



PHILIPPINE INTERNATIONAL TRADING CORPORATION

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

**SUPPLY AND DELIVERY OF VARIOUS BRAND NEW
SERVICE VEHICLES**

**FOR THE PHILIPPINE INTERNATIONAL TRADING
CORPORATION**

TOTAL ABC: Php 5,050,000.00

BAC Nego Ref. No. ASD-B1-2020-316 NEGO

(Previous Bid Ref. Nos. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

**(Negotiation Pursuant to Sec. 53.1 of Revised IRR
of RA 9184)**

BIDS AND AWARDS COMMITTEE

MARCH 2020



PHILIPPINE INTERNATIONAL TRADING CORPORATION

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

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TABLE OF CONTENTS

Section I.	Invitation for Negotiation	3-5
Section II.	Instructions to Invited Suppliers (IIS) / Proposal Data Sheet (PDS)	6-16
Section III.	General Conditions of the Contract (GCC)	17-29
Section IV.	Special Conditions of Contract (SCC)	30-33
Section V.	Proposal Forms	34-65
Section VI.	Post Qualification Documents	66-67
Section VII.	Reference Documents	68-71
Section VIII.	Checklist of Requirements	73-79



Section I. Invitation for Negotiation



INVITATION FOR NEGOTIATION

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego Ref. No. ASD-B1-2020-316

(Previous Bid Ref. Nos. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

- The Philippine International Trading Corporation (PITC) intends to apply the sum of the following amounts being the Approved Budget for the Contract (ABC) to payments under the contracts for the corresponding items.

Item No.	Description	Qty	ABC (₱) (VAT Inclusive)		Funding Source	Cost/Price of Bid Documents (cash payment only) (₱)
			PER UNIT	TOTAL		
1	10-13 Seater Passenger Van	1 unit	1,650,000.00	1,650,000.00	PITC Corporate Budget for 2019	500.00
2	7-9 Seater Asian Utility Vehicle/Multi Purpose Van	2 unit	1,100,000.00	2,200,000.00		500.00
3	2x4 Double Cab Pick Up	1 unit	1,200,000.00	1,200,000.00		500.00

Bidder may bid for one, some or all items.

- Financial Proposal received in excess of the ABC shall be automatically rejected. The Bids and Awards Committee have the option to negotiate on the Financial Proposal received that is within the ABC.
- PITC** now invite bids from authorized Philippine Automotive Dealers/Suppliers/ Distributors Operating in Metro Manila and with Service Center in Metro Manila for the Supply and Delivery of Various Brand New Service Vehicles (hereafter referred to as Goods).
- The brand of the Motor vehicles must have been in the Philippine Market for the last **twenty (20) years**.
- Delivery Period:** Within Forty-Five (45) calendar days upon receipt of Notice to Proceed.
- Delivery Place:** Philippine International Trading Corporation (PITC)
NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City
- A prospective Bidder should have completed a contract of similar nature within the **last five (5) years** from the date of submission and receipt of bids amounting to at least **fifty percent (50%)** of the ABC of the item/s being bid for.
“Similar contract” shall mean Motor Vehicles.
- Negotiation will be conducted using a non-discretionary “pass/fail” criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, otherwise known as the “Government Procurement Reform Act”. All particulars relative to this negotiation including Eligibility Checking, Evaluation and Post-Qualification Procedures and Award of Contract shall be governed by R.A. 9184 and its 2016 Revised IRR.
- The Invitation to Negotiation and Negotiation Documents may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and PITC website at

www.pitc.gov.ph. Interested parties may inspect the Negotiation Documents upon presentation of proper identification during office hours (8:00am – 4:00pm) on weekdays only.

10. Bidders who have participated in the previous bidding ASD-B1-2018-607 and ASD-B1-2019-153 Rebid can secure the Invitation for Negotiation and Negotiation Documents **free of charge** from the BAC I Secretariat c/o Ms. Ana G. Asprec at the 5F NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City upon presentation of original copy of Official Receipt.

Other interested qualified bidders can still participate and acquire the Negotiation Documents upon payment of a non-refundable fee.

However, bidders who previously bought bidding documents for Bid Ref. No. ASD-B1-2019-607 and ASD-B1-2019-153 Rebid may acquire the bidding documents free-of-charge upon presentation of official receipt.

For the Pre-Nego Conference, suppliers are encouraged to send their authorized technical representatives or personnel who are familiar with the negotiation requirements and will prepare the documents for the supplier.

11. The Schedule of Negotiation Activities shall be as follows:

ACTIVITIES	TIME	VENUE
1. Invitation and Issuance of Nego Documents	8:00 AM to 4:00 PM Mondays to Fridays Starting 10 March 2020	5/F NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City
2. Pre-Nego Conference	20 March 2020 4:00 PM	
3. Submission and Opening of Proposals / Offers	04 MAY 2020 4:00 PM	

12. Interested suppliers may obtain further information from the BAC Secretariat c/o Ms. Ana DG Asprec at the 5/F NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City, from 8:00 AM to 4:00 PM only, Mondays to Fridays starting **10 March 2020** at Tel No. 8818-98-01 loc. 308.
13. PITC reserves the right to accept or reject any Proposal or Offer, to annul the negotiation process, and to reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected Supplier or Suppliers.

PITC, Bids & Awards Committee I

Postings on **10 March 2020** at PhilGEPS, PITC Website (www.pitc.gov.ph) & PITC Bulletin Board.



Section II.

Instructions to Invited Suppliers (IIS) / Proposal Data Sheet (PDS)

**INSTRUCTIONS TO INVITED SUPPLIERS (IIS) / PROPOSAL DATA SHEET (PDS)****TABLE OF CONTENTS**

	Page
A. GENERAL -----	8
A.1. Scope of Proposal -----	8
A.2. Source of Funds -----	8
B. PREPARATION OF DOCUMENTS FOR NEGOTIATION -----	8
B.1. Envelope Sealing and Marking -----	8
B.2. Eligibility and Technical Components -----	9
B.3. Financial Components -----	14
B.4. Format and Signing of Proposals -----	14
C. REQUEST FOR CLARIFICATION -----	15
D. SUBMISSION AND OPENING OF PROPOSAL FOR NEGOTIATION -----	15
E. POST QUALIFICATION DOCUMENTS -----	16



INSTRUCTIONS TO INVITED SUPPLIERS (IIS)/PROPOSAL DATA SHEET (PDS)

A. GENERAL

A.1 Scope of Proposal

- 1.1. PITC BAC I wishes to receive Proposal for the **Supply and Delivery of Various Brand New Service Vehicles for the Philippine International Trading Corporation.**
- 1.2. Invited suppliers are authorized Philippine Automotive Dealers/Suppliers/Distributors Operating in the Metro Manila and with Service Center in Metro Manila for the Supply and Delivery of Various Brand New Service Vehicles. Suppliers must bid for one or both items provided bidders bids and supply the quantity of the item being bid. Supply per item must come from one source one manufacturer only.
- 1.3. Bidders may bid for one, some or all items provided the required quantity shall be supplied and completed per item including required tools/accessories and services. Supply per item must come from one source one manufacturer only.

A.2 Source of Funds

- PITC Corporate Budget Approved by the Board.

B. PREPARATION OF DOCUMENTS FOR NEGOTIATION

B.1. Each supplier shall submit the following in One (1) big envelope duly labeled containing two sets of envelopes:

- **First Envelope** must contain three (3) copies of Eligibility and Technical documents duly marked as **“Original Copy”, “Duplicate Copy”** and **“Triplicate Copy”**.
- **Second Envelope** must contain three (3) copies of Financial Documents duly marked as **“Original Copy”, “Duplicate Copy”** and **“Triplicate Copy”**.

Bidders must submit in separate folder Financial Proposal Form per Item in triplicate copies.

All envelopes and folders must be labeled as follows:

TO : **THE BIDS AND AWARDS COMMITTEE I
PHILIPPINE INTERNATIONAL TRADING CORPORATION**

FROM: _____
(Name of Supplier in Capital Letters)

ADDRESS: _____
(Address of Supplier in Capital Letters)

PROJECT: **SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE
PHILIPPINE INTERNATIONAL TRADING CORPORATION**

Ref No. **ASD-B1-2020-316 NEGO**
(Previous Bid Ref. Nos. ASD-B1-201-607 and ASD-B1-2019-153 Rebid)

(In Capital Letters, Indicate the Phrase):
“DO NOT OPEN BEFORE: 04 MAY 2020 at 4:00 PM



B.2. Documents Comprising the Proposal: Eligibility and Technical Components

The **First Envelope** shall contain the following eligibility and technical documents:

(a) ELIGIBILITY DOCUMENTS –

Class “A” Documents:

- (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;
- (ii) Valid and Current Business / Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located **OR** 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.

