

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Two (2) Unit Service Vehicle**

**ITB 2024-01-001**

**Manolo Fortich Water District  
January 2024**

# Preface

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

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

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

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

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

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

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

## **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





## Manolo Fortich Water District

Tankulan, Manolo Fortich Bukidnon

[mfwd\\_buk@yahoo.com](mailto:mfwd_buk@yahoo.com)

0917-718-1311

# INVITATION TO BID FOR PROCUREMENT OF TWO (2) UNITS SERVICE VEHICLE

**ITB NUMBER: 2024-01-001**

1. The *Manolo Fortich Water District*, through the *MFWD Corporate Operating Budget of 2024* intends to apply the sum of *Three Million Two Hundred Fifty Thousand Pesos (P 3, 250,000.00)* being the ABC to payments under the contract for *Procurement of Two (2) Units Service Vehicle / ITB Number: 2024-01-001*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Manolo Fortich Water District* now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) days upon receipt of Notice to Proceed. Bidders should have completed, within *one (1) year* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *Manolo Fortich Water District* and inspect the Bidding Documents at the address given below from 8:30 am to 4:00 in the afternoon.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 5, 2024 – January 24, 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 (P 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means*.

6. The *Manolo Fortich Water District* will hold a Pre-Bid Conference<sup>1</sup> on *January 12, 2024; 1:00pm* at *MFWD Board, MFWD Bldg, Tankulan, Manolo Fortich, Bukidnon*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *January 24, 2024; 12:00pm*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *January 24, 2024; 2:00pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each Bidder shall submit five (5) certified true copies of the first and second components of its Bid, arranged, tabbed and numbered.
11. The *Manolo Fortich Water District* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
*Joan N. Cañete*  
*Engineering and Maintenance Division*  
*Manolo Fortich Water District*  
*Manolo Fortich, Bukidnon*  
*mfwd\_buk@yahoo.com*  
*09067860180*
13. You may visit the following websites:

For downloading of Bidding Documents: *mfwd.gov.ph*

*January 4, 2024*

*ENGR. ERMITO L. GANAS*  
*BAC Chairman*

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

### **1. Scope of Bid**

The Procuring Entity, *Manolo Fortich Water District* wishes to receive Bids for the *Procurement of Two (2) Units Service Vehicle* with identification number *ITB Number: 2024-01-001*.

The Procurement Project (referred to herein as “Project”) is composed one (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 below for 2023 in the amount of *Three Million Two Hundred Fifty Thousand Pesos (P 3, 250,000.00)*.

2.2. The source of funding is GOCC, the Corporate Operating Budget 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. 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. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.3. 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 at MFWD Bldg., Tankulan, Manolo Fortich, Bukidnon 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 *one (1) year* 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 in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until May 23, 2024 and *June 22, 2024, respectively*. 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 five (5) certified true copies of the first and second components of its Bid, arranged, tabbed and numbered.

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

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

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

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.3. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

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



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

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Vehicle</i></li> <li>b. completed within one (1) year prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>at Manolo Fortich Water District Office</i> 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 <i>2% of ABC</i>, 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 <i>5% of ABC</i> if bid security is in Surety Bond.</li> </ul>
19.3	<i>The project will be awarded as one (1) lot only.</i>
20.2	<i>No further instruction</i>
21.2	<i>No further instruction</i>

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

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **3. Performance Security**

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

### **4. Inspection and Tests**

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

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

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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

## *Section V. Special Conditions of Contract*

GCC Clause	
1	<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 this Contract are delivered <i>[indicate place of destination]</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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Manolo Fortich Water District Office</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

	<p>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.</p> <p>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.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>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</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Three Years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within a month of placing the order.</p>
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	<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>
	No further instruction
2.2	<i>No further instruction</i>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>1. Standard Road test Drive</li> </ol>

## ***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>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	4x4 Service Utility Pick-up	1	1	
2	Service Utility Van	1	1	



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

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
<b>I</b>	<b>Vehicle Specifications:</b>	
	<p><b><u>4 X 4 SERVICE UTILITY PICK-UP</u></b></p> <p>Dimensions (L x W x H), mm : 5,325 x 1,900 x 1,845</p> <p>Seating Capacity : 5</p> <p>Color : Attitude Black Mica</p> <p>Engine and Transmission:</p> <p>Type : 2.8L Diesel, 4-Cylinder, 16-Valve DOHC Variable Nozzle</p> <p>: Turbo with Air-cooled Intercooler</p> <p>Displacement : 2,755 cc</p> <p>Maximum Output (PS/Rpm) : 204 / 3,000 – 3,400</p> <p>Maximum Torque (Nm/Rpm) : 550 / 1,600 – 2,800</p> <p>Fuel Type : Diesel</p> <p>Power Transmission : 6-Speed Automatic Transmission</p> <p>Chassis:</p> <p>Auto Disconnect Differential : Available</p> <p>Differential Lock : Available</p> <p>Brakes</p> <p>Front Brake : Ventilated Discs</p> <p>Rear Brake : Drum Type</p>	

