



PHILIPPINE INTERNATIONAL TRADING CORPORATION

NATIONAL DEVELOPMENT COMPANY (NDC) BUILDING, 116 TORDESILLAS STREET,
SALCEDO VILLAGE, 1277 MAKATI CITY

BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF FOUR (4) UNITS BRAND NEW ASIAN UTILITY VEHICLE (AUV) FOR TEHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

Bid Reference No. GPG-B1-2020-488 Rebid
(Previous Bid Reference No. GPG-B1-2020-085)

Sixth Edition
NOVEMBER 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3-5
Section I. Invitation to Bid	6-10
Section II. Instructions to Bidders	11-17
1. Scope of Bid	12
2. Funding Information	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	14
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18-21
Section IV. General Conditions of Contract	22
1. Scope of Contract	23
2. Advance Payment and Terms of Payment	23
3. Performance Security	23
4. Inspection and Tests	23
5. Warranty	24
6. Liability of the Supplier	24
Section V. Special Conditions of Contract	25-30
Section VI. Schedule of Requirements	31
Section VII. Technical Specifications	35
Section VIII. Checklist of Technical and Financial Documents	39-43
Section IX. Bid Forms	44
1. Statement of all ongoing government and private contract	45
2. Statement of Single Largest Completed Contract	46
3. Bid Securing Declaration Form ¹	47
4. Omnibus Sworn Statement (Revised ¹)	48
5. Bid Form	51
6. Price Schedule	52-53
7. Contract Agreement	54
8. Performance Securing Declaration (Revised ¹)	56
9. Special Bank Guaranty	57
10. Form of Performance Security (Bank Guarantee)	58

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



PHILIPPINE INTERNATIONAL TRADING CORPORATION

National Development Company (NDC) Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF 4 UNITS BRAND NEW ASIAN UTILITY VEHICLE (AUV) FOR TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

1. The *Philippine International Trading Corporation (PITC)* and *Technical Education and Skills Development Authority (TESDA)* through the **General Appropriation Act (GAA) FY 2018 (PITC CR No.1117 dated December 13, 2019)** intend to apply the sum of **Pesos: Five Million Four Hundred Thousand & 00/100 (₱ 5,400,000.00)** being the ABC to payments under the contract for the **Supply and Delivery of 4 Units Brand New Asian Utility Vehicle (AUV) for Technical Education and Skills Development Authority (TESDA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine International Trading Corporation (PITC)** and **Technical Education and Skills Development Authority (TESDA)** now invite bids for the above Procurement Project. Delivery of the Goods is required as follows:

Description	Qty.	Total ABC (P) (VAT Inclusive)		Cost/Price of Bid Documents (Cash Payment OR Cash Deposit) (₱)
		Unit Price	Total Price	
Brand New Asian Utility Vehicle (AUV), Automatic Transmission with Engine Displacement not exceeding 2000cc	4 units	1,350,000.00	5,400,000.00	5,400.00

Delivery Period: Within thirty (30) calendar days upon receipt of Notice to Proceed.

Delivery Place : Technical Education and Skills Development Authority (TESDA)

Central Office, East Service Road, SLEX, Fort Bonifacio Taguig

Bidders should have completed, within **the last five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

PITC and TESDA now invite bids from authorized Philippine Automotive Dealers/Supplier/Distributor for the Supply and Delivery of Four (4) units Brand New Asian Utility Vehicle (AUV)-(hereafter referred to as GOODS).

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organization with at least sixty (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 5183.

4. Prospective Bidders may obtain further information from Philippine International Trading Corporation (PITC) and inspect the Bidding Documents at the address given below **from Monday to Friday between 9:00AM to 2:00PM**. However, any queries relative to the contents of the bid documents and the project requirements can only be made by supplier not later than ten (10) calendar days prior to the Submission and Opening of Bids.

**Philippine International Trading Corporation
3/F, NDC Building, 116 Tordesillas St.
Salcedo Village, 1227 Makati City**

Note: Maximum size of email with attachment of six (6) MB only

5. A complete set of Bidding Documents may be acquired by interested Bidders **starting 19 November 2020** 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 a non-refundable amount of Pesos: Five Thousand Four Hundred only (PhP5,400.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **through electronic means (bac1secretariat@pitc1973.onmicrosoft.com)**.