- (iii) Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018;
- (iv) Copy of each of the following Audited Financial Statements for 2018 and 2017 (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 be stamped “received”** by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

OR

Submission of valid and current **PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A** in lieu of items (i), (ii), (iii) and (iv) above.

***Note:** Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents together with the Platinum Registration.

In case the bidder opts to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (GPPB Circular 07-2017 dated 31 July 2017).

- (v) Statement of the prospective bidder’s all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. (**Annex I**);



- (vi) Statement of Single Largest Completed Contract of Similar Nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the total ABC of the item/s being bid (**Annex I-A**).

“Similar contract” shall mean **Motor Vehicle**.

Any of the following documents must be submitted/attached corresponding to the listed completed largest contracts per **Annex I-A**:

- (a) Copy of End User’s Acceptance; or
 - (b) Copy of Official Receipt/s
 - (c) Sales Invoice and Collection Receipt
- (vii) Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per **Annex II**, in accordance with ITB Clause 5.5 **OR** Committed Line of Credit per **Annex II-A**.
- a) Should the bidder opt to submit NFCC, computation must be equal to the ABC of the project. The detailed computation using the required formula must be shown as provided for in **Annex II**.

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing Government of Private contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Notes:

1. *The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.*
2. *The value of all outstanding or uncompleted contracts refers to those listed in Annex I.*
3. *The detailed computation must be shown using the required formula provided above.*
4. *The NFCC computation must at least be equal to the ABC of the project.*

OR

- b) Should the bidder opt to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. (See sample Bank Form per **Annex II-A**).

Class “B” Document: (For Joint Venture)

The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.

Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or PITC shall apply to the JVA as the JV is deemed as one bidder.

A.3. FOR JOINT VENTURE

a) For Joint Ventures, Bidder to submit either:

- (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
- (ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by 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. (**Annex III**)

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the Notice of Award



The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.

b) **Each JV Partner, must also submit the following:**

Local JV Partner

- (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;
- (ii) Valid and Current Business / Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR 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.

- (iii) Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018.
- (iv) Copy of Audited Financial Statements for **2018 and 2017** (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 be stamped "received"** by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

Foreign JV Partner

- (i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based;
- (ii) Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018.
- (iii) Corporate Financial Statement or Annual Report for **2018 or 2017**

NOTE:

*** The following Eligibility – Technical and Eligibility – Financial Documents may be submitted by only ONE of the parties to the JV:**

1. Statement of all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. (Annex I);
2. Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent



to at least **fifty percent (50%)** of the total ABC of the item/s being bid for (Annex I-A).

“Similar contract” shall mean **Motor Vehicle**.

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:

- (a) Copy of End User’s Acceptance; or
 - (b) Copy of Official Receipt/s; or
 - (c) Copy of Sales Invoice with Collection Receipt/s
3. Copy of Audited Financial Statements for **2018 and 2017** (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 be stamped “received”** by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

4. Duly signed Net Financial Contracting Capacity (NFCC) per **Annex II**, in accordance with ITB Clause 5.5.

OR

Should the bidder opt to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. (**Annex II-A**)

**** The determination as to (i) whose Audited Financial Statement should be used / submitted; and (ii) who submits the Statement of All-Ongoing Contracts – lies with the Partners Contracting the Joint Venture since the audited Financial Statements and the Ongoing Contracts of that JV partners should be the basis for the Computation of the NFCC.**

OR

Submission of valid and current **PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A.**

***Note:** Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including:

For Local JV Partner: Audited Financial Statements for **2018 and 2017** (stamped received by the BIR or its duly accredited authorized institutions) together with the Platinum Registration

For Foreign JV Partner: Corporate Financial Statement or Annual Report for **2018 or 2017.**

In case the JV Partners opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be

submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. “GPPB Circular 07-2017 dated 31 July 2017”

For other required Class “A” Eligibility Documents, submission by any of the partner(s) constitutes collective compliance.

(b) TECHNICAL DOCUMENTS –

- (i) Duly signed and completed Technical Proposal Form. Bidder must use, accomplish and submit the Technical Proposal Form per attached:

DESCRIPTION	ANNEX
Item 1: 10-13 Seater Passenger Van	Annex IV-A
Item 2: 7-9 Seater Asian Utility Vehicle/Multi-Purpose Van	Annex IV-B
Item 3: 2x4 Double Cab Pick Up	Annex IV-C

- (ii) Duly signed/conformed Terms of Reference of PITC attached as **Annex V**;
- (iii) 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

ITEM NO.	DESCRIPTION
1	10-13 Seater Passenger Van
2	7-9 Seater Asian Utility Vehicle/Multi-Purpose Van
3	2x4 Double Cab Pick Up

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

(iv) FOR DISTRIBUTORS OR DEALERS:

1. Certification that the brand of the vehicle being offered has been in the Philippine Market for the last twenty (20) years per **Annex VI** and
2. Valid and current Certificate of Distributorship/Dealership of the motor vehicle being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer).

If not directly issued by manufacturer to the bidder, bidder must 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.

- (v) List of Authorized Service Center/s within **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 PITC accordingly of the new service centers with telephone numbers and address who can provide the needed parts, supplies and service

- (vi) Certificate of Performance Evaluation per (**Annex VII**) with a rating of at least **Very Satisfactory**, issued by bidder’s Single Largest Completed Contract Client per submitted Annex I-A;

- (vii) Proof of Authority of the bidder’s authorized representative/s:
 - (a) **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):** Duly notarized Special Power of Attorney.
 - (b) **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.

IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.

- (viii) Omnibus Sworn Statements using the form prescribed. (**Annex VIII**)
 - (a) Authority of the designated representative
 - (b) Non-inclusion in blacklist or under suspension status
 - (c) Authenticity of Submitted Documents
 - (d) Authority to validate Submitted Documents
 - (e) Disclosure of Relations
 - (f) Compliance with existing labor laws and standards
 - (g) Bidders Responsibilities
 - (h) Did not pay any form of consideration

B.3. Documents Comprising the Proposal: Financial Component

The **SECOND ENVELOPE** shall contain the financial components, duly filled up and signed:

ITEM	DESCRIPTION	ANNEX
1	10-13 Seater Passenger Van	IX - A
2	7-9 Seater Asian Utility Vehicle/Multi Purpose Van	IX - B
3	2x4 Double Cab Pick Up	IX- C

The **total ABC is inclusive of VAT**. Any proposal with a financial component exceeding the ABC of the item being bid shall not be accepted.

Item No.	Description	Qty	ABC (₱) (VAT Inclusive)	
			PER UNIT	TOTAL
1	10-13 Seater Passenger Van	1 unit	1,650,000.00	1,650,000.00
2	7-9 Seater Asian Utility Vehicle/Multi-Purpose Van	2 units	1,100,000.00	2,200,000.00
3	2x4 Double Cab Pick Up	1 unit	1,200,000.00	1,200,000.00

NOTE: Financial Proposal Form must be placed in a separate folder per item. (In triplicate copies)

If the Supplier claims preference as a Domestic Supplier or Domestic Entity, a certification from the DTI, SEC, or CDA to be enclosed pursuant to the Revised IRR of RA 9184.

B.4. Format and Signing of Proposals

- B.4.1 Invited Suppliers shall submit their Offer/Proposal through their duly authorized representative using the appropriate forms provided in Section V. Proposal Forms on or before the deadline specified above in two (2) separate sealed proposal envelopes, and which shall be submitted simultaneously. The First Envelope shall contain the Eligibility and Technical requirements/components of the proposal. The Second Envelope shall contain the Financial component of the proposal. All proposal envelopes shall be submitted simultaneously.



- B.4.2 Proposal Forms must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested. All pages of the Proposal, including attachments thereto, shall be initialed by the authorized person or persons signing the Proposal.
- B.4.3 The Supplier shall prepare and submit an original of the first and second envelopes as described in 5.1 of this Negotiation Documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- B.4.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Supplier.

C. REQUEST FOR CLARIFICATION

Suppliers may request for clarifications on any part of this Negotiation Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the following address before the deadline for the submission and receipt of negotiation proposal:

CHAIR

Bids and Awards Committee I

Philippine International Trading Corporation (PITC)

5th Floor, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City

Email: chairbac1@pitc.gov.ph

Telefax: 8892-2149

D. SUBMISSION AND OPENING OF PROPOSALS FOR NEGOTIATION

The place of negotiation is at the 5/F Conference Room, NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City and the time of submission and opening. Submission and Opening of Proposals and Negotiation (Phase 1) is on **04 May 2020 4:00 PM**

The Negotiation shall be conducted into two phases:

Phase I

The BAC shall open the first proposal envelope of Invited Suppliers in public to determine each Supplier's compliance with Eligibility and Technical Components. For this purpose, PITC BAC shall check the submitted documents of each supplier against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a supplier submits the required document, it shall be rated "passed" for that particular requirement. In this regard, proposals that fail to include any requirement or are incomplete or patently insufficient shall be considered "failed". Otherwise, the PITC BAC shall rate the said first proposal envelope as "passed".

