

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
GOODS**

Government of the Republic of the Philippines

**SUPPLY, DELIVERY AND AFTER SALES  
SERVICE OF FORTY-THREE (43) BRAND  
NEW UTILITY VEHICLES**

**Sixth Edition  
July 2020  
Preface**

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

## **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.



# INVITATION TO BID FOR THE **SUPPLY, DELIVERY AND AFTER SALES SERVICE OF FORTY-THREE (43) BRAND NEW UTILITY VEHICLES**

1. The Manila International Airport Authority (MIAA) through the:

Source of funding and year: <b>CY 2024 COB</b>
Approved Budget to the Contract (ABC): <b>PESOS: FIFTY-FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 (Php55,500,000.00) IN PHILIPPINE CURRENCY</b>
Procurement Project/ Identification Number: <b>Responsibility Center Code No. 24-D24G-10606010-274</b>

Bids received in excess of the ABC shall be automatically rejected at bid opening.

**Lot-procurement**

The MIAA, through the (please refer to the above project particulars) 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.

**Framework Agreement:**

The MIAA using:  Single-year  
 Multi-year for a duration of:  2 or  3 years.

Framework Agreement, through the (please refer to the above project particulars) being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.

2. The MIAA now invites bids for the above Procurement Project.

<i>Contract Duration</i>	<b>SIXTY (60) CALENDAR DAYS</b>
<i>Bidders should have completed</i>	refer ITB to Clause 5.3(a) from the date of submission and receipt of bids, a contract similar to the Project

Bidders should have completed, 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).

**Framework Agreement**

The MIAA now invites bids for the above Procurement Project.

Delivery of the Goods is required within:

expected delivery time frame   
 after issuance of a Call-Off or any date determined by the PE

Bidders should have completed, within [(insert relevant period)] from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

a. [Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 DO NOT exist:]

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.

b. [Select this paragraph if condition (a), (c), or (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 exists:]

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from:

<b>MIAA</b>	<b>GENERAL SERVICES DIVISION</b>	<b>AGM FOR FINANCE AND ADMINISTRATION</b>
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and inspect the Bidding Documents at the address given below during regular office hours.

5. A complete set of Bidding Documents may be acquired by interested Bidders on:

<i>From</i>	<i>To</i>	<i>Time</i>
<b>20 January 2025</b>	<b>11 February 2025</b>	<b>8:00 AM-5:00 PM</b>
<b>11 February 2025</b>		<b>08:00 AM – 12:00NN</b>

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 **PHP 50,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either in person<sup>1</sup>.

*[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]*

6. The **MIAA** will hold a Pre-Bid Conference<sup>2</sup> on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
<b>January 28, 2025</b>	<b>2:00 PM</b>	<b>4/F, Audio Visual Room, MIAA Administration Building</b>

and/or through video conferencing or webcasting<sup>3</sup> which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat:

<i>Mode of Bid submission</i>	<i>Last day of submission</i>	<i>Time</i>
<b>Manual submission</b>	<b>11 February 2025</b>	<b>12:00 NN.</b>
<b>LATE BIDS SHALL NOT BE ACCEPTED</b>		

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.

<sup>1</sup> It may be presented in person, by facsimile, or through electronic means;

<sup>2</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

<sup>3</sup> via Facebook Live at Ninoy Aquino International Airport;

9. Bid opening shall be on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
<b>11 February 2025</b>	<b>2:00 PM</b>	<b>4/F, Audio Visual Room, MIAA Administration Building</b>

and/or via social media<sup>4</sup>. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. [n/a] [*Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions*]

11. The MIAA 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:

**MR. BENJAMIN T. MANALILI III**  
BAC Head Secretariat  
Bids and Awards Committee  
Nos. 88771109 Loc. 3736, 3838 and 3010  
e-mail: bac@miaa.gov.ph

13. You may visit the following websites: [www.miaa.gov.ph](http://www.miaa.gov.ph)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)  
[www.facebook.com/MIAAGovPH](https://www.facebook.com/MIAAGovPH)

For downloading of Bidding Documents:

For online bid submission:

✓
n/a

Date of Issue

20 JANUARY 2025, MONDAY

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**MGEN. MANUEL V. SEQUITIN, PA (RET) CESE**  
Chairperson, MIAA Bids and Awards Committee

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<sup>4</sup> *ibid*;

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

# 1. Scope of Bid

The MIAA wishes to receive Bids for the:

Project Name / Title	SUPPLY, DELIVERY AND AFTER SALES SERVICE OF FORTY-THREE (43) BRAND NEW UTILITY VEHICLES
Procurement Project/ Identification number	Responsibility Center Code No. 24-D24G-10606010-274

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project (referred to herein as “Project”) is composed of:

one (1)	Refer to Terms of Reference on the SUPPLY, DELIVERY AND AFTER SALES SERVICE OF FORTY-THREE (43) BRAND NEW UTILITY VEHICLES
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# 2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of: PESOS: FIFTY-FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 ONLY (Php55,500,000.00) IN PHILIPPINE CURRENCY;

2.2. The source of funding is: CY COB 2024

n/a Early procurement activity:  
a. GOCC and GFIs, the proposed Corporate Operating Budget.