Please look for the following BAC Secretariat from the above-mentioned address:

Monday	Jane Arcilla / Vivian Villanueva
Tuesday	Irissa Ordillano / Vivian Villanueva
Wednesday	Jane Arcilla / Vivian Villanueva
Thursday	Irissa Ordillano
Friday	Irissa Ordillano

It may be also downloaded free of charge from the website of the PhilGEPS and the PITC website. However, only those who have paid the cost of Bidding Documents at least one (1) day before the submission of their bids will be allowed to bid.

Bidders may pay for the cost of Bidding Documents thru any of the following modes of payment:

1. Cash Payment

PITC Cashier will be available from Tuesday to Thursday between 10:00 AM to 02:00PM.

OR

2. Cash Deposit

Interested Bidders may send a request letter for Bank Details to the BAC Secretariat c/o Ma. Theresa Elima at myette.elima@pitc1973.onmicrosoft.com. Thereafter, proof of payment must be emailed back to the BAC Secretariat.

6. The Philippine International Trading Corporation (PITC) will hold a **Pre-Bid Conference** on **26 November 2020 at 9:00am** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.

Bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and who will prepare the documents for the bidder.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below,

**Philippine International Trading Corporation
3/F, NDC Building, 116 Tordesillas St.
Salcedo Village, 1227 Makati City**

on or before **16 December 2020 at 4pm**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **16 December 2020 at 4pm** at the given address below

Philippine International Trading Corporation
5/F, NDC Building, 116 Tordesillas St.
Salcedo Village, 1227 Makati City

In line with the precautionary health measures being adopted by the agency, interested bidders may join the **Pre-Bid Conference** and **Bid Opening** via video conference (Zoom) and advised to send their request for Zoom Link Password to the **bac1secretariat@pitc1973.onmicrosoft.com** with the following information together with proof of identity of the attendee a day before the scheduled conference.

Name of Project
Bid Reference No.
Activity
Company Name
Address
Name of Representative [maximum of two (2)]
Contact Nos.
E-mail Address (to which all communications from the Bids and Awards Committee shall be sent)
Scanned or Photo of Proof of Identity (please attach any government issued ID e.g. Passport, LTO License etc.

Only two (2) pre-registered representatives/personnel/s per company shall be allowed to attend the **Pre-Bid Conference** and **Bid Opening** during zoom meeting.

10. The **Philippine International Trading Corporation (PITC)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BAC Chair
 Bids and Awards Committee I
 Philippine International Trading Corporation
 5/F, NDC Building, 116 Tordesillas St.
 Salcedo Village, 1227 Makati City

E-mail Address: **chairbac1@pitc.gov.ph**

12. You may visit the following websites:

For downloading of Bidding Documents: **www.pitc.gov.ph**

CHRISTABELLE P. EBRIEGA
 Chairperson
 Bids and Awards Committee I
 05 November 2020

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine International Trading Corporation (PITC)** wishes to receive Bids for the Supply and Delivery of **4 Units Brand New Asian Utility Vehicle for Technical Education and Skills Development Authority (TESDA)** with identification number **Bid Reference No. GPG-B1-2020-488 Rebid (Previous Bid Reference No. GPG-B1-2020-085)**.

The Procurement Project (referred to herein as “Project”) is composed of **4 Units Brand New Asian Utility Vehicle**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **General Appropriation Act (GAA) FY 2018 (PITC CR No. 1117 dated December 13, 2019)** in the amount of **Pesos: Five Million Four Hundred Thousand & 00/100 (₱5,400,000.00)**.

2.2. The source of funding is: **General Appropriation Act (GAA) FY 2018**

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. **Subject to the provision in the Invitation to Bid (IB).**

5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA 9184, the Bidder shall have as SLCC that is at least two (2) or more contracts similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least **fifty percent (50%)** 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 Procuring Entity has prescribed that: **Subcontracting is not allowed.**

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

8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in **paragraph 7** 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 last ten (10) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- 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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in **paragraph 8** of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. “Similar contract” shall refer to the Motor Vehicle b. completed within the five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Fort Bonifacio Taguig and VAT inclusive.
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"> a. The amount of not less than two percent (2%) of the ABC or Pesos: One Hundred Eight Thousand 00/100 ₱108,000.00, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five per cent (5%) of the ABC or Pesos: Two Hundred Seventy and 00/100 (₱270,000.00) if bid security is in Surety Bond.
19.3	<p>Supply and Delivery of 4 Units Brand New Asian Utility Vehicle for the Technical Education and Skills Development Authority (TESDA)</p> <p>The description of the items are indicated in the Section VII. Technical Specification.</p>
20.1	<p>Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the supplier shall submit and/or present the following requirements for post qualification:</p> <ul style="list-style-type: none"> 1. Present original copy and submit certified true copy of the following: <ul style="list-style-type: none"> a. For Local Bidders: Latest Income Tax Returns per Revenue Regulations 3-2005; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months):

