

# **PHILIPPINE BIDDING DOCUMENTS**

**Sixth Edition**

## **Project No. 2024-05: Two (2) Lots of Supply and Delivery of Motor Vehicles**

# 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***



## INVITATION TO BID FOR PROJECT NO. 2024-05: TWO (2) LOTS OF SUPPLY AND DELIVERY OF MOTOR VEHICLE TO SHFC HEAD OFFICE

1. The *Social Housing Finance Corporation*, through the *Corporate Operating Budget CY2024* intends to apply the sum of **Thirteen Million Two Hundred Fifty Thousand Pesos (₱13,250,000.00)** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

| Lot No. | Project No.   | Title  | Quantity | ABC            |
|---------|---------------|--|----------|----------------|
| LOT 1   | 2024-05-Lot-1 | Supply and delivery of Passenger Vans to SHFC Head Office        | 8 units  | ₱11,600,000.00 |
| LOT 2   | 2024-05-Lot-2 | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office | 1 unit   | ₱1,650,000.00  |

2. The *Social Housing Finance Corporation* now invites bids for the above Procurement Project. Delivery of the Goods is required within 30 working days or before January 31, 2025, whichever comes first, for Lot 1, and upon 15 working days or before January 15, 2025, whichever comes first, for Lot 2, upon receipt and signing of Notice to Proceed. 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.

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 *Social Housing Finance Corporation* and inspect the Bidding Documents at the address given below during *Monday through Friday, 9:00 A.M. to 4:00 P.M.*
5. A complete set of Bidding Documents may be acquired, **FREE OF CHARGE**, by interested Bidders on December 2, 2024, from the given address and websites: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) and [www.shfc.dhsud.gov.ph/Procurement.html](http://www.shfc.dhsud.gov.ph/Procurement.html); however, a participating bidder is required to pay the applicable fee for bidding documents in the

amount of ₱25,000.00 for LOT 1 and ₱5,000.00 for LOT 2, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The Social Housing Finance Corporation will hold a Pre-Bid Conference on December 11, 2024, 10:00 A.M. at 5/F Board Room, 8737 BDO Plaza Paseo de Roxas Makati City and/or through video conferencing via Zoom videoconferencing, 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 9:50 A.M., December 23, 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 December 23, 2024, 10:00 A.M. at 5/F Board Room, 8737 BDO Plaza Paseo de Roxas Makati City and/or via Zoom video conferencing application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Social Housing Finance Corporation 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:  
  
*PAULO SHERWIN P. DUMAN*  
*Secretariat, Bids and Awards Committee*  
*3/F 8737 BDO Plaza, Paseo de Roxas, Makati City*  
*pдуман.procurement@gmail.com*  
*(02)8817-3168 or (02)7750-6337 extn 433*  
*<https://shfc.dhsud.gov.ph>*
12. You may visit the following websites:

For downloading of Bidding Documents: <https://shfc.dhsud.gov.ph/Procurement.html>

November 29, 2024

  
**ATTY. MARIA ROSALIE RICH A. TAGUIAN**  
Chairperson, BAC-Competitive Bidding

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

## 1. Scope of Bid

The Procuring Entity, *Social Housing Finance Corporation* wishes to receive Bids for the Two (2) Lots of Supply and Delivery of Motor Vehicles for SHFC Head Office, with identification number *Project No. 2024-05*.

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 *Corporate Operating Budget CY2024* in the amount of **Thirteen Million Two Hundred Fifty Thousand Pesos (₱13,250,000.00)**.

| Lot No. | Project No.   | Title  | Quantity | ABC            |
|---------|---------------|--|----------|----------------|
| LOT 1   | 2024-05-Lot-1 | Supply and delivery of Passenger Vans to SHFC Head Office        | 8 units  | ₱11,600,000.00 |
| LOT 2   | 2024-05-Lot-2 | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office | 1 unit   | ₱1,650,000.00  |

2.2.The source of funding is the Corporate Operating Budget.

## 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. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 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 Subcontracting is not allowed.