NOT an early procurement activity:  
a. GOCC and GFIs, 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. *[Select one, delete other/s]*

n/a

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. 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:

*[Select one, delete the other/s]*

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.

n/a

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

n/a

c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *(Select either failure or monopoly of bidding based on market research conducted)*

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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:

*[Select one, delete other/s]*

n/a a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

b. Subcontracting is NOT allowed.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]*

n/a The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]*

n/a The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the

2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

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

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

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the period as provided in paragraph 2 of the **IB** 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.
- 11.5. *[Include if Framework Agreement will be used:]*  
 n/a Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 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**.
- 12.2. *[Include if Framework Agreement will be used:]*

n/a

For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

For Framework Agreement, the following should also apply in addition to Clause 12.1:

- c. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- d. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 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:

*[Select one, delete the other/s]*

a. Philippine Pesos.

b. A foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>5</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 for **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]*  
 n/a In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## 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**.
- 16.2. *[Include if Framework Agreement will be used:]*

n/a For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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<sup>5</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.

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## 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.

- 18.2. *[Include if Framework Agreement will be used:]*

n/a For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 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.

n/a *Include the following options if Framework Agreement will be used:*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

- 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:

*[Select one, delete the other/s]*

Option 1 – One Project having several items that shall be awarded as one contract.

n/a Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

n/a Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

*[Delete Options 2 and 3 if Framework Agreement will be used.]*

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. *[Include if Framework Agreement will be used:]*

n/a For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *[n/a](Include if Framework Agreement will be used:)* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,} 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**.  
[ n/a ](Include if Framework Agreement will be used:) For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

## 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**.

n/a
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 Include the following clauses if Framework Agreement will be used:

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

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

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Heat Rejection Film Installation</li> <li>b. Completed within the period as provided in paragraph 2 of the IB prior to the deadline for the submission and receipt of bids.</li> </ul>				
7.1	<i>[ n/a ] [Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>				
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</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 PhP1,110,000.00 <i>[amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than PhP2,775,000.00 <i>[amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>				
19.3	<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 50%; text-align: center;">Item</th> <th style="width: 50%; text-align: center;">Unit/Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Refer to Terms of Reference</td> </tr> </tbody> </table> <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[ n/a ] [In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>	Item	Unit/Quantity	1	Refer to Terms of Reference
Item	Unit/Quantity				
1	Refer to Terms of Reference				
20.2	<p>List here any licenses and permits relevant to the Project and the corresponding law requiring it.</p> <p>Refer to <b>Terms of Reference</b></p>				
21.2	<i>[ n/a ] [List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>				



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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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**.

n/a *Include the following clauses if Framework Agreement will be used:*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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.

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

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

#### **5. Warranty**

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

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

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

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

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

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

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “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 1. <b>MS. ARLENE B. BRITANICO</b> AGM for Finance and Administration</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> <p><i>[ n/a ] Select appropriate requirements and delete the rest.</i></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>

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.

f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

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

[n/a] *Select appropriate requirements and delete the rest.*

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><input checked="" type="checkbox"/> [If partial payment is allowed, state] “The terms of payment shall be as follows: <u>refer to <b>Technical Specifications and Bidder’s Qualifications</b></u>”</p>
4	<p><input checked="" type="checkbox"/> The inspections and tests that will be conducted are: <u>refer to <b>Technical Specifications and Bidder’s Qualifications</b></u></p>





[Use this form for Framework Agreement:]

## ***Framework Agreement List***

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<b><i>FRAMEWORK AGREEMENT LIST (AGENCY)</i></b>			
<b><i>Item / Service Type and nature of each item/service</i></b>	<b><i>Cost per item or service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Total Cost per Item</i></b>
<b><i>TOTAL (Approved Budget for the Contract)</i></b>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<b><i>SIGNATURE OVER PRINTED NAME</i></b>	<b><i>POSITION</i></b>	<b><i>DEPARTMENT/DIVISION</i></b>	

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

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1 Lot	<p style="text-align: center;">Refer to <b><u>Technical Specifications and Bidder’s Qualifications</u></b></p>	

[Use this form for Framework Agreement:]

## *Technical Specifications*

<b>TECHNICAL SPECIFICATIONS</b>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

**Statement of all Government & Private Contract ongoing which are similar or not similar in nature and complexity as the Project subject of the Bidding**

**Business Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Contract Effectivity
			Description	%		
<b>Government</b>						
<b>Private</b>						

**Submitted by:** \_\_\_\_\_  
(Print Name and Signature)

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Statement of Single Largest Contract completed within 2019-Present which are similar in nature and complexity as the Project subject of the Bidding**

**Business Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Date Completed
			Description	%		
<b>Government</b>						
<b>Private</b>						