For Foreign Bidders: Equivalent to the above document issued by country or place of business in English. If not in English, these must be accompanied by an accurate translation in English certified by the bidder's appropriate embassy or consulate in the Philippines.

- b. PO's or Contracts for all Ongoing Contracts
- c. PO or contract relative to Single Largest Completed Contract

(In case of Joint Venture, both partners must present/submit above item a.)

2. Submit original copy of the following:

- a. Company Profile. Company printed brochure may be included.
- b. Vicinity map/location of the business

In case of Joint Venture (local and/or foreign companies), both partners must submit items 2.a and 2.b.

3. Present original copy of the following:

- a. Valid and current Certificate of PHILGEPS Registration (Platinum Membership);
- b. Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018;
- c. PO's or Contracts for all Ongoing Contracts as listed per submitted Annex I;
- d. End-User's Acceptance or Official Receipt (duplicate or triplicate copy) relative to Single Largest Completed Contract

In case of Joint Venture (local and/or foreign companies), partners must present/submit item 3.a and item 3.b.

4. **For Local Manufacturers/Authorized Philippine Distributor:**

Present and/or submit original copy of the following:

- a. Registration certificate from the Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
- b. Valid and Current Business/Mayor's Permit issued by the city or municipality where the principal place of business of Philippine based representative company of foreign Manufacturer or First Tier Distributor is located;
- c. Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018;
- d. End-User's Acceptance or Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipts (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted.

	<p>As part of Post Qualification, eligibility and technical documents submitted by the S/LCB will be validated and verified. Brochure or Technical Data Sheet or equivalent shall be evaluated to ensure compliance with the required technical specifications.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the IRR of RA 9184.</p>
21.1	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>The terms of payment shall be as follows:</p> <p>Payment is made through Corporate check within fifteen (15) calendar days after delivery and acceptance of all items indicated in the Contract and submission of all required documents. All payments are subject to applicable withholding taxes.</p> <p>Documentary requirements for payment are as follows:</p> <p>A. For Local Manufacturer / Assembler / Authorized Philippine Distributor</p> <ol style="list-style-type: none"> 1) Original and duplicate BIR VAT registered Supplier’s Invoice issued under the name of the Technical Education and Skills Development Authority (TESDA) indicating PITC Contract Number. All entries in the Invoice must be typewritten or computer printed; 2) Original and duplicate BIR Registered Delivery Receipt issued under the name of TESDA duly acknowledged and received by PITC’s authorized representative; 3) Certification from TESDA that that the following documents were submitted and/or complied by the Supplier: <ul style="list-style-type: none"> • Shall be issued in favor of TESDA with a validity period minimum of three (3) years on parts and services, or 100,000 kms, whichever comes first, including but not limited to engine and chassis for the unit being bid, from date of Final Acceptance. • Warranty shall cover full replacement of defective items, including labor, spare parts and materials, free of charge. • Integrated Logistics support – Free check-up and labor for 1000kms and 5000kms. • Registration – Free LTO Registration for 3 years • Insurance – Free 1-year comprehensive insurance with Acts of God and TPL Insurance • Complete set of Operator’s Manual. Each unit shall include Brochures which include but not limited to Manual, Warranty Booklet, Operations Manual for Accessories, Warranty Booklet for Air-conditioning Unit and operations and maintenance manuals in English. 4) Original Certificate of Acceptance issued by authorized representatives of TESDA and PITC; 5) One percent (1%) retention money (to cover the first twelve (12) months of the warranty period) will be deducted on the payment UNLESS a Special Bank Guarantee (issued by a local commercial bank equivalent to the 1% retention money) is submitted to PITC. The Retention Money or Special Bank Guarantee shall only be released after the lapse of the said first twelve (12) months, provided that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met; and 6) As applicable, certified true copies of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec.