## **8. Pre-Bid Conference**

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

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

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

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

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

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 until 120 calendar days from the date of opening of bids, which is on December 23, 2024. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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

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

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

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

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

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 follows:

One 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**

- 20.1. 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***

# Bid Data Sheet

| ITB Clause    |   |                    |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
|---------------|---|--------------------|-------|--------------|---------------|---|--------------------|---------------|--|-------------------|-------------|-------|--------------|---------------|---|--------------------|---------------|--|-------------------|
| 5.3           | <p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Contracts for the supply and delivery of motor vehicles inclusive of LTO registration and/or one year insurance (TPL and comprehensive) from the GSIS.</i></p> <p>b. completed within <u>five (5) years</u> prior to the deadline for the submission and receipt of bids.</p>  |                    |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| 7.1           | <i>Not applicable</i>   |                    |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| 12            | The price of the Goods shall be quoted DDP <i>Mezzanine ~ 6<sup>th</sup>, 9<sup>th</sup> and 15<sup>th</sup> Floors 8737 BDO Plaza, Paseo de Roxas Avenue, Makati City, Philippines 2600</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> <p>a. The amount of not less than:</p> <table><tr><th>Project No.</th><th>Title</th><th>Bid Security</th></tr><tr><td>2024-05-Lot-1</td><td>Supply and delivery of Passenger Vans to SHFC Head Office</td><td><b>₱232,000.00</b></td></tr><tr><td>2024-05-Lot-2</td><td>Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office</td><td><b>₱33,000.00</b></td></tr></table> <p>if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than:</p> <table><tr><th>Project No.</th><th>Title</th><th>Bid Security</th></tr><tr><td>2024-05-Lot-1</td><td>Supply and delivery of Passenger Vans to SHFC Head Office</td><td><b>₱580,000.00</b></td></tr><tr><td>2024-05-Lot-2</td><td>Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office</td><td><b>₱82,500.00</b></td></tr></table> <p>if bid security is in Surety Bond.</p> | Project No.        | Title | Bid Security | 2024-05-Lot-1 | Supply and delivery of Passenger Vans to SHFC Head Office | <b>₱232,000.00</b> | 2024-05-Lot-2 | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office | <b>₱33,000.00</b> | Project No. | Title | Bid Security | 2024-05-Lot-1 | Supply and delivery of Passenger Vans to SHFC Head Office | <b>₱580,000.00</b> | 2024-05-Lot-2 | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office | <b>₱82,500.00</b> |
| Project No.   | Title   | Bid Security       |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| 2024-05-Lot-1 | Supply and delivery of Passenger Vans to SHFC Head Office   | <b>₱232,000.00</b> |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| 2024-05-Lot-2 | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office  | <b>₱33,000.00</b>  |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| Project No.   | Title   | Bid Security       |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| 2024-05-Lot-1 | Supply and delivery of Passenger Vans to SHFC Head Office   | <b>₱580,000.00</b> |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| 2024-05-Lot-2 | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office  | <b>₱82,500.00</b>  |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |
| 19.3          | <p>Goods are grouped in lot listed above. Bidders have the option of submitting a bid on any or both lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.</p> <p>In all cases, the NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.</p>   |                    |       |              |               |   |                    |               |  |                   |             |       |              |               |   |                    |               |  |                   |

|      |   |  |   |
|------|---|--|---|
|      | <i>The Project will be awarded by lot as follows:</i>   |  |   |
|      | <i>Project No.</i>  | <i>Title</i>   | <i>Approved Budget for the Contract (ABC)</i> |
|      | 2024-05-Lot-1   | Supply and delivery of Passenger Vans to SHFC Head Office        | <b>₱11,600,000.00</b>                         |
|      | 2024-05-Lot-2   | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office | <b>₱1,650,000.00</b>                          |
| 20.2 | <i>No other licenses and permits necessary except those listed in the Technical components.</i> |  |   |
| 21.2 | <i>Not applicable.</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.*{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

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

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

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

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



## Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 1          | <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 are</p> <ol style="list-style-type: none"> <li>1. <i>Atty. Ann Margarette C. Vista</i></li> <li>2. <i>Ms. Eleanor J. Buenaobra</i></li> <li>3. <i>Mr. Allan T. Romero</i></li> <li>4. <i>Mr. Joselito C. Cabe</i></li> <li>5. <i>Mr. Albert Joseph D. Arzaga</i></li> <li>6. <i>Mr. Paulo Sherwin P. Duman</i></li> </ol> <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> <li>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.</li> </ol> |

|  |   |
|--|---|
|  | <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 <u>nine (9) years</u>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <u>one</u> month of placing the order.</p> <p><b>Packaging</b></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><i>Partial Payment is not allowed.</i></p> <p>The terms of payment shall be as follows:</p> <table border="1"> <tr> <td>100% of the costs of the items delivered per lot subject to SHFC's acceptance {Issuance of the Inspection and Acceptance Report (IAR)} in writing of the items described in the Schedule of Requirements, provided that the items/goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met and upon submission of a <b>Special Bank Guarantee</b> equivalent to at least one percent (1%) of the total contract</td><td>100% equivalent of the costs of the items delivered.</td></tr> </table>  | 100% of the costs of the items delivered per lot subject to SHFC's acceptance {Issuance of the Inspection and Acceptance Report (IAR)} in writing of the items described in the Schedule of Requirements, provided that the items/goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met and upon submission of a <b>Special Bank Guarantee</b> equivalent to at least one percent (1%) of the total contract | 100% equivalent of the costs of the items delivered. |
| 100% of the costs of the items delivered per lot subject to SHFC's acceptance {Issuance of the Inspection and Acceptance Report (IAR)} in writing of the items described in the Schedule of Requirements, provided that the items/goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met and upon submission of a <b>Special Bank Guarantee</b> equivalent to at least one percent (1%) of the total contract | 100% equivalent of the costs of the items delivered.  |   |  |