Immediately after determining compliance with the requirements in the first envelope, the PITC BAC shall forthwith open the second proposal envelope of each remaining eligible supplier whose first proposal envelope was rated "passed". The second envelope of each complying supplier shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular proposal is missing, incomplete or patently insufficient, and/or if the submitted total proposal price exceeds the ABC, the BAC shall rate the proposal concerned as "failed".

Phase II

Following completion of the first phase, PITC BAC shall have the option to negotiate on the Financial Proposals received, and accept or reject any offers received without liability on the part



of the Committee. PITC BAC shall negotiate first with supplier with the Lowest Financial offer for their Best and Final Offer.

E. POST QUALIFICATION

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 Proposal (S/LCP), the Supplier shall submit and/or present the following requirements for post qualification.

1. Present original copy and submit certified true copy of the following:

- a. 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).*
- b. Valid and current PhilGEPS Certificate of Registration and Membership (Platinum Registration) together with Annex A.
- c. PO's or Contracts for all Ongoing Contracts as listed per submitted **Annex I**.
- d. PO or contract relative to Single Largest Completed Contract per **Annex I-A**.

(In case of Joint Venture between local companies, both partners must present/submit above items 1.a and 1.b. In case of foreign partner, 1.a is not applicable.)

2. Submit original copy of the following:

- a. Company Profile (**Annex X**). Company printed brochure may be included.
- b. Vicinity map/location of the business.

(In case of Joint Venture, both partners must present/submit above documents)

3. Present original copy of the following:

- a. Registration Certificate from SEC (for corporations) or DTI (for sole proprietorship) or CDA (for cooperatives);
- b. Valid and Current Business / Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located **OR** equivalent document for Exclusive Economic Zones or Areas;
- c. Valid and Current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005;
- d. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted **Annex I-A**.

(In case of foreign partner in JVs, foreign partner should present the original copy of the equivalent document of 3.a and 3.b)

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.

As part of Post Qualification, eligibility and technical documents submitted by the S/LCP, will be validated and verified. Brochure or Technical Data Sheet or equivalent shall be evaluated to ensure compliance with the required technical specifications.



Section III. General Conditions of Contract (GCC)



General Conditions of Contract (GCC)

TABLE OF CONTENTS

	Page No.
1. Definitions.....	19
2. Corrupt, Fraudulent, Collusive, and Coercive Practices	19
3. Inspection and Audit by the Funding Source	20
4. Governing Law and Language	20
5. Notices.....	21
6. Scope of Contract	21
7. Subcontracting	21
8. Procuring Entity's Responsibilities	21
9. Prices	21
10. Payment.....	22
11. Advance Payment	22
12. Taxes and Duties	23
13. Performance Security	23
14. Use of Contract Documents and Information.....	23
15. Standards	24
16. Inspection and Tests	24
17. Warranty	24
18. Delays in Supplier's Performance ...	25
19. Liquidated Damages	25
20. Settlement of Disputes	25
21. Liability of the Supplier	26
22. Force Majeure	26
23. Termination for Default	26
24. Termination for Insolvency	27
25. Termination for Convenience	27
26. Termination for Unlawful Acts	28
27. Procedures for Termination of Contracts	28
28. Assignment of Rights	29
29. Contract Amendment	29
30. Application	29



1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.



- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Proposal Forms of this Negotiation Documents.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except



under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. One percent (1%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for GCC Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VI. Bidding Forms.
 - (b) On Delivery: Sixty five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provisions on Delivery and Documents.

- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents as described in the **SCC** provision on Delivery and Documents.

11.4. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VI. Bidding Forms (Annex V: Technical Bid Form) and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and 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.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspection and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**.

The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 21.2, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 21.2, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice

to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, Outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;



- 23.2. The Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- 23.3. The Procuring Entity shall terminate the contract when, the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.



26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1 (a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;



- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Section IV.

Special Conditions of Contract

(SCC)



Special Conditions of Contract (SCC)

GCC	
1.1 (g)	The Procuring Entity is <i>PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC)</i>
1.1 (i)	The bidding is open to authorized Philippine Automotive Dealers/Suppliers/ Distributors Operating in Metro Manila and with Service Centers in Metro Manila for the Supply and Delivery of Various Brand New Service Vehicles for the Philippine International Trading Corporation
1.1 (j)	Funding source: The Funding Source is from PITC Approved Corporate Budget of Pesos: Five Million Fifty Thousand Only (₱5,050,000.00)
1.1 (k)	Delivery Place: Philippine International Trading Corporation NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City
5.1	The Procuring Entity's addressee, address and contact person for Notices is: ATTY. MA. GUDELIA C. GUESE OIC Vice-President, Corporate Governance Group 5 th Flr. PHILIPPINE INTERNATIONAL TRADING CORPORATION, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City Contact Person: MA. VERONICA A. MORALES OIC, Administrative Services Division Tel No. 8818-9801 loc. 404
6.2	Please refer to the Proposal Forms for the Project Requirements if awarded the contract and documentary requirements to be presented during the delivery per Clause 10.1 of SCC.
10.1	Payment is made through corporate check within fifteen (15) calendar days after completion and acceptance of items per Terms of Reference/Contract, and submission of all required documents. All payments are subject to applicable withholding taxes. Documentary requirements for payment are as follows: 1) Original and duplicate BIR VAT registered Supplier's Invoice issued under the name of the Philippine International Trading Corporation indicating PITC Contract Number. All entries in the Invoice must be typewritten or computer printed. 2) Original and duplicate Delivery Receipt issued under the name of Philippine International Trading Corporation duly acknowledged and signed by the PITC authorized representative/s. 3) Original Certificate of Acceptance duly signed by authorized representative PITC. 4) Certification from the PITC Administrative Services Division that the following documents were submitted and/or complied by the Supplier: a) Three (3) years LTO Registration b) One (1) year Compulsory Third Party Liability (CTPL) Insurance c) One (1) year Comprehensive Insurance d) Warranty Certificate covering the following: <ul style="list-style-type: none"> • Minimum of Three (3) years warranty or 100,000 kilometers (whichever comes first) • Provides maintenance and technical support including adequate supply of parts and consumables within the three (3) years warranty period. e) Free labor and materials for the first 1,000 kilometers and 5,000 kilometers

	<p>f) Certificate of After Sales Service and Availability of Spare Parts; g) Complete set of original copy of Brochures in English (owner’s manual, warranty booklet, operations manual for accessories and other paraphernalia, warranty booklet for Air-conditioning Unit and operations and maintenance manuals) for each unit were submitted by the supplier.</p> <p>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</p> <p>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. 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>							
10.4	<i>No further instructions.</i>							
13.1	<p>Within ten (10) calendar days from receipt of the Notice of Award 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 the following forms:</p> <table border="1" data-bbox="331 927 1445 1344"> <thead> <tr> <th data-bbox="331 927 1007 1066">Form of Performance Security</th> <th data-bbox="1007 927 1445 1066">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="331 1066 1007 1137">a. Cashier’s/Manager’s check issued by a Local Universal or Local Commercial Bank</td> <td data-bbox="1007 1066 1445 1137" rowspan="2">Five percent (5%)</td> </tr> <tr> <td data-bbox="331 1137 1007 1303">b. Bank Guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td data-bbox="331 1303 1007 1344">c. Surety bond callable upon demand</td> <td data-bbox="1007 1303 1445 1344">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	a. Cashier’s/Manager’s check issued by a Local Universal or Local Commercial Bank	Five percent (5%)	b. Bank Guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	c. Surety bond callable upon demand	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)							
a. Cashier’s/Manager’s check issued by a Local Universal or Local Commercial Bank	Five percent (5%)							
b. Bank Guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.								
c. Surety bond callable upon demand	Thirty percent (30%)							
13.4 (c)	<i>No further instructions.</i>							
16.1	<p>For acceptance, all delivered items shall be subjected to visual and functional inspections as specified under the Terms of Reference to be conducted by the PITC Inspection Team.</p> <p>Supplier should shoulder all the cost and expenses relative to the delivery, testing and acceptance.</p>							



17.3	<p>In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for this project is at least Three (3) years or 100,000 kilometers (whichever comes first),</p> <p>The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following:</p> <p>(a) Retention Money equivalent to 1% of the total contract or (b) Special Bank Guarantee equivalent to 1% of the total contract</p> <p>Retention of one percent (1%) of the total contract price will be withheld for the first twelve (12) months of the warranty period. However, retention money can be released provided a Special Guarantee or Standby LC issued by a local commercial bank equivalent to the 1% retention money is submitted and that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p> <p>The remaining warranty shall be covered by a Paper Warranty.</p>
17.4	<p>The period for correction of defects / replacement of defective is within fifteen (15) calendar days after receipt of Notice of Defects.</p>
19	<p>The applicable rate is one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay.</p> <p>The maximum shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	<p>In case of dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004"</p>
21.1	<p>No additional provision, <i>however</i>, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>