Note: **This statement shall be supported by the following:**

- 1. Official Receipt from the owner/client or**
- 2. Certification of End-user's Acceptance or**
- 3. Sales Invoice**

**Submitted by:** \_\_\_\_\_  
(Print Name and Signature)

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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

---

**BID FORM**

Date : \_\_\_\_\_  
 Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Of agent	Amount and Purpose of Currency Commission or gratuity
------------------------------	--


(if none, state “None”) ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

# PRICE SCHEDULE FORM

## SUMMARY

PROJECT : SUPPLY, DELIERY AND AFTER SALES SERVICE OF FORTY-THREE (43) BRAND  
: NEW UTILITY VEHICLES

LOCATION : MIAA Warehouse

		UNIT PRICE	TOTAL AMOUNT
LOT 1:	Passenger Van	1 unit	
LOT 2:	Van	10 units	
LOT 3:	Multi-Purpose Vehicle for executive function	1 unit	
LOT 4:	Multi-Purpose Vehicle	11 units	
LOT 5:	Pick-Up	8 units	
LOT 6:	Motorcycle 400-450cc	1 unit	
	Motorcycle 200cc max	4 units	
	Motorcycle 150 cc	2 units	
LOT 7:	Minibus	1 unit	
LOT 8:	H/E Dropside Truck	1 unit	
	H/E Dump Truck	1 unit	
	H/E Loader	1 unit	
LOT 9:	SWAT Van	1 unit	

VAT (12%):

TOTAL BID AMOUNT:

**Submitted By:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**General Notes:**

1. All items not included in the Price Schedule Form but necessary for the completion of the project shall be supplied by the Contractor at no Cost to the MIAA.
2. Use Excel In the computation of bid prices, the centavo component must be rounded off to the nearest 2 decimal points.
3. Items and Specifications should strictly conform to the Terms of Reference.

# **TERMS OF REFERENCE**



## I. INTRODUCTION

On 16 May 2024, the MIAA received from the Department of Budget and Management (DBM) Approval to Purchase Motor Vehicles (APMV) No. C-24-0042 in response to our letter dated 03 April 2024 requesting approval for the purchase of 43 vehicles of different configurations. These vehicles will be used by various offices and units in the exercise of executive functions and the performance of their mandated duties and responsibilities. Hereunder are the approved vehicles, to wit:

Qty.	Type	Intended Use
1	Passenger Van	For transport of personnel, equipment, supplies, products & materials
10	Van	
1	Multi-Purpose Vehicle	For exercise of executive functions
11	Multi-Purpose Vehicle	For Patrol Operations
8	Pick-up	
5	Motorcycle Specs to vary according to intended use of the agency 1- 400-450 cc (a) 4- 200 cc max (b)	
2	Motorcycle	For transport of personnel, equipment, supplies, products & materials
1	Minibus	
1	H/E Dropside Truck	For road construction and waste management
1	H/E Dump Truck	
1	H/E Self Loader	
1	SWAT Van	For security w/I the airport's AOR and for responding to external airport safety/ security concerns
<b>43</b>		

The Authority now invites interested proponents to bid for the supply, delivery of the 43 vehicles and entering into a framework agreement with the MIAA for provision of preventive maintenance servicing up until 10,000 kms or one year after delivery of the units. The proponents must adhere to the work description, technical specifications and terms and conditions stipulated in this Terms of Reference.

## II. TYPOLOGY OF GOVERNMENT MOTOR VEHICLES & SPECIFICATIONS

For purposes of clarity, the vehicles to be procured shall conform to the descriptions by the Department of Budget & Management in Budget Circular No. 2022-1 dated 11 February 2022. The procuring entity has indicated the specifications of the requested vehicles based on the parameters set by the DBM.

<b>LOT : 1</b>	<b>1) Passenger Van</b> - large four-wheel enclosed vehicle intended for conveying passengers and/or hauling cargo, traditionally having four (4) doors [two side doors for the driver and front passengers, one (1) or two (2) passenger side sliding doors, and a tailgate]. The seating capacity ranges from eight (8) to 18 passengers, including the driver. It has several rows of folding or removable seats behind the front passenger seat. It has no luggage compartment but an expandable area at the rear which can be used for luggage, cargoes, etc. Diesel engine displacement 2200cc to 3000 cc diesel.	
<b>QTY : 1</b>		
<b>Particulars</b>		<b>Agency Requirements</b>
Engine/ Motor	Diesel - 4-inline, water-cooled, turbo-charged, 16 valves, CRDI tech, Euro 4 compliant with engine displacement of 2200cc to 3000cc. at least 130 hp	
Transmission	Manual	
Drive layout	4 x 2 front or rear wheel drive	
Suspension front/ rear	Independent/ as per manufacturer	
Brakes front/ rear	Disc or disc/ drum	
No. of doors	At least 4	
No. of seats	8-16, reclining/ folding	
Airconditioning	dual zone front & rear or per row	
Tire / wheels	Radial 15-16"/ as per manufacturer	
Driver's Assist	Power steering, brakes, windows (front), door locks	
Safety	Seat belts, front and all pax At least 2 front airbags (SRS)	Anti-lock Braking System Reverse parking sensor
Security	manufacturer's specs.	