|   |  |  |  |
|---|--|--|--|
|   | price per lot, <b>valid for three (3) months from issuance of the IAR.</b>   |  |  |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>Inspection and Acceptance shall be conducted by the concerned Technical Working Group (TWG) and SHFC Inspection Committee.</p> <p>The inspection and tests that will be conducted include, but not limited to inspection of the completeness of the requirements in accordance with the required quantity and compliance to all parameter of the Technical Specifications at the project site or in the SHFC.</p> <p>The goods shall be accepted only by the TWG after passing the inspection and acceptance.</p> <p>Physical inspection of the items upon delivery at the site to check whether the items are complete and compliant with the minimum requirements. Winning bidder shall be required to have its representatives present during the inspection of the items.</p> <p>Defective/rejected units shall be returned and replaced within 3 calendar days.</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>Item Number</b> | <b>Description</b>   | <b>Quantity</b> | <b>Delivered, Weeks/Months</b>  |
|--------------------|--|-----------------|---|
| 2024-05-Lot 1      | Supply and delivery of Passenger Vans to SHFC Head Office        | 8 units         | The delivery must be made within <b>30 working days or not later than January 31, 2025, whichever comes first, upon receipt and signing of the Notice to Proceed (NTP).</b> |
| 2024-05-Lot 2      | Supply and Delivery of Multi-Purpose Vehicle to SHFC Head Office | 1 units         | The delivery must be made within <b>15 working days or not later than January 15, 2025, whichever comes first, upon receipt and signing of the Notice to Proceed (NTP).</b> |

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

## Technical Specifications

| Item          | Specification  | Statement of Compliance |
|---------------|--|-------------------------|
| 2024-05-Lot 1 | <b>Supply and delivery of Passenger Vans to SHFC Head Office</b>   |                         |
|               | <p><b>1. DESCRIPTION</b></p> <p>a. Model : Year 2024 Model or Latest</p> <p>b. Built : Completely Built Unit, Single Deck</p> <p>c. Material : All Steel</p> <p>d. Seating Capacity : 15-Seater (including driver)</p> <p>e. Seats : Forward Facing Bench Type</p> <p>f. Door : 4 Doors</p> <p>g. Dimension : Manufacturer's Standard</p> <p><b>2. FEATURES</b></p> <p>a. Audio System : Display Audio with AM/FM Tuner Radio and Auxiliary/MP3/USB input with speakers</p> <p>b. Airconditioning System : Dual Airconditioning System</p> <p>c. Windows : Power Windows (Front)</p> <p>d. Door : Power Door Lock</p> <p><b>3. ENGINE</b></p> <p>a. Engine Size : Should not exceed 2500 cc for Gasoline or 3000 for Diesel</p> <p>b. Displacement : 2000 to 3000</p> <p>c. Number of Cylinder : 4 Cylinders</p> |                         |
|               | <p>a. Number of Valves &amp; Model Type : 16-Valve Double Overhead Camshaft (DOHC)</p> <p>b. Transmission : At least 5-Speed Manual Transmission</p> <p><b>4. PERFORMANCE</b></p> <p>a. Power Train : Rear Wheel Drive</p> <p>b. Maximum Torque : At least 330 Nm @ 1800 to 2600 rpm</p> <p>c. Maximum Output or : 129 hp /3200 rpm</p>  |                         |

Power

**5. FUEL**

- a. Fuel : Diesel
- b. Fuel System : Direct Fuel Injection
- c. Fuel Tank : At least 65 Liters
- Capacity :

**6. CHASSIS**

- a. Brakes : Front and Rear: Ventilated Disc/Drum
- b. Suspension : Double Wishbone and/or Leaf Spring/  
Rigid Axle
- c. Steering : Power Steering System
- System : with Tilt Adjust Steering Wheel