	<p>5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.</p>
	<p>Delivery and Documents –</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:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>Calamba, Laguna</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines:]</i> “The delivery terms applicable to this Contract are delivered <i>Calamba, Laguna</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> 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. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides 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>Transportation –</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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
--	---

4	<p>Testing Parameters/Procedures:</p> <p>Inspection and Final acceptance of the goods shall be conducted in compliance with the TESDA Technical Specification (Annex 1).</p> <p>For Acceptance, all delivered items shall be subjected to visual inspection of dents, scratches and completeness of parts and accessories and functional test limited to engine start/stop and switching on lights, air-conditioning audio systems as specified under the TESDA Terms of Reference to be conducted by the TESDA and PITC Inspection Team composed of:</p> <ul style="list-style-type: none"> a) Two (2) PITC Personnel; and b) Two (2) TESDA Personnel <p>Supplier should shoulder all the cost and expenses relative to the delivery, testing and acceptance inclusive of transportation, accommodation, per diem (as applicable) and other incidental expenses.</p> <p>All expenses relative to delivery, installation, testing, commissioning, inspection and acceptance shall be for the account of the supplier including round trip airfare (as applicable), inland transportation, board and lodging, per diem and other incidental charges.</p>
---	---

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item	Description	Delivery Date
1.	Supply and Delivery of 4 units Brand New Asian Utility Vehicle for TESDA	Within Thirty (30) Calendar Days upon receipt of Notice tor Proceed
2.	Section VII. Technical Specifications	To be submitted during the Bid Submission
3.	Brochures (original or internet download) or Technical Data Sheet or equivalent document of the brand/model of the vehicles being offered showing compliance to the required technical specifications Note: Please specify the Brand and Model No. being offered for the above items. If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.	To be submitted during the Bid Submission
4.	Valid and current Certificate of Distributorship/Dealership of the Asian Utility Vehicle (AUV) being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer). If not issued by manufacturer, must also submit certification/ document linking bidder to the manufacturer. Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.	To be submitted during the Bid Submission
5.	Certification from the Manufacturer that the Brand of the Asian Utility Vehicle (AUV) being offered has been in the Philippine Market for the last twenty (20) years. Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders	To be submitted during the Bid Submission
6.	List of Service Center/s in the Metro Manila (with available spare parts, indicating address, telephone & fax numbers, email address and contact person). In the event of closure of business, termination of franchisee/ service center, the supplier shall notify the TESDA and PITC accordingly of the new service centers with telephone numbers and address who can provide the needed parts, supplies and service.	To be submitted during the Bid Submission

Item	Description	Delivery Date
7.	<p>Certificate of Performance Evaluation with a rating of Very Satisfactory issued by the Largest Contract/s Client/s of the bidder per submitted Statement of Single Largest Completed Contract(s).</p> <p>Certification shall be based on the following parameters; 1) timely delivery; 2) compliance to specifications and performance; and 3) warranty and after sales service</p>	To be submitted during the Bid Submission
8.	Omnibus Sworn Statements (Revised) using the form prescribed.	To be submitted during the Bid Submission
9.	Bid Form and Price Schedule(s)	To be submitted during the Bid Submission
10.	<p>Bidder's Certification:</p> <ul style="list-style-type: none"> • That it has no overdue deliveries or unperformed services intended for PITC and/or TESDA. • That it did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid. 	Submission during Post Qualification
11.	<p>DELIVERY CONDITIONS:</p> <ul style="list-style-type: none"> • Deliveries must be done within the delivery period / completion period at designated delivery site/s at the expense of the supplier. • Deliveries are subject to inspection at designated delivery site/s consisting of at least two (2) PITC representatives and two (2) TESDA representatives at the expense of the supplier. • During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center. All costs including delivery and assembly, handling and other related expenses shall be done by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to forklifts, hand pallet truck etc. at the expense of the supplier. <p>“All expenses relative to the inspection, testing and acceptance shall be for the account of the supplier”.</p>	To be conducted upon Delivery