<b>LOT 2</b>	<b>2. Van</b> - A fully or partially enclosed four-wheel general-purpose utility vehicle with two (2) compartments: (i) the front cabin/cab with two (2) side doors seating three (3) passengers, including the driver, on a full width seat, and (ii) the rear deck accommodating eight (8) to 16 passengers with facing collapsible bench seats accessible through rear door(s).	
<b>QTY. : 10</b>		
<b>Particulars</b>		<b>Agency Requirements</b>
Engine	Diesel - 4-inline, water-cooled, turbo-charged, CRDI tech, Euro 4 compliant diesel 1900cc to 2800cc.	
Transmission	Manual	
Drive layout	4 x 2 front or rear wheel drive	

rear		
Brakes front/ rear	Disc/ drum or disc/ disc	
No. of doors	3	
No. of seats	2-3 front/ 10-14 rear side facing, folding	
Airconditioning	dual zone front & rear	
Infotainment	As per manufacturer's specs on model offered	
Tire / wheels	Radial 14"- 15"/ as per manufacturer	
Driver's Assist	Power steering, brakes,	
Safety	Seat belts, front	At least 2 airbags (SRS)
Security	As per manufacturer's specs on model offered	

<b>LOT: 3</b>	<b>3A. Multi – Purpose Vehicle - A four-wheel enclosed vehicle having four side doors and a fifth rear door or lift-up tailgate. It has a maximum seating capacity of 10 passengers including the driver, with its two (2) rows of front seats and foldable rear seats. Engine displacement 1900cc to 2800 cc diesel.</b>	
<b>QTY : 1</b>		
<b>Particulars</b>	<b>Agency Requirements</b>	
Engine	Diesel - 4-inline, water-cooled, turbo-charged, 16 valves, CRDI tech, Euro 4 compliant 1900cc to 2800cc.	
Transmission	Automatic	
Drive layout	4 x 2 front or rear wheel drive	
Suspension front/ rear	Independent/ as per manufacturer	
Brakes front/ rear	disc/ disc	
No. of doors	5	
No. of seats	7 reclining/ folding	
Airconditioning	dual zone front & rear or vents per row	
Infotainment	As per manufacturer's specs on model offered	
Tire / wheels	Radial 16" - 18"/ as per manufacturer	
Driver's Assist	Power steering, brakes, windows (front), door locks	
Safety	Seat belts, front and all fixed rear seats Anti-lock Braking System w/ Electronic Brakeforce distribution	At least 3 airbags (SRS) Stability control Reverse parking sensor
Security	Engine immobilizer	

<b>LOT 4</b>	<b>3.B Multi – Purpose Vehicle - same as 3A</b>	
<b>QTY. : 11</b>	Diesel Engine 1900cc to 2800 cc.	
<b>Particulars</b>		<b>Agency Requirements</b>
Engine	Diesel 1900cc to 2800cc	
Transmission	Manual	
Drive layout	4 x 2 (Diesel- RWD)	
Suspension front/ rear	Independent/ as per manufacturer	
Brakes front/ rear	Disc/ drum or disc/ disc	
No. of doors	5	
No. of seats	7-8 reclining/ folding	
Airconditioning	dual zone front & rear	
Infotainment	As per manufacturer's specs on model offered	
Tire / wheels	Radial /as per manufacturer	
Driver's Assist	Power steering, brakes, windows (front), door locks	
Safety	Seat belts, front and all fixed rear seats Anti-lock Braking System and/or Electronic Brakeforce distribution	At least 2 airbags (SRS) Stability control Reverse parking sensor
Security	Engine immobilizer, Alarm or as per manufacturer's specifications	
Accessories	1 set	5 sets
	Hide-away Siren/ Public Address system. Mirror Dash Cam	All LED Light Bar Flashing/ strobe Red/ White & Blue combo. Hide-away Siren/ Public Address system. Mirror Dash Cam Backing Horn- 100 Db

<b>LOT 5</b>	<b>4. Pick-up - A four-wheel compact truck with a low-sided open cargo hauler, and a dual passenger cab accommodating up to six (6) passengers on split and/or bench seats with four (4) side doors. Engine displacement 1900cc to 3000 cc Diesel.</b>	
<b>QTY. : 8</b>		
<b>Particulars</b>		<b>Agency Requirements</b>
Engine	Diesel - 4-inline, water-cooled, turbo-charged w/ intercooler ,16 valves, CRDI tech, Euro 4 compliant 1900cc to 3000cc. Power & Torque not less than 140 Hp & 350 N-m respectively	
Transmission	Manual	
Drive layout	4 x 2 rear wheel drive	
Suspension front/ rear	Independent/ as per manufacturer	
Brakes front/ rear	Disc/ drum or disc/ disc	
No. of doors	4	
No. of seats	5	