Section V. Proposal Forms

**PROPOSAL FORMS****TABLE OF CONTENTS**

Annex No.	Particulars	Page No.
Eligibility and Technical Components		
Annex I	Statement of All Ongoing Government and Private Contracts	36
Annex I-A	Statement of Single Largest Completed Contract of Similar Nature Within the Last Five (5) Years for each item being bid	37
Annex II	Certificate of Net Financial Contracting Capacity (NFCC)	38
Annex II-A	Committed Credit Line Certificate	49
Annex III	Protocol/Undertaking of Agreement to Enter into Joint Venture	40
Technical Documents		
Annex IV-A	Technical Proposal Form: Item 1: One Unit Brand New 10-13 Seater Passenger Van	42-45
Annex IV-B	Technical Proposal Form: Item 2: Two (2) Units Brand New 7 – 9 Seater Asian Utility Vehicle/Multi Purpose Van	46-49
Annex IV-C	Technical Proposal Form: Item 3: One (1) Unit Brand New 2x4 Double Cab Pick Up	50-53
Annex V	Terms of Reference	54-56
Annex VI	Certification that the brand of the vehicle being offered has been in the Philippine Market for the last twenty (20) years	57
Annex VII	Certificate of Performance Evaluation	58
Annex VIII	Omnibus Sworn Statements/Affidavits	59-62
Financial Documents		
Annex IX-A	Financial Proposal: Item 1: One Unit Brand New 10-13 Seater Passenger Van	63
Annex IX-B	Financial Proposal: Item 2 – Two (2) Units Brand New 7 – 9 Seater Asian Utility Vehicle/Multi Purpose Van	64
Annex IX-C	Financial Proposal: Item 3 – One (1) Unit Brand New 2x4 Double Cab Pick Up	65



Annex I

(BIDDER'S COMPANY LETTERHEAD)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

Bid Reference No.: BAC NEGO REF. NO. ASD-B1-2020-316
 (Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

PLEASE CHECK THE ITEM BEING BID	LOT NO.	DESCRIPTION	QTY	ABC (₱) (VAT Inclusive)	
				PER UNIT	TOTAL
<input type="checkbox"/>	1	10-13 Seater Passenger Van	1	1,650,000.00	1,650,000.00
<input type="checkbox"/>	2	7-9 Seater Asian Utility Vehicle. Multi Purpose Van	2	1,100,000.00	2,200,000.00
<input type="checkbox"/>	3	2x4 Double Cab Pick Up	1	1,200,000.00	1,200,000.00

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

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex I-A

(BIDDER’S COMPANY LETTERHEAD)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

Bid Reference No.: BAC Nego. Ref. No. ASD-B1-2020-316
(Previous Bid Ref. No.ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

PLEASE CHECK THE ITEM BEING BID	LOT NO.	DESCRIPTION	QTY	ABC (₱) (VAT Inclusive)	
				PER UNIT	TOTAL
<input type="checkbox"/>	1	10-13 Seater Passenger Van	1	1,650,000.00	1,650,000.00
<input type="checkbox"/>	2	7-9 Seater Asian Utility Vehicle.Multi Purpose Van	2	1,100,000.00	2,200,000.00
<input type="checkbox"/>	3	2x4 Double Cab Pick Up	1	1,200,000.00	1,200,000.00

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

Single Largest Completed Contract of Similar Nature within last **five (5) year** amounting to at least **fifty percent (50%)** of the ABC of the item being bid for.

“Similar contract” shall mean **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, END USER’S ACCEPTANCE DATE OR COLLECTION RECEIPT WITH SALES INVOICE (PLEASE ATTACH)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex II

(BIDDER'S COMPANY LETTERHEAD)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW MOTOR SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

Bid Reference No.: BAC Nego Ref. No. ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

PLEASE CHECK THE ITEM BEING BID	LOT NO.	DESCRIPTION	QTY	ABC (P) (VAT Inclusive)	
				PER UNIT	TOTAL
<input type="checkbox"/>	1	10-13 Seater Passenger Van	1	1,650,000.00	1,650,000.00
<input type="checkbox"/>	2	7-9 Seater Asian Utility Vehicle. Multi Purpose Van	2	1,100,000.00	2,200,000.00
<input type="checkbox"/>	3	2x4 Double Cab Pick Up	1	1,200,000.00	1,200,000.00

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (P _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	P
Less:			-
CL	=	Current Liabilities	
		Sub-Total 1	P
			X 15
		Sub-Total 2	P
Less:			-
C	=	value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	P
		NFCC	P

Issued this _____ day of _____, 2020.

Name & Signature of Authorized Representative

Position

Date

Notes:

1. **For Local Bidders:** The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR
For Foreign Bidders: The phrase "the values of the bidder's current assets and current liabilities" shall be based on the Financial Statement or Annual Report for 2018 or 2017.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
3. The detailed computation must be shown using the required formula provided above.



4. The NFCC computation must at least be equal to the ABC of the project.

**Annex II-A
Sample Form**

(Name of Bank)

COMMITTED LINE OF CREDIT

Date: _____

PHILIPPINE INTERNATIONAL TRADING CORPORATION

NDC Building, 116 Tordesillas St.
Salcedo Village, Makati City

CONTRACT/PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, has granted the (Supplier/Distributor/Manufacturer/Contractor), a credit line in the amount specified above which shall be used to finance the performance of the above-mentioned contract.

The credit line shall be available from (date of bid submission) and such line of credit shall be maintained until issuance of Certificate of Acceptance of the goods/services subject of the Contract/project by the joint PITC and DENR-RO1 Representatives.

This Certification is being issued in favor of said (Supplier/Distributor Manufacturer/ Contractor) in connection with the bidding requirement of the Philippine International Trading Corporation for the above-mentioned Contract/Project. We are aware that any false statements issued by us will make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of Philippine International Trading Corporation.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice _____ issued _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No.	:	_____
Page No.	:	_____
Book No.	:	_____
Series of	:	_____.



Annex III (Page 1 of 2)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Reference No.: ASD-B1-2020-316

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

PLEASE CHECK THE ITEM BEING BID	LOT NO.	DESCRIPTION	QTY	ABC (P) (VAT Inclusive)	
				PER UNIT	TOTAL
<input type="checkbox"/>	1	10-13 Seater Passenger Van	1	1,650,000.00	1,650,000.00
<input type="checkbox"/>	2	7-9 Seater Asian Utility Vehicle.Multi Purpose Van	2	1,100,000.00	2,200,000.00
<input type="checkbox"/>	3	2x4 Double Cab Pick Up	1	1,200,000.00	1,200,000.00

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as ".....";

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as ".....";

For submission to the **Bids and Awards Committee** of the **Philippine International Trading Corporation**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Philippine International Trading Corporation** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	



**Annex III
(Page 2 of 2)**

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **PITC BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice of Award.

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PITC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PITC under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of PITC.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-A (page 1 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Ref. No.: ASD-B1-2020-316

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM

ITEM 1: ONE (1) UNIT 10-13 SEATER PASSENGER VAN

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPIN

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	PROJECT REQUIREMENTS	Bidder's Statement of Compliance
1)	Supply and Delivery of Various Brand New Service Vehicles for the Philippine International Trading Corporation per Terms of Reference attached as Annex V-D .	
2)	The brand of the Passenger Van has been in the Philippine market for at least twenty (20) years.	

