
**DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT**

NATIONAL CAPITAL REGION

BIDS & AWARDS COMMITTEE (BAC)

BIDDING DOCUMENTS FOR THE:

**NOTICE OF NEGOTIATED
PROCUREMENT FOR THE SUPPLY AND
DELIVERY OF ONE (1) VEHICLE FOR
DSWD-NCR FIELD OFFICE**

(NTPFB-2022-06-06)

**Sixth Edition
July 2020**

Preface

**NOTICE OF NEGOTIATED PROCUREMENT
(Negotiated Procurement due to Two-Failed Biddings)
NPTFB-2022-07-08**

SUPPLY AND DELIVERY OF ONE (1) VEHICLE FOR DSWD-NCR FIELD OFFICE

1. The **Department of Social Welfare and Development – National Capital Region (DSWD-NCR)**, through the Direct Release Fund 2022 intends to apply the sum of **One Million Five Hundred Thousand Pesos Only (Php1,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply and Delivery of One (1) Vehicle for DSWD-NCR Field Office with Project Reference No. NPTFB-2022-07-08**.
2. The **DSWD-NCR** now invites technically, legally, and financially capable supplier for the project at hand. The prospective supplier shall submit the Technical and Financial Component as specified in Annex A. Checklist of Technical and Financial Documents.
3. The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 53.1 of the Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the Government Procurement Reform Act (GPRA).
 - a. Procurement is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
 - b. The Bids and Awards Committee (BAC) will engage in negotiation a sufficient number of suppliers to ensure effective competition. **The selection of the successful offers shall be based on the best and final offer that will be submitted on a specified date, which could meet the DSWD’s minimum technical and financial requirements and does not exceed the ABC.**
4. Prospective Suppliers may obtain further information from **DSWD-NCR BAC Secretariat** and inspect the Bidding Documents at the address given below during **(Monday to Friday – 8:00 am to 5:00 pm.)**.
5. The deadline for the submission of quotations is on 12 July 2022 at 12:45 p.m. which shall be delivered at the **DSWD-NCR-Sanctuary Center** Conference Room, **Welfareville Compound, Barangay Addition Hills, Mandaluyong City**. Late quotations/proposals shall not be accepted.

6. The opening of quotations shall be on 12 July 2022 at 1:00 p.m., to be held at **DSWD-NCR-Sanctuary Center Conference Room, Welfareville Compound, Barangay Addition Hills, Mandaluyong City.**
7. The **DSWD-NCR** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
8. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee
DSWD-NCR
c/o BAC Secretariat
Room 301, DSWD-NCR Field Office
389 San Rafael St. cor. Legarda St.
Sampaloc, Manila
Email Address: dswdncr.bac@gmail.com
Telephone No.: 5310-1434

9. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph and www.ncr.dswd.gov.ph

Issued this 4th day of July 2022.

ROWELA F. HIZON
Chairperson
Bids and Awards Committee

“Annex A”

Checklist of Technical and Financial Documents

To ensure that DSWD-NCR negotiates contract with a technically, legally, and financially capable supplier, the prospective supplier must submit the following documents (each supplier/bidder shall submit one (1) original and one (1) copy 1 and one (1) copy 2 of the Technical and Financial Components in a sealed envelope duly marked and signed) (*pls. see Annex IV-A, IV-B and IV-C*):

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; (**Annex I**) **and**

- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (**Annex III**); **and**

The bid security shall be valid for **one hundred twenty (120) calendar days** from the date of opening of quotations. **and**

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule (Schedule of Requirements), manpower requirements, and/or after-sales/parts, if applicable; **and**

- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (**Annex IV**);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Additional Documents

The following documents shall be submitted upon request by the BAC on the specified date.

1. Best and Final Offer (as to its Technical [Technical Specifications and Schedule of Requirements] and Financial Documents) upon request of the BAC on a specified date;
2. Post Qualification - The BAC shall determine to its satisfaction whether the Supplier that is evaluated as having submitted the Lowest/Single Calculated Quotation complies with and is responsive to all the requirements and conditions specified. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest/Single Calculated Quotation, the Supplier shall submit the following documents, to wit:
 - a. Latest income tax returns (ITR) are those covering the immediately preceding year while latest business tax returns (BTR) are those filed the last six (6) months preceding the date of bid submission filed and paid through the Electronic Filing and Payment System (eFPS) of the BIR; and
 - b. Other documents that may be required during post-qualifications
3. Performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

Form of Performance Security/Bond	Amount of Performance Security/Bond (Equal to Percentage of the Total Contract Price)
Cash or cashier's/Manager's check issued by a Universal or Commercial Bank	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit 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	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

Failure of the successful Bidder to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate the procedure to the next LCRB identified and selected for recommendation of contract award.