**7. TIRES AND WHEELS**

- a. Tires and : Four (4) Wheels,
- Wheels : Manufacturer's Standard

**8. SAFETY FEATURES**

- a. Seat Belts, : Driver and Equivalent Passenger Seats
- Front & Rear :
- b. SRS Airbag : Equipped
- Driver :
- c. SRS Airbag : Equipped
- Front :
- Passenger
- d. Brake System : Anti-Lock Brake System Equipped
- e. Immobilizer : Equipped

**9. OTHER FEATURES**

At least Euro 4 Emission Standard

**10. OTHER ACCESSORIES**

Factory Rust Proofing  
Window Glass Tint  
Sun Visor (Driver and Front Passenger)  
Floor Mats  
Seat Cover  
Warranty Booklet Case  
Manual  
Carwash with Body Wax  
Complete Set of Tools  
Hydraulic Jack



|               |  |  |
|---------------|--|--|
|               | <p>Early Warning Devices<br/>Spare Tire with Rim</p> <p><b>11. INCLUSIONS</b> Free Labor Charge on 1000-km and 5000-km periodic maintenance checkups or up to six (6) months, whichever comes first</p> <p><b>12. COLOR</b> Silver or White</p> <p><b>13. MANUFACTURER'S WARRANTY</b> : Three (3) years or 100,000 kms., whichever comes first, including materials used, labor/workmanship and roadworthiness</p> <p>Winning bidder/Supplier warrants that it will either repair or replace free of charge any part that is supplies that is defective in material workmanship under normal use. This warranty is transferrable to subsequent owners.</p> <p>Manufacturer must have an "After Sales Service/Parts Program," and/or Authorized Dealer/Distributor must have access to the manufacturer's "After Sales Service/Parts Program," whichever is applicable.</p> <p><b>14. AFTER SALES SERVICE</b> The supplier should have an accredited service center in Metro Manila, and in key cities in the Philippines (Cebu City, Iloilo City, Davao City, Cagayan de Oro City, Lucena City, Puerto Princesa City and Cauayan City)</p> |  |
| 2024-05-Lot 2 | <b>Supply and delivery of Multi-Purpose Vehicle to SHFC Head Office</b>  |  |
|               | <p><b>1. DESCRIPTION</b></p> <p>a. Model : Year 2024 Model or Latest</p> <p>b. Built : Completely Built Unit, Single Deck</p> <p>c. Material : All Steel</p> <p>d. Seating Capacity : 8-Seater (including driver)</p> <p>e. Seats : Forward Facing Bench Type<br/>With two (2) rows of rear seats.<br/>The back rear seats should be foldable,<br/>which can be used for luggage</p>   |  |

|  |  |  |
|--|--|--|
|  | <p>f. Door : 5 Doors</p> <p>g. Dimension : Manufacturer's Standard</p> <p><b>2. FEATURES</b></p> <p>a. Audio System : Display Audio with AM/FM Tuner Radio and Auxiliary/MP3/USB input with speakers</p> <p>b. Airconditioning System : Dual Airconditioning System</p> <p>c. Windows : Power Windows</p> <p>d. Door : Power Door Lock</p> <p>e. Back Up Camera : Equipped</p> <p><b>3. ENGINE</b></p> <p>a. Engine Size : Should not exceed 1800 cc for Gasoline or 2800 for Diesel</p> <p>b. Displacement : 1500 to 2800</p> <p>c. Number of Cylinder : 4 Cylinders</p> <p>d. Number of Valves &amp; Model Type : 16-Valve Double Overhead Camshaft (DOHC)</p> <p>e. Transmission : At least 4-Speed Automatic Transmission</p> <p><b>4. PERFORMANCE</b></p> <p>a. Power Train : Rear Wheel Drive</p> <p>b. Maximum Torque : At least 360 Nm @ 1200 to 3400 rpm</p> <p>c. Maximum Output or Power : 174 hp/ 3400 rpm</p> <p><b>5. FUEL</b></p> <p>a. Fuel : Diesel or Gasoline</p> <p>b. Fuel System : Direct Fuel Injection</p> <p>c. Fuel Tank Capacity : At least 40 Liters</p> <p><b>6. CHASSIS</b></p> <p>a. Brakes : Front and Rear: Ventilated Disc/Drum</p> <p>b. Suspension : Coil or Leaf Spring/ Rigid Axle</p> |  |
|--|--|--|

