	
1 unit	PASSENGER VAN-BRAND NEW	
	Color:	Silver Metallic
	Transmission:	6 speed Manual
	Seating capacity:	At least 12
	Engine Displacement	2700 to 3000 cc
	Fuel Type:	Diesel
	Safety features:	Side door impact beams SRS Airbags: driver and passengers ABS (Anti-Lock Brake System): EBD
	Tires:	235/65R16C
	Air Conditioning System:	Dual, Front Manual Control
	Inclusion:	<ul style="list-style-type: none">• Three-year LTO registration• Three years warranty on parts and services• Standard Tools, Tint, Floor Matting, emergency warning devices (EWD)• Payment of CTPL and comprehensive insurance coverage with the GSIS for the first year

IV. MODE OF PROCUREMENT

The procurement shall be undertaken through Public/Competitive Bidding.

V. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **Two Million Five Hundred Pesos (PHP 2,500,000.00)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs.

VI. QUALIFICATIONS OF SUPPLIER

The supplier is required to submit, as part of the post-qualification requirements, proof of the following:

1. Authority to sell/franchise dealership of the vehicle being offered;
2. That the BRAND of motor vehicle being offered has been existing in the Philippines for at least 20 years; and
3. List of Service Centers located within South Luzon and Metro Manila.

VII. OTHER TERMS AND CONDITIONS

The supplier is required to provide all of the following services, including additional services, if any, specified in the schedule of requirements:

1. Provide a detailed operations and maintenance manual for each appropriate unit of the supplies service vehicle;
2. In case the service vehicle breaks down, the supplier shall provide sufficient supply of appropriate parts and local technicians for the whole duration of the contract or warranty period;
3. Provide open credit line for the preventive maintenance service for three years or until the warranty expires.

VIII. RESPONSIBILITY OF NEDA IV-A

Pay the supplier in accordance with section IX of this TOR.

IX. PAYMENT SCHEME

One-time payment to the Supplier shall be made after completion of delivery and upon acceptance of NEDA Regional Office IV-A, subject to the submission of complete documentary requirements for payment.

X. LIQUIDATED DAMAGES

In case of delay and/or failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%), the agency reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XI. ADDITIONAL INFORMATION

1. Alternative Bids shall be rejected. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two or more separate envelopes.
2. Tie-Breaking Method will be used pursuant to GPPB Circular 06-2005. In all cases, the measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance. The procuring entity may use “draw lots” or similar methods of chance in the event two or more bids have been post-qualified as the Lowest Calculated and Responsive Bids.

Section VII. Technical Specifications

Technical Specifications

Supply and Delivery of One Brand New Service Vehicle to the National Economic and Development Authority Regional Office IV-A

Item	Specification	Statement of Compliance (Bidders must state here either "Comply" or "Not Comply")
<p>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</p>		
1	<p>Color: Silver Metallic Transmission: 6 speed Manual Seating capacity: At least 12 Engine Displacement: 2700 to 3000 cc Fuel Type: Diesel Safety features: Side door impact beams SRS Airbags (driver and passenger) ABS (Anti-Lock Brake System): EBD Tires: 235/65R16C Air Conditioning System: Dual, Front Manual Control Inclusion:</p> <ul style="list-style-type: none"> • Three years LTO registration • Three years' warranty on parts and service • Standard Tools, Tint, Floor Matting, EWD • Payment of CTPL and comprehensive insurance coverage with the GSIS for the first year 	

CONFORME:

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

ITEM NO.	DOCUMENTS	PRESCRIBED FORMS
<u>Class “A” Documents</u>		
Legal Documents		
1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages, including its Annexes); or	-
	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and	-
	Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and	-
	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).	-
Technical Documents		
2	Statement of the bidder of all its ongoing government and private contracts , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.	ANNEX A
3	Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid , except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents.	ANNEX B
4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and	ANNEX C
5	Conformity with the Schedule of Requirements	Section VI of the Philippine Bidding Documents
6	Conformity with the Technical Specifications	Section VII of the Philippine Bidding Documents
7	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.	ANNEX D

Financial Documents		
8	The Bidder's audited financial statements , showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.	-
9	The bidder's computation of Net Financial Contracting Capacity (NFCC) ; or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation	-
Class "B" Documents		
10	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.	ANNEX E
Other documentary requirements under RA No. 9184 (as applicable)		
11	<i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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	-
12	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	-

II. FINANCIAL COMPONENT ENVELOPE

ITEM NO.	DOCUMENTS	PRESCRIBED FORMS
1	Original of duly signed and accomplished Financial Bid Form.	ANNEX F
2	Original of duly signed and accomplished Price Schedule(s).	ANNEX G

Section IX. Bidding Forms

ANNEX A

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) **If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.**
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

ANNEX B

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _____ has the largest completed contract within **the last five years**:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids.
In the column for "End-User's Acceptance", indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

- b) **Contract similar to the Project shall be supply and delivery of brand new motor vehicle to both public and private offices.**

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

SUBSCRIBED AND SWORN to before me, in the city of _____, this _____ day of _____, 2021, by the Affiant who is personally known to me and who exhibited his/her (any competent evidence of identity) issued by (issuing agency) on (date of issue) at (place of issue).

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Omnibus Sworn Statement
[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized

representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2021 at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me, in the city of _____, this _____ day of _____, 2021, by the Affiant who is personally known to me and who exhibited his/her (any competent evidence of identity) issued by (issuing agency) on (date of issue) at (place of issue).

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

FORMAT OF JOINT VENTURE AGREEMENT (JVA)

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

-and-

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA) REGIONAL OFFICE NO. IV-A.

NAME OF PROJECT	ABC

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that (Name of Company) shall act as the lead organization and (Name of Company) as partner organization; and (Name of Company), as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NEDA Regional Office No. IV-A on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that (Name), (Position), of (Name of Company), shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties or in the event of an unsuccessful bidding.

In witness thereof, we have hereunto affixed our signatures this ____ day of _____ 2021 at _____.

(Name of Company)
by:

(Name)
(Position)

(Name of Company)
by:

(Name)
(Position)

WITNESSES:

(Signature of Witness)
(Name of Witness)

Address:

(Signature of Witness)
(Name of Witness)

Address:

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the (City/Province/Municipality) of _____ this ____ day of _____ 2021, personally appeared:

NAME	ID PRESENTED/EXPIRATION	PLACE OF ISSUE

known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2021.

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

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

PRICE SCHEDULE

Name of Bidder: _____ *Project Identification No:* _____

**SUPPLY AND DELIVERY OF ONE BRAND NEW SERVICE VEHICLE
TO THE NATIONAL ECONOMIC AND DEVELOPMENT
AUTHORITY REGIONAL OFFICE IV-A**

QTY.	PARTICULARS	BRAND AND MODEL	UNIT PRICE (in PhP)	TOTAL BID per line item (in PhP)
1 unit	Supply and Delivery of One Brand New Service Vehicle to the National Economic And Development Authority Regional Office IV-A			
TOTAL BID			PHP _____	

***Note:** The Bidder shall provide the total bid amount, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs*

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