General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no

extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered (stated at the schedule of requirements). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Services shall be made by the Service Provider in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Delivery Site is:</p> <p style="padding-left: 40px;">a. Ms. Larnelin Cabanos or Mr. LJ Berania</p> <p>Incidental Services –</p> <p>The Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p style="padding-left: 40px;">a. Specific requirements are included in the Technical Specifications</p>

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

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

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

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

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

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>[If partial payment is allowed, state] “”</i>
4	The inspections and tests that will be conducted are tallying and weighing of delivered goods”

Schedule of Requirements

The delivery schedule for the Supply and Delivery of One (1) Vehicle for DSWD-NCR Field Office expressed as weeks/months stipulates hereafter as indicated in the Terms of Reference (TOR).

Item Number	Description	Quantity	Total Amount	Delivered, Weeks/Months
1 LOT	Supply and Delivery of One (1) Vehicle for DSWD-NCR Field Office	1 unit	1,500,000.00	Within Fifteen (15) calendar days upon Receipt of Notice to Proceed (NTP)

Place of Delivery:

DSWD-NCR

c/o General Services Unit
 389 San Rafael St. cor. Legarda St.
 Sampaloc, Manila

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

***** This document must be attached to the Technical Specifications *****

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

Technical Specifications

TO THE BIDDER: Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

IMPORTANT NOTE: Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result to in a rating of **“FAILED”**.

Specifications	Statement of Compliance
SUPPY AND DELIVERY OF ONE (1) VEHICLE FOR DSWD-NCR FIELD OFFICE	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the</i></p>

		<p><i>evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1. Overall Length/Width/Height	At least 4,650 x 1,750 x 1,700 mm	
2. Seating Capacity/Seat Configuration	Manufacturer's Specifications	
3. Diesel Engine		
Type:	4 Cylinder, In-line, 16-Valve	
Displacement:	At least, 2,400cc but not exceeding 2,800cc Diesel Engine	
4. Color	White/Gray Variant	
5. Emission Rating	Must be Euro IV Compliant	
6. Transmission	At 4-6 speed, manual transmission/automatic transmission	

7. Steering	Power assisted, Left-hand drive	
8. Suspension	Manufacturer's Specifications	
9. Brakes (Front/Rear)	Manufacturer's Specifications	
10. Tires and Rims	Manufacturer's Specifications: Must be Alloy Wheels	
11. Audio System	With at least 6.5" Capacitive Touchscreen MP3/Tuner/USB Port/AUX/Bluetooth Connectivity	
12. Digital TV Box	Must be equipped with Digital TV Box	
13. Windows	Power windows with central locking system with tinted glass window 3M	
14. Finish	Standard Factory Finish Available colors will be provided by the Lowest Calculated Bidder during the post-qualification	
15. Additional Provisions	Vehicle Manual One (1) kit of standard tools, early warning device (EWD) and wheel equipment	
16. Stickers/Decals	Front and Rear Side – DSWD Logo	

	Left and Right Door – DSWD Logo and phrase “For Official Use Only”	
17. Camera	Equipped with front and rear camera (Vehicle DVR with 32 GB Storage)	
OTHER REQUIREMENTS		
18. Incidental Services	<p>Three (3) years inclusive of service warranty</p> <p>Three (3) years Third- Party Liability (TPL) GSIS Insurance Coverage</p> <p>Three (3) years LTO Registration</p> <p>One (1) year GSIS Comprehensive Insurance Policy</p>	
19. Others	Manufacturer must be at least ten (10) years in the industry and must have accredited service centers in the Philippines	
20. Warranty	The supplier warrants that it will either repair or replace any supplied part (limited thereto) that is found defective in material or workmanship under normal use within a period of one (1) year or twelve (12) months or 10,000 kilometers whichever comes first free of charge for labor and parts	
21. Preventive Maintenance Service	The Service Center shall provide a periodic maintenance service which includes free labor	

	and parts for 1,000 km, free labor for 5,000 km and 10,000 km.	
22. Schedule of Delivery	Within Fifteen (15) calendar days from receipt of Notice to Proceed (NTP)	

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

***** This document must be attached to the Technical Component Envelope *****

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

TERMS OF REFERENCE

Supply and Delivery of One (1) Vehicle for DSWD-NCR Field Office

I. PROJECT DESCRIPTION

The General Services Section (GSS) will procure one (1) vehicle, Crossover Utility Vehicle (CUV) with engine displacement not exceeding 2800 cc for diesel. This will be used by the Regional Director on his daily activities in the performance of his basic mandated functions.