DESCRIPTION	PLEASE INDICATE THE BRAND AND MODEL NUMBER BEING OFFERED:
10-13 Seater Passenger Van	_____

Line No:	OTHER REQUIREMENTS	Bidder's Statement of Compliance
3)	Bidder has no overdue deliveries or unperformed services intended for PITC.	
4)	Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-A (page 2 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Ref. No.: ASD-B1-2020-316

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM

ITEM 1: ONE (1) UNIT 10-13 SEATER PASSENGER VAN

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INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	REQUIREMENTS IF AWARDED THE CONTRACT		Bidder's Statement of Compliance
5)	Delivery Period	Within Forty-Five (45) calendar days upon receipt of Notice to Proceed.	
6)	Delivery Place	Philippine International Trading Corporation (PITC) NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City	
7)	Warranty	<ul style="list-style-type: none"> a. It is warranted that the engine is brand new, factory issued and has not been previously used or test-driven or used for demonstration purposes. b. In order to assure that manufacturing defects shall be corrected by the Bidder, the warranty period shall be three (3) years or 100,000 kilometers (whichever comes first), c. The warranty shall cover full replacement of defective items, including labor, spare parts and materials free of charge. d. The bidder shall also provide free labor and materials for the first 1,000 and 5,000 kilometers e. To provide maintenance and technical support including adequate supply of parts and consumables within the three (3) years warranty period. f. In case of unit malfunction, immediate action/assistance must be acted within 24-48 hours upon receipt of Notice from PITC. g. To provide a replacement unit in case of pulling out the vehicle for repair until the same becomes functional. 	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-A (page 3 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

**SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION**

BAC Nego. Ref. No.: ASD-B1-2020-316

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM

ITEM 1: ONE (1) UNIT 10-13 SEATER PASSENGER VAN

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCOPRORA

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	REQUIREMENTS IF AWARDED THE CONTRACT	Bidder's Statement of Compliance
8)	Operations/ Maintenance Manual Bidder must provide HARD COPY for each Unit in English Language a. Owner's Manual b. Operations Manual for Accessories c. Warranty Booklet for Air-Conditioning unit and Operation and Maintenance Manual	
9)	LTO Registration Supplier shall be responsible for the three (3) years LTO Registration (Government Plate)	
10)	Insurance One (1) Year Comprehensive Insurance with the GSIS. One (1) year Compulsory Third Party Liability (CTPL) Insurance	
11)	Replacement of Defective Items a. The Supplier shall replace the unit if found to be defective during inspection and testing. b. Replacement shall be made within fifteen (15) calendar days after receipt of Notice from PITC All expenses shall be for the account of the Supplier.	
12)	End-User's Orientation / Training The supplier shall conduct orientation on the User's Manual to facilitate smooth operation of the motor vehicle. The Product Orientation for the End-user shall be conducted upon pick-up and during the test-run, which shall be given to the End-User's personnel designated to obtain the vehicle. All expenses shall be for the account of the Supplier.	
13)	After Sales Service and Availability of Spare Parts a. After Sales Service and Spare Parts of same or better specifications, for the next five (5) years after the expiration of the warranty period b. Response time for technical repair assistance requests within two (2) working days after receipt of Notice/Advice for Service/Repair. c. Should the accredited service center/s relocate/transfer, a written notification should be sent to PITC on the new address, contact numbers and the name of contact person.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print) / Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-A (page 4 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Ref. No.: ASD-B1-2020-316

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM

ITEM 1: ONE (1) UNIT 10-13 SEATER PASSENGER VAN

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORP

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	REQUIREMENTS IF AWARDED THE CONTRACT		Bidder's Statement of Compliance
14)	Notice of Availability	The Supplier shall notify the PITC of the availability of the vehicle at least seven (7) calendar days prior to delivery	
15)	<p>For Acceptance: The delivered motor vehicle shall be subjected for visual and functional testing.</p> <p>All deliveries must be done in the presence of the PITC Inspection Team and authorized representative/s from the Administrative Services Division.</p> <p>Supplier should shoulder all the cost and expenses relative to the delivery, testing and acceptance</p>		
16)	Licenses/ Permits	Supplier shall be responsible for securing the required permits / licenses, if any, for the importation and delivery of the items to the site.	
17)	As one of documentary requirements for payment (as applicable), submit certified true copies of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.		

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print) / Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-B (page 1 of 4)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION**

BAC Nego. Ref. No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM

**ITEM 2: TWO (2) UNITS 7-9 SEATER ASIAN UTILITY VEHICLE/MULTI
PURPOSE VAN**

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPIN

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	PROJECT REQUIREMENTS	Bidder's Statement of Compliance
1)	Supply and Delivery of Various Brand New Motor Vehicles for the Philippine International Trading Corporation –per Terms of Reference attached as Annex V-D.	
2)	The brand of the 7-9 Seater Asian Utility Vehicle/Multi Purpose Van has been in the Philippine market for at least twenty (20) years.	

DESCRIPTION	PLEASE INDICATE THE BRAND AND MODEL NUMBER BEING OFFERED:
7- 9 Seater Asian Utility Vehicle/Multi Purpose Van	_____

Line No:	OTHER REQUIREMENTS	Bidder's Statement of Compliance
3)	Bidder has no overdue deliveries or unperformed services intended for PITC.	
4)	Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-B (page 2 of 4)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
BAC Nego. Ref. No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)**

**TECHNICAL PROPOSAL FORM
ITEM 2: TWO (2) UNITS 7-9 SEATER ASIAN UTILITY VEHICLE/MULTI
PURPOSE VAN**

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGC

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	REQUIREMENTS IF AWARDED THE CONTRACT	Bidder's Statement of Compliance
5)	Delivery Period Within Forty Five (45) calendar days upon receipt of Notice to Proceed.	
6)	Delivery Place Philippine International Trading Corporation (PITC) NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City	
7)	Warranty a. It is warranted that the engine is brand new, factory issued and has not been previously used or test-driven or used for demonstration purposes. b. In order to assure that manufacturing defects shall be corrected by the Bidder, the warranty period shall be three (3) years or 100,000 kilometers (whichever comes first), c. The warranty shall cover full replacement of defective items, including labor, spare parts and materials free of charge. d. The bidder shall also provide free labor and materials for the first 1,000 and 5,000 kilometers e. To provide maintenance and technical support including adequate supply of parts and consumables within the three (3) years warranty period. f. In case of unit malfunction, immediate action/assistance must be acted within 24-48 hours upon receipt of Notice from PITC. g. To provide a replacement unit in case of pulling out the vehicle for repair until the same becomes functional.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.
Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-B (page 3 of 4)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
BAC Nego. Ref. No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)**

TECHNICAL PROPOSAL FORM

ITEM 2: TWO (2) UNITS 7-9 SEATER ASIAN UTILITY VEHICLE/MULTI PURPOSE VAN

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPOR

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	REQUIREMENTS IF AWARDED THE CONTRACT	Bidder's Statement of Compliance
8)	Operations/ Maintenance Manual Bidder must provide HARD COPY for each unit in English Language a. Owner's Manual b. Operations Manual for Accessories c. Warranty Booklet for Air-Conditioning unit and Operation and Maintenance Manual	
9)	LTO Registration Supplier shall be responsible for the three (3) years LTO Registration (Government Plate)	
10)	Insurance One (1) Year Comprehensive Insurance with the GSIS One (1) year Compulsory Third Party Liability (CTPL) Insurance	
11)	Replacement of Defective Items a. The Supplier shall replace any unit found to be defective upon pick up and with failures during inspection and testing. b. Replacement shall be made within fifteen (15) calendar days after receipt of Notice from PITC All expenses shall be for the account of the Supplier.	
12)	End-User's Orientation / Training The supplier shall conduct orientation on the User's Manual to facilitate smooth operation of the motor vehicle. The Product Orientation for the End-user shall be conducted upon pick-up and during the test-run, which shall be given to the End-User's personnel designated to obtain the vehicle. All expenses shall be for the account of the Supplier.	
13)	After Sales Service and Availability of Spare Parts a. After Sales Service and Spare Parts of same or better specifications, for the next five (5) years after the expiration of the warranty period b. Response time for technical repair assistance requests within two (2) working days after receipt of Notice/Advice for Service/Repair. Should have accredited service center/s where relocate/transfer, a written notification should be sent to PITC on the new address, contact numbers and the name of contact person.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print) / Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-C (page 1 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION
SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
BAC Nego. Ref. No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM
ITEM 3: ONE (1) UNIT 2X4 DOUBLE CAB PICK-UP

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPIN

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	PROJECT REQUIREMENTS	Bidder's Statement of Compliance
1)	Supply and Delivery of Various Brand New Service Vehicles for the Philippine International Trading Corporation per Terms of Reference attached as Annex V-D .	
2)	The brand of the Passenger Van has been in the Philippine market for at least twenty (20) years.	

DESCRIPTION	PLEASE INDICATE THE BRAND AND MODEL NUMBER BEING OFFERED:
2x4 Double Cab Pick-Up	_____

Line No:	OTHER REQUIREMENTS	Bidder's Statement of Compliance
3)	Bidder has no overdue deliveries or unperformed services intended for PITC .	
4)	Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-C (page 2 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION
SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
BAC Nego. Ref. No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM
ITEM 3: ONE (1) UNIT 2X4 DOUBLE CAB PICK-UP

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATION

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Line No:	REQUIREMENTS IF AWARDED THE CONTRACT	Bidder's Statement of Compliance
5)	Delivery Period Within Forty-Five (45) calendar days upon receipt of Notice to Proceed.	
6)	Delivery Place Philippine International Trading Corporation (PITC) NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City	
7)	Warranty a. It is warranted that the engine is brand new, factory issued and has not been previously used or test-driven or used for demonstration purposes. b. In order to assure that manufacturing defects shall be corrected by the Bidder, the warranty period shall be three (3) years or 100,000 kilometers (whichever comes first), c. The warranty shall cover full replacement of defective items, including labor, spare parts and materials free of charge. d. The bidder shall also provide free labor and materials for the first 1,000 and 5,000 kilometers e. To provide maintenance and technical support including adequate supply of parts and consumables within the three (3) years warranty period. f. In case of unit malfunction, immediate action/assistance must be acted within 24-48 hours upon receipt of Notice from PITC. g. To provide a replacement unit in case of pulling out the vehicle for repair until the same becomes functional.	