Airconditioning	Single zone/ dual zone	
Infotainment	As per manufacturer's specs on model offered	
Tire / wheels	Radial 16"- 18"/ as per manufacturer	
Driver's Assist	Power steering, brakes, windows, door locks	
Safety	Seat belts, all seats At least 4 airbags (SRS) Anti-lock Brake System	Electronic Brakeforce Distribution Reverse sensor
Security	Manufacturers specs	
Accessories	4	4
	Roof mounted combination All yellow Led light bar & P/A System, Mirror Dash Cam Backing Horn- 100 Db Bedliner	All LED Light Bar Flashing/ strobe Red/ White & Blue combo. Hide-away Siren/ Public Address system. Mirror Dash Cam Backing Horn- 100 Db Bedliner

<b>Lot 6</b>	<b>5. Motorcycle - A two-wheel vehicle having one (1) or two (2) riding saddles.</b>			
	<b>Particulars</b>	<b>Agency Requirements</b>		
	Classification	Scooter		Sports Bike
	Model	2024		
	Quantity	2	2	1
	Color	Choice from factory colors		
	Engine cycle	4- stroke		
	Engine displacement as advertised	150cc	160cc	450 cc
	Max Hp/ Torque Not less than	10 Hp/10Nm	15 Hp/ 14 Nm	45 Hp/ 37 Nm
	Ignition System	Manufacturer's Standard		
	Fuel/ fuel delivery system	Gasoline/ EFI		
	Starting system	Electric/Kick	Electric	Electric
	Cooling system	Manufacturer's Standard		
	No. of cylinders	1	1	2
	No. of valves	2	4	8
	Electrical system	12V		
	Transmission	Automatic CVT		Manual, 6-spd
	Tires	Radial/ Tubeless		
	Tire size Front	130/60-13	110/80-14	110/70-17
	Tire size Rear	130/60-13	130/70-13	150/60-17
	Wheels	alloy		

	Fuel tank Location	Bet. floorboard		Standard
	Fuel tank capacity (L) Not less than	6	8	14
	Brakes System	Hydraulic		
	Brake Front/ Rear	Disc		Disc F/R with Traction Control
	Suspension/ Front	Telescopic		
	Suspension/ Rear	Dual Shocks	Dual Shocks with sub tanks	Central mono shock
	Instrumentation	Digital		
	<b>SAFETY &amp; SECURITY</b>			
	Lighting	Full LED		
	ABS		Equipped	
	Anti-Theft		Equipped	
	Pass Switch	Equipped		
	Slipper Clutch			Equipped
	<b>STANDARD ACCESSORIES</b>			
	Tool Kit with bag	Equipped		
	<b>ADDITIONAL ACCESSORIES</b>			
	a) Top Box 25-28 L (alloy)		Equipped	
	b) Side Panniers 18 L alloy		Equipped	
	c) Full Crash guard		Equipped	
	d) Top Box & Pannier Bracket		Equipped	
	e) Front & rear Blinkers		Equipped	
	f) Siren/ PA System		Equipped	

<b>LOT 7</b>	<b>6. Mini-Bus</b> – a four- or six-wheel heavy and long bodied motor vehicle with locally assembled or fully imported chassis and body. It is primarily designed to carry a comparatively large number of passengers.
<b>QTY. : 1</b>	
<b>Particulars</b>	<b>Agency Requirements</b>
Engine/ Motor	Diesel fed, 4-inline, water-cooled, turbo-charged w/ intercooler ,16 valves, CRDI tech, Euro 4 compliant 3600cc to 6500cc. with max power of at least 136 Hp & 370 N-m
Transmission	Manual
Drive layout	4 x 2 rear wheel drive
Suspension front/	F-Leaf spring/ shock absorbers- Reverse Elliot I-beam axle /

rear	R- Leaf spring shock absorbers	
Brakes front/ rear	Hydraulic with vacuum assist dual circuit, parking brakes, drum/drum or disc/drum	
No. of doors	At least 2	
No. of seats	29+ 1, reclining	
Air-conditioning	Front and rear vents	
Infotainment	As per manufacturer's specs on model offered	
Tire / wheels	6 + 1 Radial 16"-18"/ Steel	
Driver's Assist	Power steering, brakes, windows, door locks	
Safety	Seat belts, all seats Driver & front Pax airbags (SRS)	Anti-lock Brake System Reverse sensor
Security	As per manufacturer's specs on model offered	
Accessories	Reverse Camera & 7" Monitor Backing Horn- 100 Db	