	<p>Suspension:</p> <p>Front : Double Wishbone</p> <p>Rear : Leaf Spring Rigid Axle</p> <p>Tires: : 265</p> <p>Wheels : 60 R18 Alloy – Gloss Black</p> <p>Spare Tire : Ground Tire (Alloy Wheel)</p> <p>Exterior:</p> <p>Headlamps : Bi-Beam LED with Auto Leveling</p> <p>Daytime Running Lights : LED</p> <p>Front Fog Lamps : LED</p> <p>Rear Combination Lamp : LED + Line Guide + Bulb</p> <p>Outside Rear View Mirror:</p> <p>Power Features : Power Adjust + Power Fold</p> <p>Turn Signal : Available</p> <p>Tailgate Assist : Available</p> <p>Hood-lift Assist : Available</p> <p>Windshield Wiper : Intermittent + Time Adjust</p> <p>Over-fenders : Wide + Garnish – Matte Black</p> <p>Bedliner : Available</p> <p>Sports Bar : Available-Matte Black + LED Deck Lamp</p> <p>Roof Ornament : Available</p> <p>Side Decals : Available</p> <p>Antenna : Pole Type</p> <p>Head Light Cover : Available</p>	
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	Tail Light Cover	: Available	
	4 Doors Handle Cover	: Available	
	Gas Tank Cover	: Available	
	Interior:		
	Seat Material	: Fabric	
	Seat Type and Adjustment,		
	Front	: D: 6-Way Manual Adjust & P: 4-Way Manual Adjust	
	Rear	: 60/40 Separate	
	Multi-Information Display	: 4.2" TFT	
	Steering Type	: Electronic Power Steering	
	Steering Column	: Tilt	
	Steering Wheel:		
	Material	: Fabric	
	Switch	: Audio + Phone + Voice Command + MID	
	Inside Rear-View Mirror	: Auto Dimming	
	Door Trim	: Leather + Interior Illumination	
	Cup / Bottle Holder		
	Front	: Cup Holder: 4 + Bottle Holder: 2	
	Rear	: Cup Holder: 2 + Bottle Holder: 2	
	Functions:		
	Keyless Entry	: Smart Entry	
	Ignition System	: Push Start System	
	Data Communication Module	: Available	

	<p>Power Features:</p> <p>Windows : All Audio Up/Down + Jam Protect</p> <p>Doors : Speed-Sensing</p> <p>Airconditioning System : Dual Zone Automatic Climate Control</p> <p>Cruise Control : Available</p> <p>Audio System:</p> <p>Type : 8" Display Audio</p> <p>Function : AM/FM/Bluetooth/USB/Apple Car-play/Android Auto/ Smart Device Link/Miracast</p> <p>Speakers : 6</p> <p>Accessory Outlet-12V : 2</p> <p>Safety And Security,</p> <p>Safety Sense</p> <p>Pre-Collision System : Available</p> <p>Lane Departure Alert : Available</p> <p>Adaptive Cruise Control : Available</p> <p>Air Bags : Driver + Front Passenger + Knee</p> <p>Anti-Lock Brake System : Available + Brake Assist +EBD</p> <p>Vehicle Stability Control : Available</p> <p>Hill-Start Assist Control : Available</p> <p>Downhill Assist Control : Available</p> <p>Seatbelts:</p>	
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	<p>Front Seats : 3 pt. ELR + Pretensioner + Force Limiter</p> <p>Rear Seats : 3 pt. ELR x 3</p> <p>Child Restraint System : ISOFIX: 2 + Tether Anchor: 2</p> <p>Vehicle Security System : Immobilizer</p> <p>Camera : Panoramic View Monitor</p> <p>Clearance and Back Sonar : Front: 2 + Rear: 4</p>	
II	Vehicle Registration Classification : Government (Red Plate)	
II	Vehicle Registration Classification : Government (Red Plate)	
III	<p><b><u>SERVICE UTILITY VAN</u></b></p> <p><b>SPECIFICATIONS:</b></p> <p><b>Dimensions (L x W x H), mm</b> : 4,395 x 1730 x 1700</p> <p><b>Color</b> : Silver</p> <p><b>Engine and Transmission,</b></p> <p>Type : 4-cylinder, In-line, 16-Valve DOHC with Dual VVT-i</p> <p>Displacement : 1,329 cc</p> <p>Maximum Output (PS/Rpm) : 98 /6,000</p> <p>Maximum Torque (Nm/Rpm) : 122 / 4,200</p> <p>Fuel Type : Gasoline</p> <p>Fuel Tank Capacity : 43 L</p> <p>Transmission : 5-Speed Manual</p> <p>Transmission</p> <p><b>Chassis,</b></p>	

