

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition
July 2020

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.



**Department of Trade and Industry
Regional Office III**

SECTION I. INVITATION TO BID

**Supply and Delivery of
One (1) unit Brand New Motor Vehicle (Pick-up) for DTI
Region 3**

1. The *Department of Trade and Industry Region 3*, through the *General Appropriations Act of the Philippines* intends to apply the sum of *Two Million Four Hundred Pesos (Php 2,400,000.00)*, tax inclusive, being the ABC to payments under the contract for *BD24-005*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Department of Trade and Industry Region 3* now invites bids for the above Procurement Project. Delivery of the Goods is required *within thirty (30) days upon receipt of the Notice to Proceed*. Bidders should have completed a contract similar to the project within two (2) 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 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 *Department of Trade and Industry Region 3* and inspect the Bidding Documents at the address given below during office hours *Monday to Friday, 8:00 AM to 5:00 PM*.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 22, 2024* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00)*.

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

6. The *Department of Trade and Industry Region 3* will hold a Pre-Bid Conference¹ on *November 29, 2024, 9:30am* PST at *DTI Regional Office 3, Malikhain Street corner Maagap Street, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga* which will be simultaneously broadcasted via zoom teleconference (zoom link to be provided), which shall be open to prospective bidders. *Prospective bidders are advised to send a letter of intent containing the names and email address of interested participants on or before the given date above.*
7. Bids must be duly received by the BAC Secretariat *through manual submission* at the address below on or before *December 13, 2024, 9:00AM* P.S.T. 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 13, 2024, 9:30am* PST at DTI Regional Office 3, Malikhain Street corner Maagap Street, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga *which will be simultaneously broadcasted via zoom teleconference (zoom link to be provided)*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Department of Trade and Industry Region 3* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Nanette D. Linatoc/Ma. Providencia P. Dizon/Jan Ricardo I. Pilarca/ Carla Pangan
Bids and Awards Committee Secretariat
Department of Trade and Industry – Region 3
Malikhain Street corner Maagap Street,
Diosdado Macapagal Government Center,
Maimpis, City of San Fernando, Pampanga
Telephone No. +63(45) 625-9290
E-mail Address: R03@dti.gov.ph, nanettelinatoc@dti.gov.ph,
janpilarca@dti.gov.ph,ma.providenciadizon@dti.gov.ph,
carlacunananpangan@dti.gov.ph

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



DIR. RICHARD V. SIMANGAN
Chairperson
DTI- 3 Bids and Awards Committee



DC GERARDO P. MAGLALANG
Vice - Chairperson
DTI- 3 Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF TRADE AND INDUSTRY – REGION 3**, wishes to receive Bids for the ***Supply and Delivery of One (1) unit Brand New Motor Vehicle (Pick-up) for DTI Region 3***, with identification number ***BD24-005***.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, 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 in the **BDS** in the amount of ***Two Million Four Hundred Pesos (PhP 2,400,000.00), inclusive of taxes and freight charges***.

2.2. The source of funding is the **General Appropriations Act of 2024**.

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 exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 equivalent to *at least fifty percent (50%) of the ABC*.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 one hundred twenty (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.

² 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.

15. Sealing and Marking of Bids

Each Bidder shall **submit one (1) original and two (2) copies** of the first and second components of its Bid. All submitted bid envelopes shall be marked, labeled and sealed.

All bidders are requested to include index tabs on the contents of the envelopes.

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.