Item	Description	Delivery Date
12.	<p>Testing Procedures</p> <p>The delivered Asian Utility Vehicle (AUV) shall be subjected to visual inspection for dents, scratches and completeness of parts and accessories and functional testing limited to engine start/stop and switching on lights, air-conditioning audio systems.</p> <p>All expenses relative to the inspection, testing and acceptance shall be for the account of the supplier.</p>	To be conducted upon Delivery
13.	<p>Insurance and Registration</p> <p>One (1) year comprehensive insurance with Acts of God (AOG) and TPL from Government Insurance Service System (GSIS)</p> <p>Three (3) years LTO Registration for government vehicle “Red Plate”</p> <p>Each unit must be delivered with 10 liters of fuel in the tank</p>	To be submitted upon Delivery
14.	<p>Operations/Maintenance Manual</p> <p>Bidder must provide HARD COPY of the Operator’s Manual in English Language upon delivery for each unit .</p> <p>Each unit shall include Brochures which include but not limited to Manual, Warranty Booklet, Operations Manual for Accessories, Warranty Booklet for Air-conditioning Unit and operations and maintenance manuals in English</p>	To be submitted upon Delivery
15.	<p>Warranty</p> <ul style="list-style-type: none"> • Shall be issued in favor of TESDA with a validity period minimum of three (3) years on parts and services, or 100,000 kms, whichever comes first, including but not limited to engine and chassis for the unit being bid, from date of Final Acceptance. • Warranty shall cover full replacement of defective items, including labor, spare parts and materials, free of charge. • Integrated Logistics support – Free check-up and labor for 1000kms and 5000kms. 	Warranty shall commence from the issuance of Certificate of Acceptance.

Item	Description	Delivery Date
16.	As one of documentary requirements for payment (as applicable), submit certified true copy of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec.05,1990/Administrative Order No. 200 dated Nov. 20,1990. For locally purchased materials, the BIR registered sales invoice of the seller is applicable.	Documentary requirement for Payment

The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder	Signature Over Printed Name of Representative	Date
------------------------	---	------

Section VII. Technical Specifications

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

SPECIFICATIONS	BIDDER’S STATEMENT OF COMPLIANCE
1. TESDA Technical Specification per Annex 1	

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder	Signature Over Printed Name of Representative	Date
------------------------	---	------

TECHNICAL SPECIFICATIONS



Republic of the Philippines
TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
 ISO 9001: 2015 Certified



TERMS OF REFERENCE

1. Name of Project

Supply and Delivery of Four (4) Units Motor Vehicles for the Technical Education and Skills Development Authority (TESDA)

2. Approved Budget for the Contract

Lot No.	Description	Qty	Total ABC (VAT Inclusive)	
			Unit Price	Total
1	Asian Utility Vehicle (AUV), engine displacement not exceeding 2000cc for gasoline, manual	4	1,350,000.00	5,400,000.00

The ABC is inclusive of all applicable government taxes.

3. Technical Specifications

ENGINE TYPE	Gasoline, 4-cylinder
DISPLACEMENT	Not exceeding 2000cc
TRANSMISSION	Manual
MAXIMUM OUTPUT	Manufacturer's standard
MAXIMUM TORQUE	Manufacturer's standard
BRAKES	Manufacturer's standard
TIRES/WHEEL	205/65 R16 Steel Rim with Cap and with Manufacturer's standard spare tire
AIR-CONDITIONING SYSTEM	Manufacturer's standard (Dual Front and Rear)
AUDIO SYSTEM	Manufacturer's standard
POWER FEATURES	Windows, Door Central Lock
NUMBER OF DOORS	Five (5)
SEATING ORIENTATION	All seats facing front
SEATING CAPACITY	Seven (7) including driver
OTHER ACCESSORIES	EWD, matting, tint, seat cover and standard tools, Brand New Spare Tire
MANUFACTURER'S WARRANTY	Scope of coverage: a. Materials b. Workmanship c. Roadworthiness Duration: Three (3) years or 100,000 kms whichever comes first
INCLUSIONS	Three (3) years LTO Registration with TPL insurance
COLOR	Thermalyte

East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City 1630
 Land Line: (+632) 888-8841 to 46 CP Number: (+63) 917-4794370 (text only) Telefax No: (+632) 693-2454
www.tesda.gov.ph, contactcenter@tesda.gov.ph



TECHNICAL SPECIFICATIONS

4. Requirement/s during Bid Opening:

- 4.1 The Brand of the Asian Utility Vehicle (AUV) being offered must have been in the Philippine Market for the last **twenty (20) years**.
- 4.2 Certification from the Manufacturer that the Brand of the Asian Utility Vehicle (AUV) being offered has been in the Philippine Market for the last **twenty (20) years**.
- 4.3 List of Service Center/s in the Metro Manila (with available spare parts, indicating address, telephone and fax numbers, email address and contact person.