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Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-C (page 3 of 4)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
BAC Nego. Ref. No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)**

TECHNICAL PROPOSAL FORM

ITEM 3: ONE (1) UNIT 2X4 DOUBLE CAB PICK-UP

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPRO

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Line No:	REQUIREMENTS IF AWARDED THE CONTRACT	Bidder's Statement of Compliance
8)	Operations/ Maintenance Manual Bidder must provide HARD COPY for each unit in English Language: a. Owner's Manual b. Operations Manual for Accessories c. Warranty Booklet for Air-Conditioning unit and Operation and Maintenance Manual	
9)	LTO Registration Supplier shall be responsible for the three (3) years LTO Registration (Government Plate)	
10)	Insurance One (1) Year Comprehensive Insurance with GSIS One (1) year Compulsory Third Party Liability (CTPL) Insurance	
11)	Replacement of Defective Items a. The Supplier shall replace any unit found to be defective upon pick up and with failures during inspection and testing. b. Replacement shall be made within fifteen (15) calendar days after receipt of Notice from PITC All expenses shall be for the account of the Supplier.	
12)	End-User's Orientation / Training The supplier shall conduct orientation on the User's Manual to facilitate smooth operation of the motor vehicles. The Product Orientation for the End-user shall be conducted upon pick-up and during the test-run, which shall be given to the End-User's personnel designated to obtain the vehicles. All expenses shall be for the account of the Supplier.	
13)	After Sales Service and Availability of Spare Parts a. After Sales Service and Spare Parts of same or better specifications, for the next five (5) years after the expiration of the warranty period b. Response time for technical repair assistance requests within two (2) working days after receipt of Notice/Advice for Service/Repair. Should have accredited service center/s where relocate/transfer, a written notification should be sent to PITC on the new address, contact numbers and the name of contact person.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print) / Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IV-C (page 4 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION
SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
BAC Nego. Ref. No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

TECHNICAL PROPOSAL FORM
ITEM 3: ONE (1) UNIT 2X4 DOUBLE CAB PICK-UP

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATION

INSTRUCTION TO THE BIDDER: Indicate “COMPLY” (per line no.) under Bidder’s Statement of Compliance if bidder can meet the technical specifications. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No:	REQUIREMENTS IF AWARDED THE CONTRACT		Bidder’s Statement of Compliance
14)	Notice of Availability	The Supplier shall notify the PITC of the availability of the vehicle at least seven (7) calendar days prior to delivery.	
15)	<p>For Acceptance: The delivered motor vehicle shall be subjected for visual and functional testing.</p> <p>All deliveries must be done in the presence of PITC Inspection Team authorized representative/s from the Admin. Services Division.</p> <p>The supplier must inform Admin. Services Division at least seven (7) days prior to delivery of the motor vehicle. Other than the delivery schedule / quantities stated, NO partial deliveries are allowed. Only Complete deliveries will be accepted.</p> <p>Supplier should shoulder all the cost and expenses relative to the delivery, testing and acceptance inclusive of transportation, accommodation, per diem and other incidental expenses.</p>		
16)	Licenses/ Permits	Supplier shall be responsible for securing the required permits / licenses, if any, for the importation and delivery of the items to the site.	
17)	As one of documentary requirements for payment (as applicable), submit certified true copies of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.		

Cv BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

_____ **Name of Company (in print)**

_____ **Signature of Company Authorized Representative**

_____ **Name & Designation (in print) / Date**



ANNEX V-D (Page 1 of 3)

TERMS OF REFERENCE

**SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
TOTAL ABC: Php 5,050,000.00**

**ITEM NO. 1: ONE (1) UNIT 10-13 SEATER PASSENGER VAN
UNIT ABC : Php 1,650,000.00**

	Minimum Specifications
No. of Passengers Incl. Driver	10 to 13 persons
Engine Type	16 Valve Diesel Fed
Year/Model	2019/2020 MODEL Euro 4 Compliant
Displacement	Not to exceed 3,000 cc
Transmission	5-Speed Manual
Suspension	Manufacturer’s Standards
Steering System	Power Steering
Aircon System	Manufacturer’s Standards
Brake System	Manufacturer’s Standards
Safety Features	Manufacturer’s Standards
Accessories	Manufacturer’s Standards
Preferred Color	Black (Monotone)
Warranties	Standard Warranties
Manuals	Standard Manual/Brochures
LTO Registration	3 years, for the account of the Supplier
Insurance	GSIS Comprehensive Insurance for the account of the Supplier

Conforme:

Bidder’s Company Name

Name & Signature of Authorized Representative

Designation

Date



ANNEX V-D (Page 2 of 3)

TERMS OF REFERENCE

**SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
TOTAL ABC: Php 5,050,000.00**

**ITEM NO. 2: TWO (2) UNITS 7-9 SEATER ASIAN UTILITY VEHICLE/MULTI-PURPOSE VAN
UNIT ABC: Php 1,100,000.00 per unit**

	Minimum Specifications
No. of Passengers Incl. Driver	7 – 9 persons
Engine Type	Gas Fed Engine
Year/Model	2019 /2020 MODEL Euro 4-compliant
Displacement	Not to exceed 1500 cc
Transmission	5-Speed Manual
Suspension	Manufacturer’s Standards
Steering System	Power Steering
Aircon System	Manufacturer’s Standards
Brake System	Manufacturer’s Standards
Safety Features	Manufacturer’s Standards
Accessories	Manufacturer’s Standards
Preferred Color	Metallic Silver or nearest color
Warranties	Standard Warranties
Manuals	Standard Manual/Brochures
LTO Registration	3 years, for the account of the Supplier
Insurance	GSIS Comprehensive Insurance for the account of the Supplier
Others	The vehicle brand must be existing in the Philippines for 20 years

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date



ANNEX V-D (Page 3 of 3)

TERMS OF REFERENCE

**SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES
FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION
TOTAL ABC: Php 5,050,000.00**

ITEM NO. 3: ONE (1) UNIT 2 X 4 DOUBLE-CAB PICK-UP

UNIT ABC : Php 1,200,000.00

No. of Passengers Incl. Driver	4-5 persons
Engine Type	16 Valve Diesel Fed
Year/Model	2019/2020 MODEL, Euro Compliant
Displacement	Not to exceed 3,000 cc
Transmission	6-Speed Manual
Suspension	Manufacturer's Standards
Steering System	Power Steering
Aircon System	Manufacturer's Standards
Brake System	Manufacturer's Standards
Safety Features	Manufacturer's Standards
Accessories	Manufacturer's Standards
Preferred Color	Metallic Silver or its equivalent color
Warranties	Standard Warranties
Manuals	Standard Manual/Brochures
LTO Registration	3 years, for the account of the Supplier
Insurance	GSIS Comprehensive Insurance for the account of the Supplier
Others	The vehicle brand must be existing in the Philippines for 20 years

PREPARED BY:

(SGD). MA. VERONICA A. MORALES
OIC-Admin. Services Division

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

**ANNEX VI****(BIDDER'S LETTERHEAD)****SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION****BAC Nego. Reference No.: ASD-B1-2020-316**

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

PLEASE CHECK THE ITEM BEING BID	LOT NO.	DESCRIPTION	QTY	ABC (P) (VAT Inclusive)	
				PER UNIT	TOTAL
<input type="checkbox"/>	1	10-13 Seater Passenger Van	1	1,650,000.00	1,650,000.00
<input type="checkbox"/>	2	7-9 Seater Asian Utility Vehicle. Multi Purpose Van	2	1,100,000.00	2,200,000.00
<input type="checkbox"/>	3	2x4 Double Cab Pick Up	1	1,200,000.00	1,200,000.00

CERTIFICATION

I/We _____ (*Name*), _____ (*Title or Capacity*), the duly authorized representative/s of _____ (*Name of Company/Bidder*) hereby certify that the Brand of the Vehicle being offered has been in the Philippine Market for _____ **years**.

We undertake to provide supporting documentation to substantiate this Certification should we be declared the Single/Lowest Calculated Bid.