15.1. All envelopes shall:

- a. contain the name of the contract to be bid in capital letters;
- b. bear the name and address of the Bidder in capital letters;
- c. bear the specific identification of this bidding process indicated in the **ITB**

16. Deadline for Submission of Bids

16.1. The Bidders shall manually submit its bid on the specified date and time and at the physical address of the Procuring Entity.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC

shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. The descriptions of the lot shall be indicated in Section VII (Technical Specifications), although the ABCs of this lot 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 participated in by the prospective Bidder. NFCC must not be lower than the ABC.
- 19.3. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.4. 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 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 participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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 (if any) 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 (if any) are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Supply and Delivery of Motor Vehicle</i></p> <p>b. completed within 2 years prior to the submission and receipt of bids which must be accompanied by a copy of the Official Receipt (O.R.) or Certificate of Acceptance by the end-user or Sales Invoice (S.I.) issued for the Contract.</p>								
7.1	<i>Sub-contracting is not allowed.</i>								
10	<p>Instructions regarding indexing of Eligibility and Technical Components: The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid. The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">ENVELOPE NO. 1 TECHNICAL COMPONENT</td> </tr> <tr> <td></td> <td style="text-align: center;">CLASS "A" DOCUMENTS</td> </tr> <tr> <td style="text-align: center;">INDEX TABS</td> <td style="text-align: center;">LEGAL DOCUMENTS</td> </tr> <tr> <td style="text-align: center;">I-1</td> <td> Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) Or, in lieu of the Platinum PhilGEPS Certificate: </td> </tr> </table>	ENVELOPE NO. 1 TECHNICAL COMPONENT			CLASS "A" DOCUMENTS	INDEX TABS	LEGAL DOCUMENTS	I-1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) Or, in lieu of the Platinum PhilGEPS Certificate:
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	<table border="1"> <tr> <td data-bbox="443 259 536 472">1- 1.a</td> <td data-bbox="536 259 1426 472">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,</td> </tr> <tr> <td data-bbox="443 472 536 674">I-1.b</td> <td data-bbox="536 472 1426 674">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</td> </tr> <tr> <td data-bbox="443 674 536 842">I-1.c</td> <td data-bbox="536 674 1426 842">Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</td> </tr> </table>	1- 1.a	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,	I-1.b	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	I-1.c	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
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I-1.c	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).						
I-2	<p style="text-align: center;">TECHNICAL DOCUMENTS</p> <p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"> 1. Copies of the Contracts; and <p>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <ol style="list-style-type: none"> 2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) <p>(For private contracts, NOA or NTP shall not be required.)</p>						

I-3	<p>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 two (2) years prior to the date of bid submission. The SLCC must be at least Fifty percent (50%) of the approved budget for the contract (ABC) or One Million Two Hundred Thousand Pesos Only (₱1,200,000.00).</p> <p>Supporting Document/s: The statement shall be supported by a copy/(ies) of the Official Receipt (O.R.) or Certificate of Acceptance by the end-user or Sales Invoice (S.I.) issued for the Contract</p>
I-4	<p>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</p>
I-5	<p>Conformity with the Schedule of Requirements (Accomplish/use form in Section VI), duly signed or initialed</p>
I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable, duly signed or initialed</p> <p>(use Accomplish/use form in Section VII)</p>
I-6-a, I-6-b, I-6-c, Etc	<p>Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.</p>

I-7	<p>Original duly signed Omnibus Sworn Statement (OSS)</p> <p>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase “competent evidence of identity” refers to the identification of an individual based on any of the following: “at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx”</p> <p>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</p>
I-8	<p>Company profile which shall include information on the number of years in the business and the list of its officers. Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>
I-9	<p>Authority of the representative/signatory</p>
FINANCIAL DOCUMENTS	
I-10	<p>The Supplier’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</p>

I-11	<p>The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);</p> <p style="text-align: center;">NFCC = [(Current Assets minus Current Liabilities) x 15] 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 bidder’s current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p>(The NFCC shall be based on the 2020 or 2021 Audited Financial Statement, whichever is the latest available. Bidders shall attach the Audited Financial Statement actually used to the NFCC Computation.)</p> <p>or</p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</p>
	Class “B” Document
I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p>or</p> <p>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.</p>
12	The price of the Goods shall be quoted DDP <i>within DTI 3 Regional Office</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	<p>a. The amount of not less than Forty-Eight Thousand Pesos (₱48,000.00) or <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p>

	b. The amount of not less than One-Hundred Twenty Thousand Pesos (₱120,000.00) or (5%) of <i>ABC</i> if bid security is in Surety Bond.
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Instructions re: Sealing and Marking of bids:

Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof.