II. SPECIFICATIONS

The detailed technical specifications are enumerated below:

Description	Any four-wheel enclosed vehicle having dual side doors and a fifth rear door or lift-up tailgate. The CUV has the cargo and passenger carrying space of an AUV, the aerodynamics and sleekness of a car, and the rugged looks and feel of a sports utility vehicle with an engine displacement not exceeding 2800cc diesel fed.
SPECIFICATIONS	
Overall Length/Width/Height	At least 4,650 x 1,750 x 1,700 mm
Seating Capacity/Seat Configuration	Manufacturer's Specifications
Diesel Engine	
Type:	4 Cylinder, In-line, 16-Valve
Displacement:	At least, 2,400cc but not exceeding 2,800cc Diesel Engine
Color	White/Gray Variant
Emission Rating	Must be Euro IV Compliant
Transmission	At 4-6 speed, manual transmission/automatic transmission
Steering	Power assisted, Left-hand drive

Suspension	Manufacturer's Specifications
Brakes (Front/Rear)	Manufacturer's Specifications
Tires and Rims	Manufacturer's Specifications: Must be Alloy Wheels
Audio System	With at least 6.5" Capacitive Touchscreen MP3/Tuner/USB Port/AUX/Bluetooth Connectivity
Digital TV Box	Must be equipped with Digital TV Box
Windows	Power windows with central locking system with tinted glass window
Finish	Standard Factory Finish Available colors will be provided by the Lowest Calculated Bidder during the post-qualification
Incidental Services	Three (3) years inclusive of service warranty Three (3) years Third-Party Liability (TPL) GSIS Insurance Coverage Three (3) years LTO Registration One (1) year GSIS Comprehensive Insurance Policy
Additional Provisions	Vehicle Manual One (1) kit of standard tools, early warning device (EWD) and wheel equipment
Stickers/Decals	Front and Rear Side – DSWD Logo Left and Right Door – DSWD Logo and phrase "For Official Use Only"
Camera	Equipped with front and rear camera (Vehicle DVR with 32 GB Storage)
Others	Manufacturer must be at least ten (10) years in the industry and must have accredited service centers in the Philippines
Place of Delivery	DSWD-NCR Office Sampaloc, Manila

Schedule of Delivery	Within Fifteen (15) calendar days from receipt of Notice to Proceed (NTP)
Payment Terms	One-time payment, with 15 to 30 calendar days from completion of supporting documents for payment including submission of LTO Registration and GSIS Insurance and compliant to technical specifications

As per Administrative Order No. 14 on “Consolidating and Rationalizing the Rules on the Acquisition of Government Vehicles, Adopting a Centralized System of Procurement” cited under Section 3 “Reiterating the Prohibition on the Acquisition and Use of Luxury Vehicles, it is stated that displacement under item b. if diesel-fed vehicle of passenger van or pick-up type vehicle with engine displacement not exceeding 3000cc and with an engine not exceeding four (4) cylinders and under item c. if gasoline-fed vehicle with engine displacement not exceeding 2500cc shall only be allowed. The said provision must be followed in consideration of the above highlighted specifications.

III. OTHER VENDOR REQUIREMENTS / CONDITIONALITIES

1. The supplier must be a legitimate entity providing vehicles and registered at the Securities and Exchange Commission (SEC).
2. Prospective bidders must have a track record of selling the above vehicle for five (5) years.
3. Delivery and documents

The Vehicle shall be thoroughly inspected and prepared for delivery by the authorized dealer’s service and technical experts in ensuring a maximum satisfaction from the end user and without encountering any problems

Upon delivery of the vehicle, the Supplier shall notify DSWD-NCR and present the following documents:

- Original and in four copies of the Supplier’s invoice showing the vehicle’s description, quantity, unit price and total amount.
- Original and in four copies of delivery receipt.
- Original supplier’s factory inspection report.
- Original and in four copies of the Manufacturer’s and /or supplier’s warranty certificate.
- Delivery receipt detailing number and description of items received signed by the authorized receiving personnel.
- Certificate of Acceptance/Inspection Report signed by the DSWD-NCR’s Property Section, and
- Four copies of the Invoice Receipt for Property to be signed by their representative.

4. Incidental Services

The Supplier is required to provide all of the following services:

- Performance or supervision and/or start-up of the supplied vehicle;
- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied vehicles.