This Certification shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this _____ day of _____ 2020 in _____, Philippines

Name of Company (Manufacturer/ Principal/ Bidder)

Full Name of Dealer's Authorized Representative

Address

Signature of Dealer's Authorized Representative

Tel. No./Fax

E-mail Address



ANNEX VIII (Page 1 of 4)

(BIDDER'S COMPANY LETTERHEAD)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Reference No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

Table with 6 columns: PLEASE CHECK THE ITEM BEING BID, LOT NO., DESCRIPTION, QTY, ABC (P) (VAT Inclusive) PER UNIT, and TOTAL. It lists three vehicle items: 10-13 Seater Passenger Van, 7-9 Seater Asian Utility Vehicle, and 2x4 Double Cab Pick Up.

Omnibus Sworn Statement

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

AFFIDAVIT

I/We, _____, of legal age, with residence at _____, after having been duly sworn to in accordance with law and in compliance with the bidding requirements as contained in the Instructions to Bidders / Bid Data Sheet for the bidding of the Supply and Delivery of Various Brand New Service Vehicles for Philippine International Trading Corporation per BAC Nego Ref. No. ASD-B1-2020-316.

(a) AUTHORITY OF THE DESIGNATED REPRESENTATIVE
(Please check appropriate box and fill up blanks)

[] Sole Proprietor

That I am the sole proprietor of <company name/name of supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ and as such, I have the full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: _____

Title: _____

Specimen Signature: _____

- OR -

That I am the duly authorized representative of the owner/sole proprietor of <company name/name of supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ as shown in the attached Special Power of Attorney, and granted full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: _____

Title: _____

Specimen Signature: _____

Note: Please attach a Special Power of Attorney, if not the Sole Proprietor/Owner.



ANNEX VIII (Page 2 of 4)

Corporation, Partnership, Cooperative

That I/we am/are the duly authorized representative/s of <company name>, located at _____, with Telephone No. _____; Fax No. _____ and e-mail address, _____, as shown in the attached Secretary’s Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned bidding, including signing all bidding documents and other related documents such as the contracts:

- 1) Name: _____ 2) Name: _____
- Title: _____ Title: _____
- Specimen Signature: _____ Specimen Signature: _____

Note: Please attach duly executed Secretary’s Certificate.

(b)
NON-INCLUSION IN THE BLACKLIST NOR UNDER SUSPENSION STATUS BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY

That the firm I/We represent 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 been recognized by the Government Procurement Policy Board;

(c)
AUTHENTICITY OF SUBMITTED DOCUMENTS

That each of the documents submitted by our company 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.

(d)
AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant, hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, PITC Bids & Awards Committee I or her duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said documents and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairman of **PITC Bids and Awards Committee I** or her duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of **Philippine International Trading Corporation**.



ANNEX VIII (Page 3 of 4)

**(e)
DISCLOSURE OF RELATIONS**

That for and in behalf of the Bidder, I/We hereby declare that the sole proprietor or proprietress/ all officers and members of the partnership or cooperative/ all officers, directors, and controlling stockholders of the corporation/ all partners and members of the Joint Venture are not related by consanguinity or affinity up to the third civil degree with the **Head of the Procuring Entity**, members of the **Board of Directors**, the **President, Officers or Employees** having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the **members of the PITC BAC**, the **members of the TWG of PITC**, the **PITC BAC Secretariat**, the **head of the end-user unit**, and the **project consultants**. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.

**(f)
COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS**

That our company diligently abides and complies with existing labor laws and standards.

**(g)
BIDDER'S RESPONSIBILITIES**

1. That I/we have taken steps to carefully examine all of the bidding documents;
2. That I/we acknowledge all conditions, local or otherwise affecting the implementation of the contract;
3. That I/we made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/we will inquire or secure Supplemental /Bid Bulletins issued for this project;
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental /Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.

**(h)
DID NOT PAY ANY FORM OF CONSIDERATION**

That our company 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.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2020 at _____, Philippines.

**Bidder's Representative/Authorized Signatory
Signature over Printed Name**



ANNEX VIII (Page 4 of 4)

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice _____ issued _____at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

ANNEX IX-A

PHILIPPINE INTERNATIONAL TRADING CORPORATION

Financial Proposal Form

(PRICES MUST BE INCLUSIVE OF VAT)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Reference No.: ASD-B1-2020-316

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

ITEM NO.1: ONE (1) UNIT 10-13 SEATER PASSENGER VAN

PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNAT

DESCRIPTION	QTY	ABC (₱) (VAT inclusive)			
		UNIT ABC	TOTAL ABC	UNIT FINANCIAL BID	TOTAL FINANCIAL BID
10-13 SEATER PASSENGER VAN	ONE (1) UNIT	1,650,000.00	1,650,000.00		

TOTAL BID PRICE (Amount in Words): _____

Notes:

- The Total ABC of this project is inclusive of ALL REQUIREMENTS for the Project
- The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the supply, delivery and testing requirements for this project.
- The bidder shall assume all risks until the goods have been delivered at the site and accepted by PITC.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

ANNEX IX-B

PHILIPPINE INTERNATIONAL TRADING CORPORATION

Financial Proposal Form

(PRICES MUST BE INCLUSIVE OF VAT)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Reference No.: ASD-B1-2020-316

(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

ITEM NO.2: TWO (2) UNITS ASIAN UTILITY VEHICLE/MULTI PURPOSE VAN

PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNAT

DESCRIPTION	QTY	ABC (₱) (VAT inclusive)	
		ABC	FINANCIAL BID
7-9 SEATER ASIAN UTILITY VEHICLE/MULTI PURPOSE VAN	TWO (2) UNITS	1,100,000.00/UNIT	

TOTAL BID PRICE (Amount in Words): _____

Notes:

- The Total ABC of this project is inclusive of ALL REQUIREMENTS for the Project
- The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the supply, delivery and testing requirements for this project.
- The bidder shall assume all risks until the goods have been delivered at the site and accepted by PITC.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

ANNEX IX-C

PHILIPPINE INTERNATIONAL TRADING CORPORATION

Financial Proposal Form

(PRICES MUST BE INCLUSIVE OF VAT)

SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR THE PHILIPPINE INTERNATIONAL TRADING CORPORATION

BAC Nego. Reference No.: ASD-B1-2020-316
(Previous Bid Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

ITEM NO.3: ONE (1) UNIT 2X4 DOUBLE CAB PICK-UP

PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNATIONAL TRADING CORPORATION PHILIPPINE INTERNAT

DESCRIPTION	QTY	ABC (₱) (VAT inclusive)	
		ABC	FINANCIAL BID
2X4 DOUBLE CAB PICK UP	ONE (1) UNIT	1,200,000.00	

TOTAL BID PRICE (Amount in Words): _____

- Notes:**
- The Total ABC of this project is inclusive of ALL REQUIREMENTS for the Project
 - The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the supply, delivery and testing requirements for this project.
 - The bidder shall assume all risks until the goods have been delivered at the site and accepted by PITC.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



Section VII.

Post Qualification Document



ANNEX X

BIDDER'S COMPANY LETTERHEAD)

COMPANY PROFILE

COMPANY NAME : _____

ADDRESS : _____

HEAD OFFICE : _____

BRANCH : _____

TELEPHONE NUMBER/S : _____

HEAD OFFICE : _____

BRANCH : _____

FAX NUMBER/S : _____

HEAD OFFICE : _____

BRANCH : _____

E-mail Address/es : _____

NUMBER OF YEARS IN BUSINESS : _____

NUMBER OF EMPLOYEES : _____

LIST OF MAJOR STOCKHOLDERS : _____

LIST OF BOARD OF DIRECTORS : _____

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)] : _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Section VIII. Reference Documents



REFERENCE DOCUMENTS

TABLE OF CONTENTS

Annex No.	Particulars	Page No.
Annex XI	Special Bank Guarantee or Irrevocable Letter of Credit (for retention money, as applicable)	70
Annex XII	Form of Performance Security (Bank Guarantee)	71



ANNEX XI

**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



Annex XII

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.



Section IX.

Checklist of Requirements



**PITC BIDS AND AWARDS COMMITTEE I
CHECKLIST OF REQUIREMENTS FOR BIDDERS**

Name of Company:

Project:

**SUPPLY AND DELIVERY OF VARIOUS BRAND NEW SERVICE VEHICLES FOR
THE PHILIPPINE INTERNATIONAL TRADING CORPORATION**

Bid Ref. No.

BAC NEGO. REF. NO. ASD-B1-2020-316
(Previous Bid. Ref. No. ASD-B1-2018-607 and ASD-B1-2019-153 Rebid)

Ref. No.	Particulars
ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS	
12.1 (a)	ELIGIBILITY DOCUMENTS
	CLASS "A" DOCUMENTS
(i)	Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;
(ii)	Valid and Current Business / Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR 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.
(iii)	Valid and Current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005
(iv)	Copy of each of the following Audited Financial Statements for 2018 and 2017 (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 be stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.
OR	<u>Submission of valid and current PhilGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A, in lieu of (Items (i), (ii), (iii) and (iv) Eligibility Documents.</u> *Note: Bidder must ensure that all Class "A" Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents together with the Platinum Registration.