TECHNICAL COMPONENT

BID FOR THE

Supply and Delivery of One (1) unit Brand New Motor Vehicle (Pick-up) for DTI Region 3

BD24-005

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

DIR. RICHARD V. SIMANGAN
Chairperson
DEPARTMENT OF TRADE AND INDUSTRY – REGION 3
BIDS AND AWARDS COMMITTEE

DO NOT OPEN BEFORE **December 13, 2024**

Check one:

- Original – Technical Component
 Copy No. 1 – Technical Component
 Copy No. 2 – Technical Component

The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:

FINANCIAL COMPONENT

BID FOR THE

Supply and Delivery of One (1) unit Brand New Motor Vehicle (Pick-up) for DTI Region 3

BD24-005

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

DIR. RICHARD V. SIMANGAN
Chairperson
DEPARTMENT OF TRADE AND INDUSTRY – REGION 3
BIDS AND AWARDS COMMITTEE

DO NOT OPEN BEFORE **December 13, 2024**

Check one:

- Original – Financial Component
 Copy No. 1 – Financial Component
 Copy No. 2 – Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

BID FOR THE

Supply and Delivery of One (1) unit Brand New Motor Vehicle (Pick-up) for DTI Region 3

BD24-005

*[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]*

DIR. RICHARD V. SIMANGAN
Chairperson
DEPARTMENT OF TRADE AND INDUSTRY – REGION 3
BIDS AND AWARDS COMMITTEE

DO NOT OPEN BEFORE **December 13, 2024**

19.2	One (1) Lot– <i>Supply and Delivery of One (1) unit Brand New Motor Vehicle (Pick-up) for DTI Region 3</i>
20.2	No further instructions.
21.2	No further instructions.

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.

The Contract shall be between the Procuring Entity and the Supplier for the ***Supply and Delivery of One (1) unit Brand New Motor Vehicle (Pick-up) for DTI Region 3***

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 is not allowed except in the instances provided in Sec. 4 of Annex D in the 2016 Revised IRR of RA 9185

2.2. The terms of payment are indicated in the **SCC**.

3. Performance Security

Successful bidder shall submit performance security within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the Contract by both parties. The performance security shall be in any forms prescribed in Section 39.2 f the 2016 revised IRR of R.A. No. 9184.

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 schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
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Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
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.	
(a) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect 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. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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**. In no case shall the warranty for goods be less than one year from the date of the delivery.

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. Upon notification of warranty claims, it is the responsibility of the supplier to replace said defective equipment or parts thereof within the warranty period, but in no case more than one month of notification.

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.

Damage to the goods being procured while in transit or in storage, before said goods are delivered and accepted by procuring entity, shall be borne by the Supplier, even during events arising out of force majeure. Prior to acceptance of goods, any insurance premiums payable shall be borne by the Supplier.

Delivery costs shall be borne by the supplier, including incidental costs of transportation and storage, before said goods are accepted by the procuring entity.

Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	“The delivery terms applicable to this Contract are delivered <i>to DTI – 3 Regional Office</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). The schedule of delivery counts from the day the Notice to Proceed is received and acknowledged by the supplier or its representative, whether physically or electronically.
	<p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>DTI- 3 Regional Office Admin Head</i>.</p> <p>Where the Supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension <i>which may only be granted on exceptional cases</i> is hereby in default under the contract, the Supplier shall pay DTI for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach ten percent (10%) of the contract amount, DTI may, at its own discretion, terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Supplier.</p> <p>To be entitled to such liquidated damages, DTI does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Supplier under the contract and/or shall be paid by the Supplier within five (5) days from notice of such default, whichever is convenient to the DTI.</p>
	Incidental Services –
	<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> <p>(a)Service Requirements</p> <ol style="list-style-type: none"> 1. Available Repair and Service Center within the City of San Fernando, Pampanga and Region-wide 2. Parts available within Pampanga and in the country 3. 24/7 Vehicle Service Center available nationwide 4. Standard Quality Services

5. Vehicle ready and available for release within maximum of one (1) month
6. Brand new vehicle

- (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

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.