5. Requirement/s if awarded the contract:

5.1 Delivery Period

- The delivery period is **within thirty (30) calendar days** upon receipt of the Notice to Proceed.

5.2 Delivery Place

- The motor vehicles will be delivered to TESDA Central Office, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City.

5.3 Warranty Period

- Shall be issued in favor of TESDA with a validity period minimum of three (3) years on parts and services, or 100,000 kms, whichever comes first, including but not limited to engine and chassis for the unit being bid, from date of Final Acceptance.
- Warranty shall cover full replacement of defective items, including labor, spare parts and materials, free of charge.
- Integrated Logistics support – Free check-up and labor for 1000kms and 5000kms.

5.4 Required Manuals

- Each unit shall include Brochures which include but not limited to Manual, Warranty Booklet, Operations Manual for Accessories, Warranty Booklet for Air-conditioning Unit and operations and maintenance manuals in English.

5.5 Each vehicle must have 10 liters of fuel in the tank upon delivery

5.6 Registration and Insurance

- Free LTO Registration for 3 years
- Free One (1) year Comprehensive Insurance with Acts of God and TPL

TECHNICAL SPECIFICATIONS

5.7 Each vehicle must be registered under Government Plate Registration

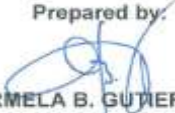
5.8 Delivery Inspection

- The TESDA Central Office shall create a Technical Inspection and Acceptance Committee (TIAC) who shall inspect and verify the delivered motor vehicles as to quantity and conformity to specifications. The TIAC shall submit the duly signed Inspection and Acceptance Report (IAR) to the Director General of TESDA which will be the reference in the issuance of the Final Certificate of Acceptance of the Director General.
- TESDA, represented by its Director General, and PITC, represented by its President and CEO, shall issue a joint Certificate of Acceptance.


5.9 Acceptance Parameters


- The delivered motor vehicles shall be subjected to visual and functional inspection and testing, acceptance parameters are as follows:
 - Quantity per item and accessories (if applicable)
 - Compliance to specification (offered vs delivered)
 - Functionality

Prepared by:


ARMELA B. GUTIERREZ
Chief, General Services Division
Administrative Service

Recommended by:


ADZHAR A. ALBANI, CESE
Director IV
Administrative Service


CARIZA A. DACUMA
Director-in-Charge
FMS

Approved by:


SEC. ISIDRO S. LAPEÑA, PhD., CSEE
Director General

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
OR
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
In case or recently expired Mayor’s / Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement.
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
and
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
Or
Original copy of Notarized Bid Securing Declaration; **and**

(h) **Technical Requirements**

- 1) Duly Complied **Section VI. Schedule of Requirements**
- 2) Duly Complied **Section VII. Technical Specifications**
- 3) Brochures (original or internet download) or Technical Data Sheet or equivalent document of the brand/model of the vehicles being offered showing compliance to the required technical specifications

Notes:

- Bidder must indicate/specify the **Brand and Model No.** being offered of all the above listed items.
 - If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.
- 4) Valid and current Certificate of Distributorship/Dealership of the Asian Utility Vehicle (AUV) being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer).

If not issued by manufacturer, must also submit certification/ document linking bidder to the manufacturer.

Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.

- 5) Certification from the Manufacturer that the Brand of the Asian Utility Vehicle (AUV) being offered has been in the Philippine Market for the last twenty (20) years.

Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders

- 6) List of Service Center/s in the Metro Manila (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).

In the event of closure of business, termination of franchisee/ service center, the supplier shall notify the TESDA and PITC accordingly of the new service centers

- 7) **Certificate of Performance Evaluation** with a rating of **Very Satisfactory** issued by the Largest Contract/s Client/s of the bidder per submitted Statement of Single Largest Completed Contract(s).

- (i) **Original duly signed Omnibus Sworn Statement (OSS);**
and as 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

- (j) The Supplier's audited financial statements for **2019** and **2018** (in comparative form or separate reports):
- a) Independent Auditor's Report;
 - b) Balance Sheet (Statement of Financial Position); and
 - c) Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

And

- (k) 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

- (l) 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.