<b>LOT 8</b>	<b>7. Heavy Equipment</b> - A large and heavy-fabricated automotive vehicle used in the construction, improvement, rehabilitation and maintenance of roads and bridges and other infrastructure, waste management and environmental sanitation, and related activities.
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Particulars	Agency Requirements		
Truck Body Configuration	Drop side truck	Dump truck	Self-loader
	a truck having folding sides and rear tailgate hinged at the bottom allowing them to drop down to give easy access to the bed for loading or unloading. Has 2 axles and 6 wheels. Bed: 14 ft Payload: 4,000 kg	a cab and chassis truck with a rear bed that tilts backward on its rear hinge through the use of hydraulic cylinder/s to dump loose materials from the bed. Has 2 axles and 6 wheels. Dump box capacity: approx. 4. Cu. meters Payload: 4,000 kg.	a cab and chassis truck that has a mechanism at the back of the front cabin that allows the rear bed of the truck to tilt upward and slide backwards towards the ground so vehicles or equipment can be loaded onto the bed through their own power or pulled by a winch. Has 2 axles and 6 wheels. Rear bed 17-20 ft length Load Capacity: 3,500 kg
<b>Qty.</b>	<b>1</b>	<b>1</b>	<b>1</b>

Engine/ Motor	Diesel fed, 4-inline, water-cooled, turbo-charged, 16 valves, CRDI tech, Euro 4 compliant 3000 cc to 4000cc. with min. power of 150 Hp & Torque of 500 N-m
Transmission	Manual
Drive layout	4 x 2 RWD
Suspension front/ rear	F-Leaf spring/ shock absorbers- Reverse Elliot I-beam axle / R- Leaf spring shock absorbers -
Brakes	Pneumatic Brake, Drum all around, with engine brake and air cut-off parking brake
No. of doors	2
No. of seats	2-3 pax/ bench or bucket
Airconditioning	Single zone
Infotainment	As per manufacturer's specs on model offered
Tire / wheels	6+1 Radial 16" - 18" / steel
Driver's Assist	Power steering, brakes
Safety	Seat belts, front As per manufacturer's specifications
Accessories	All yellow or Yellow and white LED 44-48" light bar w/ PA system Reverse Camera & 7" Monitor Backing Horn- 100 Db

<b>LOT 9</b>	<b>8. SPECIAL FUNCTIONS/PURPOSE VEHICLE – SWAT VAN-</b> For agency's special functions/ purpose Custom-built for special function/purpose.	
<b>QTY. : 1</b>		
<b>Particulars</b>	<b>Agency Requirements</b>	
Engine/ Motor	Diesel fed, 4-inline, water-cooled, turbo-charged w/ intercooler ,16 valves, CRDI tech, Euro 4 compliant 3600cc to 4000cc. with max power of at least 115 Hp & 350 N-m	
Classification	Light Commercial Truck, Cab over engine, SWAT (Closed) Van	
Transmission	6- Speed Automated Manual	
Drive layout	4 x 2 rear wheel drive	
Suspension front/ rear	F-Leaf spring/ shock absorbers- Reverse Elliot I-beam axle / R- Leaf spring shock absorbers –	
Brakes front/ rear	Air brakes or Hydraulic with vacuum assist dual circuit, parking brakes, drum/drum or disc/drum	
Electrical System	24V	
Tire / wheels	6 + 1 tube type 15-16" or 15-16" Radial/ Steel	
Rear Body Construction & General Description	Body on frame, Rear cab of galvanized iron sheet construction, fully insulated with laminated plywood interior panels, side panel skirts and bottom compartments, diamond tread flooring	
Dimension/Capacity	Rear Compartment 12-14 ft (L) x 6-6.5 ft (W) x 6 ft ht.(H)	At least 17 crew + driver & Counter terrorism equipment



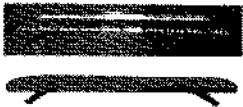


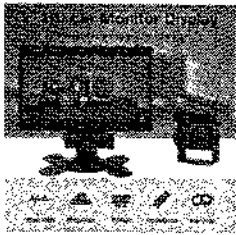

No. of doors	Rear cab 1 Side Door, 2 swing out rear walk-in doors, 1 sliding roof escape hatch	
No. of windows	Rear cab, 1 sliding front window as access to front cab, 1 fixed window on side door, 1 sliding window on right side panel, 1 fixed window each on rear swing doors, 2 sliding windows on left panel	
Flooring	diamond tread plate	
Interior lighting	24V full LED ceiling mounted lighting.	
Seat	Full length fold up cushioned seat and back rest with under seat storage	
External features	<ul style="list-style-type: none"> <li>• Roof platform to allow personnel to shoot in prone position or reach elevated structures without damaging the roof.</li> <li>• Reinforced ladder on left side panel for access to/from roof.</li> <li>• Extended rear diamond tread step plate and stow away sidestep plates for crew to stand on during response, 8-12" wide.</li> <li>• 1" diameter grab rails on topside of rear and side panels for crew to hang on to.</li> </ul>	
Airconditioning	Dual (Front and rear compartments)	
Infotainment	As per manufacturer's specs on model offered	
Tire / wheels	6 + 1 tube type 15-16" / 16-18" Radial/ Steel	
Driver's Assist	Power steering, brakes	
Safety	Seat belts, front cab	
Security	As per manufacturer's specs on model offered	
Accessories	All LED Light Bar Flashing/ strobe Red/ White & Blue combo. Hide-away Siren/ Public Address system.	Reverse /4- Parking Sensor with LED display and buzzer alert Reverse Camera & 7" Monitor Backing Horn- 100 Db

Note: The basic set of tools, early warning device, mattings, tint, seat covers, and any other freebies that the dealers may provide should be included with every vehicle, as applicable. The accessories listed herein are add-on items and are subject to additional expense.