Spare Parts –

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

- (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.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

	Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.
	The items to be delivered must be free of any damages.
	Damaged items should be replaced one (1) week upon receipt of notice. It is also subject for inventory and inspection by the DTI-3 Regional Office Inspector.
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>The outer packaging must be clearly marked on at least four (4) sides if applicable as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications, if any</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit or while in storage, prior to acceptance by the procuring entity’s representative. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Unloading of goods, arrangement of cables or electric parts at the project site or final destination shall be the responsibility of the Supplier, in coordination with the procuring entity.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
	<p>The inspections and tests that will be conducted are <i>done during the actual delivery of the equipment to ensure that they meet all the specifications as defined in the Section VII Technical Specification.</i></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	Unit	Item	Place of Delivery	Date of Delivery
1)	1 unit	PICK-UP TRUCK (Brand New)	DTI – Regional Office, Malikhain St. cor. Maagap St. DMGC, Brgy. Maimpis, City of San Fernando, Pampanga	Delivery is within 30 days from issuance and receipt of Notice to Proceed.

Please state compliance to the Schedule of Requirements

Name of Supplier hereby states its compliance to the abovementioned Schedule of Requirements, its delivery schedule and special conditions of the contract.

Name of Authorized Representative/Supplier Signed

Section VII. Technical Specifications

Item	QTY	UNIT	PARTICULARS	Statement of Compliance
1)	1	Unit	<ul style="list-style-type: none"> • 1 unit PICK-UP TRUCK (Brand New) • Color: White • Engine displacement not lower than 2800cc, not exceeding 3000cc (diesel) • Euro Standard: Euro 4 • Number of Cylinders 4 • Number of Valves 16 • Transmission Category 6-Speed Automatic Transmission • 4 Wheel Drive • Max Output (HP) 200 hp @ 3,000 rpm • Max Torque (nm) 300 - 550 Nm @ 1,500 - 2,800 rpm • Top Speed 175 km/hr • Fuel Type Diesel • Fuel Capacity Min 65 Liters • Fuel Consumption: Max 8.0 L/100 km • Dimensions: Dealers' standards • Wheelbase: 3,085 mm • Minimum Ground Clearance: 185 mm • Number of Doors: 4+1 • Seating Capacity: 5 • Wheels Metal Type: Alloy • Airconditioning System: Dual Zone • Entertainment System: Dealers' standard • Navigation: with GPS • All power (steering, window, door, mirror) • Availability of parts for at least 7 years from the time the production of said model ceases • Others: (LTO registration, insurance, matting, EWD, mudguards, tint, tools) 	<p>[Bidders must state here either each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. evidence in a Bidders Bid and cross referenced to that evidence. Evidence 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</p>
			<p>Fees and Other Services</p> <ol style="list-style-type: none"> 1. Free LTO Registration for 3 years 2. 1-year Comprehensive Insurance 3. 3-5 years Warranty and Maintenance 	

for prosecution subject to the applicable laws and issuances.

			<p>Service Requirements</p> <ul style="list-style-type: none"> 7. Available Repair and Service Center within the City of San Fernando, Pampanga and Region-wide 8. Parts available within Pampanga and in the country 9. 24/7 Vehicle Service Center available nationwide 10. Standard Quality Services 11. Vehicle ready and available for release within maximum of one (1) month 12. Brand new vehicle

Please state compliance to the Technical Specifications

Name of Supplier hereby states its compliance to the abovementioned Technical Specifications for all items.

Name of Authorized Representative/Supplier
Signed

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) 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
- (c) 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
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Schedule of Requirements (Section VI); **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (n) Original of duly signed and accomplished Financial Bid Form; **and**
- (o) Original of duly signed and accomplished Price Schedule(s).

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

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