	In case the bidder opt to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (GPPB Circular 07-2017 dated 31 July 2017).	
(v)	Statement of the prospective bidder's all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. (Annex I) ;	
(vi)	Statement of Single Largest Completed Contract of Similar Nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the total ABC of the item/s being bid for (Annex I-A) . "Similar contract" shall mean Motor Vehicle . <u>Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:</u> (a) Copy of End User's Acceptance; or (b) Copy of Official Receipt/s; or (c) Copy of Sales Invoice with Collection Receipt/s	
(vii)	Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per Annex II, in accordance with ITB Clause 5.5 OR Committed Line of Credit Annex II-A . a) Should the bidder opt to submit NFCC, computation must be equal to the total ABC of the project. The detailed computation using the required formula must be shown as provided for in Annex II . $\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$ Notes: 1. <i>The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</i> 2. <i>The value of all outstanding or uncompleted contracts refers to those listed in Annex I.</i> 3. <i>The detailed computation must be shown using the required formula provided above.</i> 4. <i>The NFCC computation must at least be equal to the ABC of the project.</i> OR b) Should the bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the total ABC of the project issued by a Local Universal or Local Commercial Bank. (See sample Bank Form per Annex II-A).	



12.1 (a.2)	<p>CLASS "A" DOCUMENTS</p> <p><u>FOR JOINT VENTURE</u></p> <p><i>The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.</i></p> <p><i>Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or PITC shall apply to the JVA as the JV is deemed as one bidder.</i></p> <p>a) <u>For Joint Ventures</u>, Bidder to submit either:</p> <ul style="list-style-type: none"> i. Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or ii. Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by 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. (Annex III) <p>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]</p> <p><u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p> <p>b) Each JV Partner, must also submit the following:</p> <p><u>Local JV Partner</u></p> <ul style="list-style-type: none"> (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives; (ii) Valid and Current Business / Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR equivalent document for Exclusive Economic Zones or Areas; <p>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.</p> <ul style="list-style-type: none"> (iii) Valid and Current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005
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- (iv) Copy of Audited Financial Statements for **2018 and 2017** (in comparative form or separate reports):
- Independent Auditor's Report;
 - Balance Sheet (Statement of Financial Position); and
 - Income Statement (Statement of Comprehensive Income).

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

Foreign JV Partner

- Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based;
- Valid and Current Tax Clearance per Executive Order 398, Series of 2005, and Revenue Memorandum Order No. 46-2018 as finally reviewed and approved by the BIR of the Philippines.
- Corporate Financial Statement or Annual Report for **2018 or 2017**.

NOTE:

The following Eligibility – Technical and Eligibility – Financial Documents may be submitted by only ONE of the parties to the JV:

- Statement of all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. (**Annex I**);
- Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least **fifty percent (50%)** of the total ABC (**Annex I-A**)

"Similar contract" shall mean "Motor Vehicle"

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per **Annex I-A**:

- Copy of End User's Acceptance; or
 - Copy of Official Receipt/s; or
 - Copy of Sales Invoice with Collection Receipt/s
- Copy of Audited Financial Statements for **2018 and 2017** (in comparative form or separate reports):
 - Independent Auditor's Report;
 - Balance Sheet (Statement of Financial Position); and
 - Income Statement (Statement of Comprehensive Income).

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

- Duly signed Net Financial Contracting Capacity (NFCC) per **Annex II**, in accordance with ITB Clause 5.5.

**OR**

Should the bidder opt to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. (Annex II-B)

*****The determination as to (i) whose Audited Financial Statement should be used / submitted; and (ii) who submits the Statement of All-Ongoing Contracts – lies with the Partners Contracting the Joint Venture since the audited Financial Statements and the Ongoing Contracts of that JV partners should be the basis for the Computation of the NFCC.**

OR

Submission of valid and current **PHILGEPS Certificate of Registration and Membership (Platinum Registration*)**

*Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including:

For Local JV Partner: Audited Financial Statements for **2018 AND 2017** (stamped received by the BIR or its duly accredited authorized institutions) together with the Platinum Registration

For Foreign JV Partner: Corporate Financial Statement or Annual Report for **2018 OR 2017.**

In case the JV Partners opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. *“GPPB Circular 07-2017 dated 31 July 2017”*

For other required Class “A” Eligibility Documents, submission by any of the partner(s) constitutes collective compliance.



12.1 (b)	TECHNICAL DOCUMENTS									
(i)	<p>Duly signed and completed Technical Proposal Form. Bidder must use, accomplish and submit the Technical Proposal Form per attached:</p> <table border="1" data-bbox="300 309 1305 539"> <thead> <tr> <th>DESCRIPTION</th> <th>ANNEX</th> </tr> </thead> <tbody> <tr> <td>10-13 Seater Passenger Van</td> <td>Annex IV- A</td> </tr> <tr> <td>7-9 Seater Asian Utility Vehicle/Multi Purpose Van</td> <td>Annex IV- B</td> </tr> <tr> <td>2x4 Double Cab Pick up</td> <td>Annex IV- C</td> </tr> </tbody> </table>	DESCRIPTION	ANNEX	10-13 Seater Passenger Van	Annex IV- A	7-9 Seater Asian Utility Vehicle/Multi Purpose Van	Annex IV- B	2x4 Double Cab Pick up	Annex IV- C	
DESCRIPTION	ANNEX									
10-13 Seater Passenger Van	Annex IV- A									
7-9 Seater Asian Utility Vehicle/Multi Purpose Van	Annex IV- B									
2x4 Double Cab Pick up	Annex IV- C									
(ii)	<p>Completed and signed PITC Terms of Reference per Annex V.</p>									
(iii)	<p>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.</p> <table border="1" data-bbox="331 698 1359 891"> <thead> <tr> <th>ITEM NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10-13 Seater Passenger Van</td> </tr> <tr> <td>2</td> <td>7-9 Seater Asian Utility Vehicle/Multi Purpose Van</td> </tr> <tr> <td>3</td> <td>2x4 Double Cab Pick up</td> </tr> </tbody> </table> <p><i>Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.</i></p>	ITEM NO.	DESCRIPTION	1	10-13 Seater Passenger Van	2	7-9 Seater Asian Utility Vehicle/Multi Purpose Van	3	2x4 Double Cab Pick up	
ITEM NO.	DESCRIPTION									
1	10-13 Seater Passenger Van									
2	7-9 Seater Asian Utility Vehicle/Multi Purpose Van									
3	2x4 Double Cab Pick up									
(iv)	<p>FOR DISTRIBUTORS OR DEALERS:</p> <p>(ix) Certification that the brand of the vehicle being offered has been in the Philippine Market for the last twenty (20) years per Annex VI.</p> <p>(x) Valid and current Certificate of Distributorship/Dealership of the motor vehicle being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer).</p> <p>If not issued by manufacturer, must also submit certification/ document linking bidder to the manufacturer.</p> <p><i>Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.</i></p>									
(vi)	<p>Certificate of Performance Evaluation (Annex VII) with a rating of at least Very Satisfactory, issued by the Single Largest Completed Contract Client of the bidder per Annex I-A;</p>									
(viii)	<p>Proof of Authority of the bidder’s authorized representative/s:</p> <p>(a) FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Duly notarized Special Power of Attorney.</p> <p>(b) FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.</p> <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.</p>									



(ix)	<p>Omnibus Sworn Statements using the form prescribed (Annex VIII).</p> <p>(a) Authority of the designated representative (b) Non-inclusion in blacklist or under suspension status (c) Authenticity of Submitted Documents (d) Authority to validate Submitted Documents (e) Disclosure of Relations (f) Compliance with existing labor laws and standards (g) Bidders Responsibilities (h) Did not pay any form of consideration</p>
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ENVELOPE 2: FINANCIAL DOCUMENTS

13.1 (a)	<p>Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Financial Bid Form hereto attached as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">ITEM</th> <th style="width: 55%;">DESCRIPTION</th> <th style="width: 30%;">ANNEX</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">10-13 Seater Passenger Van</td> <td style="text-align: center;">IX - A</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">7-9 Seater Asian Utility Vehicle/Multi Purpose Van</td> <td style="text-align: center;">IX - B</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">2x4 Double Cab Pick up</td> <td style="text-align: center;">IX - C</td> </tr> </tbody> </table> <p>The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.</p>	ITEM	DESCRIPTION	ANNEX	1	10-13 Seater Passenger Van	IX - A	2	7-9 Seater Asian Utility Vehicle/Multi Purpose Van	IX - B	3	2x4 Double Cab Pick up	IX - C
ITEM	DESCRIPTION	ANNEX											
1	10-13 Seater Passenger Van	IX - A											
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3	2x4 Double Cab Pick up	IX - C											

Note:

1. In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet 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 Eligibility, Technical and Financial Documents checklist.