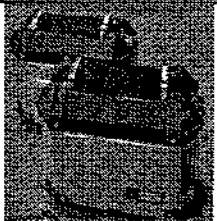

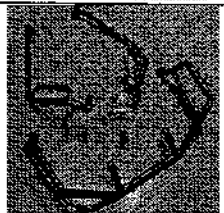
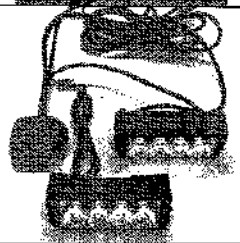
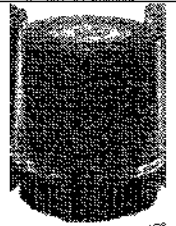
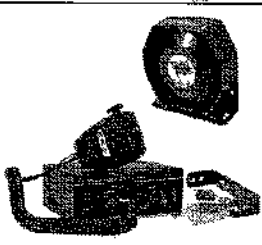
**Additional Requirements:**

1. Latest certificate of authorized dealership/distributorship from the manufacturer.
2. Documentary evidence that the brand name is in the Philippine market for at least 25 years. (Except for lot 6 and Lot 8)

## II-B. TECH SPECS (B2)- Accessories- Motor Vehicles

Description/ Specifications	
<p><b>All LED Light Bar Flashing/ strobe Red/ White &amp; Blue combo. No siren/PA system included. 12-24V application, 44-48" width, 8-9" depth, 1.5-2" height</b>            22 LED modules (10 front, 10 rear, one on each side) of 4 LEDs each, Total 88 Watts @ 100 lumens/ led. Waterproof, ABS LED housing, aluminum bracket, mounting hardware, control box, wiring harness.</p>	
<p><b>Hide-away Siren/ Public Address system.</b> For installation under the bumper or in the engine bay, 12 Volt system, 200W rated output, 9 tones, with push to talk microphone. Flasher/ beacon / alley or work light ready.</p>	
<p><b>Roof mounted combination All yellow Led light bar &amp; P/A System,</b>            12-24V application. Measures approx. 120cm W x *30cm D x *21cm H            Fully waterproof. Made of UV resistant Polycarbonate Housing, aluminum alloy frame and speaker shell. SMD LED front, rear and side panels for 360 visibility, 100W siren/PA system with 7 tones and push to talk microphone function.</p>	
<p><b>Rear View Monitor Parking System 12-24 V system</b>            Monitor - Display Size:7.0 ", Resolution :800*480, System: PAL/NTSC , Video:2 channel video input; V1/V2 switch            Camera - 18 IR LED HD Colored, Image sensor: HD7070 mirror image without Grid Lines            TV system: PAL/NTSC, Lens:2.8m, (120 View angle),            Number of pixels: 720*586, Horizontal. Res: 480 TV Lines  <b>Auto Backlight compensation Auto Gain Control: Night vision capable</b></p>	
<p><b>Backing Horn</b>            12-24 Volt system            100 decibels +/- 5            Aluminum alloy construction</p>	

## II-C. TECH SPECS (B2)- Accessories- Motorcycles

Description/ Specifications	
Alloy Top box (28-liter capacity) with back rest and faux leather inner liner and lockable top lid. Black/ white or silver combination.	
Alloy or plastic Side panniers ((18L) (2) with inner liner and lockable top lids. Black/ white or silver combination.	
Top box and Side Pannier Bracket. Direct bolt-on. Heavy -duty B.I. Material, matte black powder coat finish	
Full crash guard. Heavy- duty B.I. material, matte black powder coat finish	
2 pc/ set red and blue all LED blinkers & steady white. 6 LEDs/ blinker. Front mounted on crash guard	
Red and Blue LED beacon light, Strobe and Revolving, 72- LEDs. 3 sequence 1) All Flash 2) Revolving 3) Alternate Flash. Magnet mount, 12-24 Volt system. to be mounted on top of Top box. Approx. size, 4.5" h x 4.5" d	
PA/ Siren system 12 V system. Output 300W, sound level 150db. 9 alarm/warning tones with ptt microphone and hideaway speaker (140mm dia.)	

