



Republic of the Philippines  
**Department of the Interior and Local Government**  
Regional Office XIII – Caraga Region  
Brgy. Doongan, Butuan City, Philippines

# **PHILIPPINE BIDDING DOCUMENTS**

**for**

**The Procurement of Vehicles for the  
DILG Caraga Office Use  
2024-05-178**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – **Government** Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***





Republic of the Philippines  
**Department of the Interior and Local Government**  
Region 13 (Caraga)

**INVITATION TO BID**  
FOR

**The Procurement of Vehicles for the DILG Caraga  
Office Use**

1. The **Department of the Interior and Local Government (DILG) Region XIII - Caraga** through the **General Appropriations Act (GAA) FY 2024**, intends to apply the sum of **Three Million Six Hundred Thousand Pesos (Php 3,600,000.00)** being the ABC to payments under the contract for **The Procurement of Vehicles for the DILG Caraga Office Use** with project number **2024-05-178**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DILG XIII-Caraga Regional Office** now invites bids for the above Procurement Projects, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Delivery, testing and inspection shall be delivered within **sixty (60) calendar days**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the office of **DILG XIII-Caraga Regional Office** and inspect the Bidding Documents at the address given

below during working hours from 8:00 AM to 5:00 PM, Mondays to Fridays, except holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **31 May 2024** from the given address 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) only**. A bidder is allowed to pay the applicable fee via cash at the Procuring Entity's Office and shall present a proof of payment to the BAC Secretariat on or before the deadline of submission of bid, or they may send a copy thru the email address given below.
6. The DILG XIII- Caraga Region will hold a **Pre-Bid Conference** on **10 June 2024, at 1:00 PM** at the **Local Government Regional Resource Center (LGRRC) of DILG XIII-Caraga Regional Office, Butuan City**.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the **DILG XIII-Caraga Regional Office, Purok 1-A, Barangay Doongan, Butuan City, on or before 1:00 PM of 24 June 2024. 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 **24 June 2024, 1:30 PM** at the office address of the Procuring Entity stated below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DILG XIII-Caraga Region** 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:

**BIDS AND AWARDS COMMITTEE**

DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT XIII

CARAGA REGIONAL OFFICE

Purok 1-A, Barangay Doongan, Butuan City

[documents.dilg13@gmail.com](mailto:documents.dilg13@gmail.com)

(085) 975 9230

<http://caraga.dilg.gov.ph/>

12. You may visit the following websites:

For downloading of Bidding Documents:

- a. DILG XIII-Caraga website: <http://caraga.dilg.gov.ph/>
- b. PhilGEPS website at <https://philgeps.gov.ph/>

***Issued this 31<sup>st</sup> day of May 2024.***

  
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**RAY GREGORY R. JARANILLA**  
*Chairperson, Bids and Awards Committee*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Department of the Interior and Local Government (DILG) Region XIII-Caraga**, wishes to receive Bids for the **Procurement of Vehicles for DILG Caraga Office Use**, with identification number **2024-05-178**

The Procurement Project (referred to herein as “Project”) is composed of **two (2) lots**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2024* in the total amount *Three Million Six Hundred Thousand Pesos (Php 3,600,000.00)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address DILG XIII- Caraga Regional Office, Purok 1-A, Barangay Doongan, Butuan City.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

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

## 13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in:

- a. **Philippine Pesos.**



## **14. Bid Security**

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

## **15. Sealing and Marking of Bids**

Each Bidder shall submit **three (3) copies** of the first and second components of its Bid.

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

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

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time 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 2016 revised IRR of RA No. 9184 shall prevail.

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.2. 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 required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Procurement of Vehicles for DILG Caraga Office Use</b></li> <li>b. Completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>									
7.1	Subcontracting is not allowed									
12	The price of the Goods shall be quoted DDP DILG Regional Office XIII – Caraga Region, or the applicable International Commercial Terms (INCOTERMS) for this Project.									
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"> <li>a. The amount of not less than <b>Seventy-Two Thousand Pesos (Php 72,000.00)</b>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>One Hundred Eighty Thousand Pesos (Php 180,000.00)</b> if bid security is in Surety Bond.</li> </ul>									
19.3	<p>Project/Brief Description: Procurement of Vehicles for the DILG Caraga Office Use, as per Technical Specifications:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 50%;">Item Description</th> <th style="width: 40%;">Approved Budget for the Contract (ABC) in Php, inclusive of all applicable taxes and other charges</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Pick-Up Vehicle</td> <td style="text-align: right;">1,800,000.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Multi-Purpose Vehicle</td> <td style="text-align: right;">1,800.000.00</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;">(Bids received in excess of all above amount shall be automatically rejected at the bid opening, or during bid evaluation)</p>	Lot No.	Item Description	Approved Budget for the Contract (ABC) in Php, inclusive of all applicable taxes and other charges	1	Pick-Up Vehicle	1,800,000.00	2	Multi-Purpose Vehicle	1,800.000.00
Lot No.	Item Description	Approved Budget for the Contract (ABC) in Php, inclusive of all applicable taxes and other charges								
1	Pick-Up Vehicle	1,800,000.00								
2	Multi-Purpose Vehicle	1,800.000.00								
20.2	For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the DILG XIII-Caraga Regional BAC that it submitted the LCB:									