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

- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 **FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished **Bid Form; and**
- (b) Original of duly signed and accomplished **Price Schedule(s).**

Notes:

1. In case of inconsistency between the Checklist of Technical and Financial Documents for bidders and the provisions in the Instructions to Bidders, Bid Data Sheet and Schedule of Requirements, the Instructions to Bidders, Bid Data Sheet and Schedule of Requirements shall prevail.
2. In order to facilitate efficiency in evaluating all the documents submitted by the prospective bidder/supplier, we encourage all prospective bidders to put tabs in all documents to be submitted with the same number as indicated in this Checklist of Technical and Financial Documents

Section IX. Bid Forms

**SUPPLY AND DELIVERY OF 4 UNITS BRAND NEW ASIAN UTILITY VEHICLE FOR
TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)**

Bid Reference No. GPG-B1-2020-488 Rebid
(Previous Bid Reference No. GPG-B1-2020-085)

Approved Budget for the Contract – ₱ 5,400,000.00

**Statement of All Ongoing Government and Private Contracts, including contracts awarded
but not yet started, if any**

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

Instruction:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

**SUPPLY AND DELIVERY OF 4 UNITS BRAND NEW ASIAN UTILITY VEHICLE FOR
TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)**

**Bid Reference No. GPG-B1-2020-488 Rebid
(Previous Bid Reference No. GPG-B1-2020-085)**

Approved Budget for the Contract – ₱ 5,400,000.00

**Statement of Single Largest Completed Contract of Similar Nature within the Last Five
(5) Years from date of submission and receipt of bids**

A prospective Bidder should have completed within the last **five (5) years** from the date of submission and receipt of bids:

- **At least one (1) single contract** of similar nature amounting to at least fifty percent (50%) of the ABC; **OR**
- **At least two (2) or more contracts** of similar nature equivalent to at least fifty percent (50%) of the ABC for the project the largest of these contracts must be equivalent to at least twenty five percent (25%) of the ABC of the project.

“Similar contract” shall refer to the **Supply and Delivery of Motor Vehicle**

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	OFFICIAL RECEIPT NO. & DATE <u>OR</u> END USER'S ACCEPTANCE DATE <u>OR</u> COLLECTION RECEIPT WITH SALES INVOICE <u>(Please attach)</u>

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Bid Securing Declaration Form¹

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Bid Ref. 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]

¹ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020

Omnibus Sworn Statement (Revised¹)

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;

¹ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020

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

SUBSCRIBED AND SWORN to before me this _____ day of _____ at _____, Philippines, by the affiant/s himself/herself/themselves whom I was able to personally identify through his/her/their [*insert type of valid government identification card used*], which he/she/they has/have presented to me.

Witness my hand and seal this ____ day of [*month*] [*year*].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ____ [*date issued*], [*place of issue*]

IBP No. ____ [*date issued*], [*place of issue*]

Doc No. _____

Page No. _____

Book No. _____

Series of _____

Bid Form

Date : _____
Bid Ref. No. : _____

To: PHILIPPINE INTERNATIONAL TRADING CORPORATION

Having examined the Bidding Documents including the Supplemental/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 Bidding Documents 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 Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times prescribed in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

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 Bidding Documents.

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: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Bid Ref. No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Bid Ref. No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Contract Agreement Form for the Procurement of Goods (Revised¹)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Bidding Documents;
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

¹ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020

Performance Securing Declaration (Revised¹)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

¹ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020 and GPPB Resolution No. 09-2020 dated 07 May 2020 to be used as an alternate performance security during a state of calamity or imposition of community quarantine.

**Special Bank Guarantee or Irrevocable Standby Letter of Credit
(For Retention Money, As Applicable)**

To : _____

Date : _____

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee / Irrevocable Standby Letter of Credit (as applicable) by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall be fully met;

AND WHEREAS, we have agreed to give the Contractor/Supplier such a Special Bank Guarantee/ Irrevocable Letter of Credit (as applicable);

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **PhP** _____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, **upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP** _____ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee/standby letter of credit (as applicable) is *irrevocable* and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from patent and latent defects and to warrant that all conditions imposed under the contract have been fully met by the Contractor/Supplier.

We hereby waive the necessity of your demanding the said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

Form of Performance Security (Bank Guarantee)

To : **PHILIPPINE INTERNATIONAL TRADING CORPORATION**
National Development Company (NDC) Building
116 Tordesillas Street, Salcedo Village, 1227 Makati City

WHEREAS, *[insert name and address of Supplier]* (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert amount of guarantee]*¹ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[insert amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

¹ *An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*