|  |  |  |
|--|--|--|
|  | <p>c. Steering System : Power Steering System with Tilt and Telescopic Adjust Steering Wheel</p>   |  |
|  | <p><b>7. TIRES AND WHEELS</b></p> <p>a. Tires and Wheels : Four (4) Wheels, Manufacturer's Standard</p>  |  |
|  | <p><b>8. SAFETY FEATURES</b></p> <p>a. Seat Belts, Front &amp; Rear : Driver and Equivalent Passenger Seats</p> <p>b. SRS Airbag Driver : Equipped</p> <p>c. SRS Airbag Front : Equipped</p> <p>d. Brake System : Anti-Lock Brake System Equipped</p> <p>e. Immobilizer : Equipped</p> <p>f. Hill Start Assist Control : Equipped</p> <p>g. Electronic Brake Force Distribution (EBD) : Equipped</p> |  |
|  | <p><b>9. OTHER FEATURES</b> : At least Euro 4 Emission Standard</p>  |  |
|  | <p><b>10. OTHER ACCESSORIES</b></p> <p>Factory Rust Proofing<br/>Window Glass Tint<br/>Sun Visor<br/>Floor Mats<br/>Seat Cover<br/>Warranty Booklet Case<br/>Manual<br/>Carwash with Body Wax<br/>Complete Set of Tools<br/>Hydraulic Jack<br/>Early Warning Devices<br/>Spare Tire with Rim</p>   |  |
|  | <p><b>11. INCLUSIONS</b></p> <p>Free Labor Charge on 1000-km and 5000-km periodic maintenance checkups or up to six (6) months, whichever comes first</p>  |  |
|  | <p><b>12. COLOR</b></p> <p>Silver/Red/Black</p>  |  |

|  |   |  |
|--|---|--|
|  | <p><b>13. MANUFACTURER'S WARRANTY</b> : Three (3) years or 100,000 kms., whichever comes first, including materials used, labor/workmanship and roadworthiness</p> <p>Winning bidder/Supplier warrants that it will either repair or replace free of charge any part that is supplies that is defective in material workmanship under normal use. This warranty is transferrable to subsequent owners.</p> <p>Manufacturer must have an "After Sales Service/Parts Program," and/or Authorized Dealer/Distributor must have access to the manufacturer's "After Sales Service/Parts Program," whichever is applicable.</p> <p><b>14. AFTER SALES SERVICE</b> : The supplier should have an accredited service center in Metro Manila, and in key cities in the Philippines (Cebu City, Iloilo City, Davao City, Cagayan de Oro City, Lucena City, Puerto Princesa City and Cauayan City)</p>  |  |
|  | <p><b>I. DELIVERY</b></p> <p>A. The supplier shall deliver the nine (9) motor vehicles to the SHFC <u>within 30 working days or before January 31, 2025, whichever comes first, for Lot 1, and upon 15 working days or before January 15, 2025, whichever comes first, for Lot 2, inclusive of:</u></p> <ol style="list-style-type: none"> <li>1. Insurance for the nine (9) units of vehicles: <ul style="list-style-type: none"> <li>– One (1) year Third Party Liability (TPL) Insurance Certificate of Cover and Policy and one (1) year Comprehensive Insurance Policy from the Government Service Insurance System (GSIS)</li> </ul> </li> <li>2. Registration for the nine (9) units of vehicles <ul style="list-style-type: none"> <li>– Official Receipt and Certificate of Registration (OR/CR) from the Land Transportation Office (LTO) for three (3) years (under the name of the Social Housing Finance Corporation)</li> </ul> </li> </ol> <p>B. SHFC shall conduct a test drive and inspect the nine (9) units of vehicles in the supplier's vehicle depot, prior to the acquisition of insurance and the registration of the vehicles.</p> |  |

|  |  |  |
|--|--|--|
|  | <p>C. It is understood that the SHFC will only accept the motor vehicles upon complete delivery of all the above-mentioned requirements. SHFC reserves the right not to accept a vehicle if found with defect, damage, or scratch upon complete delivery and submission of all the requirements.</p> <p><b>II. MANDATORY REQUIREMENTS</b></p> <p>A. Copy of the Certificate of Authorized/Sole Dealership by the Manufacturer/ Distributors, whichever is applicable to the bidder;</p> <p>B. A copy of each of Service/ Maintenance Manual and Parts Manual;</p> <p>C. Warranty Certificate;</p> <p>D. Service Centers: at least five (5) in Metro Manila, and in key cities in the Philippines (Cebu City, Iloilo City, Davao City, Cagayan de Oro City, Lucena City, Puerto Princesa City and Cauayan City), with the following</p> <ul style="list-style-type: none"> <li>• Qualified mechanics</li> <li>• Availability of Original Equipment Manufacturer parts</li> </ul> <p>E. Certificate from the Manufacturer that the brand of the vehicle has been in the local industry (in the Philippines) for at least fifteen years (15), and other supporting documents related thereto.</p> <p>Note: Other Free Items may also be included in the bid</p> |  |
|--|--|--|

## ***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;**

#### 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.