Drive	Drivetrain	: Front Wheel
	Suspension, Front	: MacPherson
Strut	Rear	: Torsion Beam
	Brakes, Front	: Ventilated Discs
Alloy	Rear	: Drum
	Tires / Wheels	: 185/65 R15
	Spare Tire	: Full spare alloy
<b>Exterior,</b>		
Retract	Headlamps	: Split-Type LED
	Clearance Lamp	: LED
	Front Fog Lamps	: With
	Rear Reflector	: With
	Outside Rear View Mirror,	
	Power Features	: Adjust & Auto-
	Turn Signal	: With
	Side Turn Signal Lamp	: With
	Front Grille	: Material Black
	Windshield Wiper	
	Front	: Intermittent
	Rear	: Intermittent
	+Reverse Linked Rear Window Defogger	
	: With	
	Rear Combination Lamp	: LED
	Rear Spoiler	: With
	Antenna	: Fin Type

	<p><b>Interior,</b></p> <p>Seat Material : Fabric (Black &amp; Brown Two-Tone)</p> <p>Seat Type and Adjustment,</p> <p>Front : D &amp; P: 4-Way manual</p> <p>Rear #1 : 60/40 Tumble, Slide with Long Sofa mode, &amp; Recline</p> <p>Rear #2 : 50:50 Tumble Down &amp; Long Sofa Mode</p> <p>Instrument Panel &amp; Center Cluster : Black</p> <p>Multi-Information Display : Segment LCD</p> <p>Economy Meter : With</p> <p>Steering Type : Electronic Power Steering</p> <p>Steering Column : Tilt</p> <p>Steering Wheel,</p> <p>Material : Urethane</p> <p>Switch : Audio</p> <p>Inside Rear-View Mirror : Day and Night</p> <p>Sun Visors : P: Mirror</p> <p>Parking Brake : Lever Type</p> <p>Shift Lever and Knob : Urethane</p> <p>Door Trim : With Brown Accent</p> <p>Storage</p>	
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	Door Pockets	: FR: 2 & RR1: 2	
Passenger	Seat Back Pocket	: Driver and	
	Luggage Tray	: With (Deck Box)	
	Cup / Bottle Holder		
	Front	: Cup Holder: 2 +	
Bottle Holder: 4			
	Rear	: Bottle Holder: 8	
	Carpet Emblem)	: With (Model	
	Lamps		
	Room Lamp	: With	
Passenger	Front Personal Lamp	: Driver &	
	Luggage Room Lamp	: With	
	Illuminated Entry System	: With	
	<b>Functions,</b>		
	Keyless Entry	: With	
	Ignition System	: Rotary Type	
	Power Features		
	Windows	: With	
Sensing	Door Locks	: With Speed	
	Airconditioning System,		
	Front	: Digital Control	
	Rear #1	: Manual	
	Audio System		
	Type	: 8" Display Audio	



	Smartphone Connectivity : Apple Car-play & Android Audio	
	Function : AM/FM, Bluetooth & USB	
	Speaker : 4	
	USB Charger : 4	
	Accessory Outlet (12V) : 12V: 2	
	<b>Safety And Security,</b>	
	SRS Air Bags : Driver + Front Passenger	
	Anti-Lock Brake System : Available	
	Vehicle Stability Control : Available with Traction Control	
	Hill-Start Assist Control : Available	
	Seatbelts,	
	Front Seats : 3 pt. ELR, pretensioner, force limiter	
	Rear Seats #1 : 3 pt. ELR: 3	
	Rear Seats #2 : 3 pt. ELR: 2	
	Seat Belt Reminder : Front, RR:1 & RR:2	
	Child Restraint System : ISOFIX: 2	
	Child Protection Lock : Provision at Rear	
	High Mount Stop Lamp : LED	
	Toyota Vehicle Security System : Alarm + Immobilizer + Indicator	
	Camera : Back Camera	
	Back Sonar : RR: 2	

II	Vehicle Registration Classification : Government (Red Plate)	
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Conformed:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## ***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) in accordance with Section 8.5.2 of the IRR;

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; **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; **and**
- ☐ (d) 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**
- ☐ (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) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***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.