### **III. BIDDER ELIGIBILITY**

- 1) Proponents must be authorized dealers of motor vehicles having the full technical and supply support and backing of their respective foreign principal companies whose main business is the manufacturing or distribution of brand-new vehicles in the Philippines for at least 25 years. However, for lots 6 (motorcycles) and 8 (heavy equipments) the bidder must be in the Philippines for at least 5 years
- 2) Proponents must have and maintain local service facilities in the National Capital Region (NCR) with principal certified technicians who can perform the preventive maintenance servicing, repair, refurbishing and provide all after sales support works required as well as a warehouse with the supplies, parts and allied sundries needed for the efficient and effective operations of the vehicles.
- 3) The proponents, through a Certification of Undertaking must guarantee that all parts and supplies are available for at least ten (10) years after procurement and delivery of the vehicles.

### **IV. WORK DESCRIPTION**

This TOR covers the supply and delivery and provision of after sales support of 43 vehicles. To qualify, the offered vehicles must meet the basic specifications as enumerated in Section II. It is to be understood that the specifications stated therein are the minimum or basic requirements of the MIAA. The proponents are at liberty to offer models that feature specifications which are beyond the specified requirements but not beyond the maximum engine displacement .

The PMS tied with the acquisition of the vehicles is only for the first 10,000 kilometers.

### **V. TERMS & CONDITIONS**

- 1) The winning bidder must be able to deliver the units within 60 days after receipt of the Notice of Award or Notice to Proceed or signed contract whichever is required by the MIAA.
- 2) The winning bidder must familiarize the end-user's representatives with the technical aspects relevant to the vehicles' operation and maintenance.
- 3) The winning bidder shall include in their bid all incidental costs such as shipping/freight, insurance from port of origin to Philippine port to MIAA (in case of imported or completely/semi- built-up units), taxes and other charges.
- 4) The winning bidder shall also assume the acquisition of the Compulsory Third Party Liability (CTPL) insurance from the GSIS for registration purposes.
- 5) The winning bidder shall also assume the cost and responsibility of having the vehicles registered with the Land Transportation Office (LTO) for the next three years
- 6) Cost of comprehensive insurance shall be for the account of the MIAA.

- 7) The winning bidders shall present a PMS schedule inclusive of labor and services to be done, supplies to be use free of charge as indicated in the brochure / manual.
- 8) The winning bidder shall similarly extend a credit facility to the MIAA to avail of the preventive maintenance services required by the vehicles, payment to be made within 30 days after receipt of service invoice by the MIAA.
- 9) Bidding will be on per lot basis **Annex A**.

## **VI. WARRANTY PROVISIONS**

The winning bidders shall provide a bumper-to-bumper warranty on the vehicles for a **minimum** of 100,000 kms or three years. For motorcycles, warranty is at least one year or 12,000 kms or as provided in the manufacturers brochure which ever comes first. In case of full or hybrid electric vehicles, the bidders are to provide a separate warranty for the batteries (except for the 12V automotive batteries which are considered consumables/expendables) of these vehicles which will not be less than five years. If the original factory warranty provision is more than what is required, the latter shall prevail.

The MIAA for its part shall agree to abide by the preventive maintenance schedule provided by the contractor. A PMS menu shall be provided by the proponents for reference and subsequent basis for the preparation of another TOR for the PMS from 15,000 to 100,000 kms. Primary servicing shall be done at the contractor's facility within the National Capital Region.

## **VII. TERMS OF PAYMENT**

The winning bidder shall be paid within 45 days after final acceptance of the units by the Authority. Payment for PMS is distinct and will not be included in the delivery invoice unless the winning bidder will offer it for free.

# FOR SUPPLY, DELIVER AND AFTER SALES SERVICE OF 43 BRAND NEW UTILITY VEHICLES PHP. 55, 500,000.00

NO.	LOT NO.	ITEM	QUANTITY	TOTAL COST
1.	1	Passenger Van	1 Unit	
2.	2	Van	10 Unit	
3.	3	Multi-Purpose Vehicle for executive function	1 Unit	
4.	4	Multi-Purpose Vehicle	11 Unit	
5.	5	Pick-up	8 Unit	
6.	6	Motorcycle 400-450 cc	1 Unit	
		Motorcycle 200 cc max	4 Unit	
		Motorcycle 150 cc	2 Unit	
7.	7	Minibus	1 Unit	
8.	8	H /E Dropside Truck	1 Unit	
		H /E Dump Truck	1 Unit	
		H / E Loader	1 Unit	
9.	9	SWAT Van	1 Unit	
<b>TOTAL</b>				<b>55,500,000.00</b>

Prepared By:

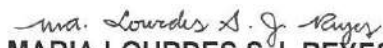
Verified by:

  
**ROMEO C. GULINAO**  
 Manager  
 General services Division


  
**ROSEMARIE G. EREÑETA, MNSA**  
 Officer-In-Charge  
 Administrative Department

Recommending Approval:

  
**ARLENE B. BRITANICO**  
 Assistant General Manager for  
 Finance and Administration

  
**MARIA LOURDES S.J. REYES**  
 Senior Assistant General Manager  
 19 NOV 2024

Approved by:

  
**ERIC JOSE C. INES**  
 General Manager  
 NOV 20 2024

# 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 Pictures/Brochures, Literature and/or Description of the Equipment to be used, 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.