	<p>1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS):</p> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p> <p>2. Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex "A" documents.</p> <p>3. Other appropriate licenses and permits required by law.</p>
21.2	<p>a. The cost proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid.</p> <p>b. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, the written in words shall prevail.</p> <p>c. The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be schedule for one (1) day and the sequence of bidding will be as follows:</p> <ul style="list-style-type: none"> <li>• Opening of Eligibility and Technical Documents</li> <li>• Opening of Financial Bids</li> </ul> <p>d. The Contract will be awarded to the bidder who is declared as the "Lowest Calculated and Responsive Bid".</p> <p>e. In case of a tie, after the Post Qualification the provision of the GPPB circular 06-2005 (Tie Breaking Method) shall apply e.g. coin toss.</p> <p>f. A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified.</p>

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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



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

## **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p>The Procuring Entity's address for Notices is:</p> <p>Department of the Interior and Local Government Region XIII Caraga Regional Office Purok 1-A, Barangay Doongan, Butuan City Email: <a href="mailto:documents.dilg13@gmail.com">documents.dilg13@gmail.com</a> Telephone: (085) 975 9230 Website: <a href="http://caragaA.dilg.gov.ph/">http://caragaA.dilg.gov.ph/</a></p>
2	<p>Additional requirements for the completion of this Contract shall be provided below.</p>
	<p><b>Delivery and Documents -</b></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>The delivery terms applicable to the Contract are DDP delivered. In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered to DILG XIII-Caraga Regional Office. 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 DILG XIII- Caraga Regional Office are <b>Mr. Ray Gregory F. Jaranilla, LGMED Chief/BAC Chairperson</b> and <b>Mr. Edgardo T. Cubillas, GSS Chief/BAC Head Secretariat</b>.</p> <p>Delivery schedule shall be coordinated to Mr. Cubillas through email at <b>dilg13bacsec2023@gmail.com</b> at least two (2) working days before the intended delivery date.</p> <p><b>Incidental Services -</b></p>

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- 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.

#### **Spare Parts -**

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

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. 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.

	<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 <b>seven (7) years</b>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <b>fifteen (15) days</b> of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights -</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, within thirty (30) days after the submission of Billing and User Acceptance of the product. Bank Transfer fee shall be charged against the creditor's account.</p>
3	<p>Within five (5) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184</p>
4	<p>No further instructions.</p>
5	<p>Three (3) years after acceptance by the Procuring Entity of the delivered motor vehicle or upon reaching 100,000 km. whichever is earlier. The period for correction of defects in the warranty period is fifteen (15) days from notice to the supplier.</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.

<b>Lot No.</b>	<b>Item and Description</b>	<b>Quantity</b>	<b>ABC per Item</b>	<b>Delivered, Weeks/Months</b>
<b>1</b>	<b>Pick-Up Vehicle</b>	1	<b>Php 1,800,000.00</b>	Shall not exceed <b>sixty (60) calendar days</b> upon supplier's receipt of the <b>Notice to Proceed</b>
<b>2</b>	<b>Multi-Purpose Vehicle</b>	1	<b>Php 1,800,000.00</b>	

## ***Section VII. Technical Specifications***



# Technical Specifications

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.

Lot No.	Specification	Statement of Compliance
<b>1</b>	<b>VEHICLE PICK-UP TYPE (1 Unit x Php 1,800,000.00)</b>	
	<b>Color</b>	Silver/White [ ] Comply [ ] Not Comply
	<b>Year Model</b>	Brand New, 2024 Model or latest [ ] Comply [ ] Not Comply
	<b>Engine Type</b>	4 - cylinder 16- Valve [ ] Comply [ ] Not Comply
	<b>Engine Displacement</b>	Not more than 3,000 cc [ ] Comply [ ] Not Comply
	<b>Fuel Type</b>	Diesel [ ] Comply [ ] Not Comply
	<b>Transmission</b>	6- Speed Automatic or Manual [ ] Comply [ ] Not Comply
	<b>Emission</b>	EURO 4 Compliant [ ] Comply [ ] Not Comply
	<b>Drive Train</b>	Two-Wheel Drive or Higher [ ] Comply [ ] Not Comply
	<b>Ignition System</b>	Keyless Entry [ ] Comply [ ] Not Comply
	<b>Safety Features</b>	Airbags for Driver and Front Passenger [ ] Comply [ ] Not Comply Anti-Lock Breaking System (ABS) [ ] Comply [ ] Not Comply Reverse Sensor and Seatbelt Warning [ ] Comply [ ] Not Comply Power Steering [ ] Comply [ ] Not Comply
	<b>Tires and Wheels</b>	All Alloy Wheels 255-265/ 60-70/ 17 [ ] Comply [ ] Not Comply [ ] Comply [ ] Not Comply
	<b>Fuel Capacity</b>	80 liters [ ] Comply [ ] Not Comply
	<b>Ground Clearance</b>	At least 220 mm [ ] Comply [ ] Not Comply
	<b>Warranty</b>	3 year or 100,000 kms (whichever comes first) [ ] Comply [ ] Not Comply
	<b>Airconditioning System</b>	Manufacturer’s Standard [ ] Comply [ ] Not Comply
	<b>Audio System</b>	Android [ ] Comply [ ] Not Comply
	<b>No. of Doors</b>	4 Doors [ ] Comply [ ] Not Comply
	<b>Seating Capacity</b>	5 [ ] Comply [ ] Not Comply
	<b>Inclusions</b>	1. Three (3) year LTO Registration; [ ] Comply [ ] Not Comply 2. One (1) year GSIS Comprehensive Insurance; [ ] Comply [ ] Not Comply 3. Free Labor on Preventive Maintenance Service within [ ] Comply [ ] Not Comply

		the first 5,000 kilometer, checkup as the minimum/change oil; 4. Rust Proofing/undercoating; 5. Three (3) year Warranty or 100,000 km whichever comes first	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply  <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Other Accessories</b>	1. Complete set of tools, Jack and operations and Maintenance Manual 2. New Spare tire. 3. Early Warning Device 4. High-Quality Tint and Matting 5. Seat Cover: Leather 6. Stepboard	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply  <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Other Requirements</b>	1. Availability of spare parts all over the Philippines 2. Dealer/Supplier must have an authorized service centers in Butuan City 3. After Sales Service- submission of Certificate of After Sales Service and Availability of spare parts within the warranty period 4. Original Warranty/ Guarantee Certificate shall be issued in the name of DILG Caraga Region 13	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply  <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply  <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply  <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
		<b>Freight and Handling Included</b>	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
		<b>Delivery must be at the Regional Office 13, Purok 1A, Brgy. Doongan, Butuan City</b>	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>2</b>	<b>MULTI-PURPOSE VEHICLE (1 Unit x Php 1,800,000.00)</b>		
	<b>Color</b>	Silver Metallic/ White	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Model</b>	Brand New, 2024 Model or latest	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Engine Type</b>	4-Cylinder 16 Valves	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Engine Displacement</b>	Not exceeding 2800 cc	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Fuel Type</b>	Diesel	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Transmission</b>	Manual or Automatic 6-speed	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	<b>Drive Train</b>	Two-Wheel Drive	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply

<b>Ignition System</b>	Keyless Entry	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Safety Features</b>	Airbags for Driver and Front Passenger	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	Anti-Lock Breaking System (ABS)	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	Reverse Sensor and Seatbelt Warning	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	Power Steering	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	With Front and Rear Parking Sensors	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	Navigation Ready	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	With Security Alarm	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	Electronic Door Locks	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	Power Windows	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	Power Outlet	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Tires and Wheels</b>	Steering Wheel Audio Control	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	With Stability Control	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Fuel Capacity</b>	205-255 / 60-65/ R16-18, Alloy`	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Airconditioning System</b>	55L Capacity or Higher	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Audio System</b>	Automatic Climate Control	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>No. of Doors</b>	Android with 6 Speakers	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Seating Capacity</b>	5	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Inclusions</b>	8	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	1. Three (3) year LTO Registration	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	2. One (1) year GSIS Comprehensive Insurance	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	3. Free Labor on Preventive Maintenance Service within the first 5,000 kilometer, checkup as the minimum/change oil;	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	4. Rust Proofing/ Undercoating	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Other Accessories</b>	5. Three (3) years Warranty or 100,000 km whichever comes first	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	1. Complete set of tools, Jack and operations and Maintenance Manual	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	2. New spare tire	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	3. Early Warning Device	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	4. High-Quality tint and Matting	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	5. Seat Cover: Leather	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
<b>Other Requirements</b>	6. Stepboard	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply
	1. Availability of spare parts all over the Philippines	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply

	<p>2. Dealer/Supplier must have an authorized service centers in Butuan City</p> <p>3. After Sales Service- submission of Certificate of After Sales Service and Availability of spare parts within the warranty period</p> <p>4. Original Warranty/ Guarantee Certificate shall be issued in the name of DILG Caraga Region 13</p>	<p><input type="checkbox"/> <i>Comply</i> <input type="checkbox"/> <i>Not Comply</i></p> <p><input type="checkbox"/> <i>Comply</i> <input type="checkbox"/> <i>Not Comply</i></p> <p><input type="checkbox"/> <i>Comply</i> <input type="checkbox"/> <i>Not Comply</i></p>
	<b>Freight and Handling Included</b>	<input type="checkbox"/> <i>Comply</i> <input type="checkbox"/> <i>Not Comply</i>
	<b>Delivery must be at the Regional Office 13, Purok 1A, Brgy. Doongan, Butuan City</b>	<input type="checkbox"/> <i>Comply</i> <input type="checkbox"/> <i>Not Comply</i>

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**; (new format per GPPB Resolution No. 15-2021);

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, which shall contain the following mandatory provisions:
  1. Names of outstanding Contracts;
  2. Contracting party (government agency or private company);
  3. Contract Date;
  4. Contract Period; and
  5. Contract Amount or Value.
  6. Kinds of Goods
  7. Dates of Delivery

**; and**

- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents, which shall contain the following mandatory provisions:
  1. Name of the Completed Contract;
  2. Contract Date;
  3. Contract Period;
  4. Contract Amount or Value; {at least 50% of ABC}
  5. Date of Completion/Delivery Date
  6. End-user's Acceptance/Official Receipts/Sales Invoice issued for the Contract
  7. Definition or description of the similar project.

**; and**

- (d) Original copy of Bid Security (2%\*ABC). If in the form of a Surety Bond (5%\*ABC), submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration;  
**and**

- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;  
**and**

- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC), which shall contain the following mandatory provisions:
  1. ABC to be bid;
  2. Amount or value of bidder's current assets based on audited Financial Statements (AFS);
  3. Amount or value of bidder's current liabilities based of AFS; and
  4. Amount or 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;

**or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, which shall contain the following mandatory provisions:

1. ABC to be bid
2. Amount, which should be at least equal to ten (10%) percent of the ABC; and
3. Name of issuing foreign Universal or Commercial Bank, as confirmed or authenticated by a local Universal or Commercial Bank.

***Class "B" Documents***

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

BIDS AND AWARDS COMMITTEE (BAC)

PROJECT NAME:	<b>PROCUREMENT OF VEHICLES FOR DILG CARAGA OFFICE USE</b>
PROJECT ID NO.:	<b>2024-05-178</b>
LOCATION OF THE PROJECT:	<b>DILG XIII – CARAGA REGIONAL OFFICE, PUROK 1-A, BARANGAY DOONGAN, BUTUAN CITY</b>
APPROVED BUDGET FOR THE CONTRACT (ABC)	<b>PHP 3,600,000.00</b>

**PROCUREMENT TIMELINES**

Procurement Stage	Start Date	End Date
Advertisement	<b>May 31, 2024</b>	<b>June 7, 2024</b>
Pre-bid Conference	<b>June 10, 2024</b>	
Submission/Opening of Bids	<b>June 24, 2024</b>	
Bid Evaluation	<b>June 25, 2024</b>	
Post Qualification	<b>June 26, 2024</b>	
Issuance of Notice of Award	<b>To be Announced (TBA)</b>	<b>(TBA)</b>
Contract Preparation and Signing	<b>(TBA)</b>	<b>(TBA)</b>
Notice to Proceed	<b>(TBA)</b>	<b>(TBA)</b>