5. Spare Parts

The supplier shall carry sufficient inventories to assure supply of consumable spares of the vehicle for a period of one (1) year. Parts/replacement and consumables must be readily available in the Philippine market abundantly for at least ten (10) years.

6. Said unit will be subjected to test drive to determine road worthiness. Accessories will be properly inspected.

7. Other Conditionalities

- Floor Matting
- Set of tools with jack
- Seat Cover
- Rust roofing
- Rain Gutter

IV. ACCOUNTABILITIES

The newly acquired vehicle will be entrusted to the General Services Section for control, monitoring, care and maintenance and to be used by the Regional Director. A specific driver will be assigned to conduct the daily trip of the Director and take care of the vehicle.

V. WARRANTY

The supplier warrants that it will either repair or replace any supplied part (limited thereto) that is found defective in material or workmanship under normal use within a period of one (1) year or twelve (12) months or 10,000 kilometers whichever comes first free of charge for labor and parts

Likewise, the supplier shall provide technical assistance to the buyer as need may arise and also by providing a Warranty Booklet with Periodic Maintenance Services (PMS) listed as guide for the end user.

VI. PREVENTIVE MAINTENANCE SERVICE (PMS)

The Service Center shall provide a periodic maintenance service which includes free labor and parts for 1,000 km, free labor for 5,000 km and 10,000 km.

VII. TERMINATION OF CONTRACT

Non-compliance of the terms and conditions stated in the Terms of Reference is ground for termination of the Contract Agreement specifically the non-compliance of the required specifications of the vehicle.

VIII. TERMS OF PAYMENT

Payment for the purchase of the vehicle is:

- One Time Payment
 - 15 to 30 calendar days from completion of supporting documents for payment/billing statement, including submission of LTO Registration and GSIS Insurance and vehicle is in good running condition upon delivery and compliant to all technical specifications.

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

***** This document must be attached to the Technical Component Envelope *****

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
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Bid Form

Date: _____
Invitation to Bid No: NPTFB-2022-07-08

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**
National Capital Region
389 San Rafael cor Legarda Street, Manila

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform the **Supply and Delivery of One (1) Vehicle for DSWD-NCR Field Office** in conformity with the said PBDs for the sum of ***[total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules*** attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as but not limited to: [specify the applicable taxes, e.g. (i) Value Added Tax (VAT), (ii) Income Tax, (iii) Local Taxes, and (iv) Other fiscal levies and duties,] which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:¹

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____		_____

(if none, state "None")

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

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

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

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

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page
of _____

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

Name:

Legal Capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Annex I

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Fifty percent (50%) of the ABC of this project.

Name of Client and Complete Address	Name of the Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Duration of Contract
Contact Person and Contact Number					

Any of the following documents must be attached:

- a. End-user's Acceptance/Certificate of Completion; **or**
- b. Copy of official receipt(s) **or**
- c. Copy of Sales Invoice and Collection Receipt issued for the contract, if completed, which shall be attached to the statements.

{Note: Failure to submit a supporting document shall be a ground for disqualification}

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

Annex II
Statement of All Ongoing Government and Private Contracts (Including Contracts Awarded but not yet Started)

 1. All on-going contracts (including contracts awarded but not yet started, *if ANY*)

Name of Client and Complete Address Contact Person and Contact Number	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Goods	Value of Outstanding Contracts	Purchase Order No./ or Date of Contracts	Duration of Contract

[Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Notice of Award and (c) Notice to Proceed]

Instructions:

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

Certified Correct:

 Name of Company

 Signature of Bidder or Authorized Representative

 Name and Designation

 Date

****No attachments required****

PLEASE USE THE PRESCRIBED FORMAT IN THIS BID FORM
--

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*
[Insert signatory's legal capacity]
Affiant

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

Annex IV

(Bidder's Company Letterhead)
Supply and Delivery of One (1) Vehicle for DSWD-NCR Field Office

Invitation to Bid (ITB): NPTFB-2022-07-08
 Approved Budget for the Contract (ABC) – **Php1,500,000.00**

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

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

CA	=	Current Assets	₱
Less:			-
CL	=	Current Liabilities	₱
Sub-Total 1			₱
			X 15
Sub-Total 2			₱
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	₱
NFCC			₱

Issued this _____ day of _____, 2022.

Note:

1. The phrase "value of the bidder's current assets and current liabilities" shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project
5. Any misrepresentation in the NFCC shall be a ground for disqualification.

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

**PLEASE USE THIS PRESCRIBED FORMAT IN
THIS BID FORM**

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an

authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through

misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

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

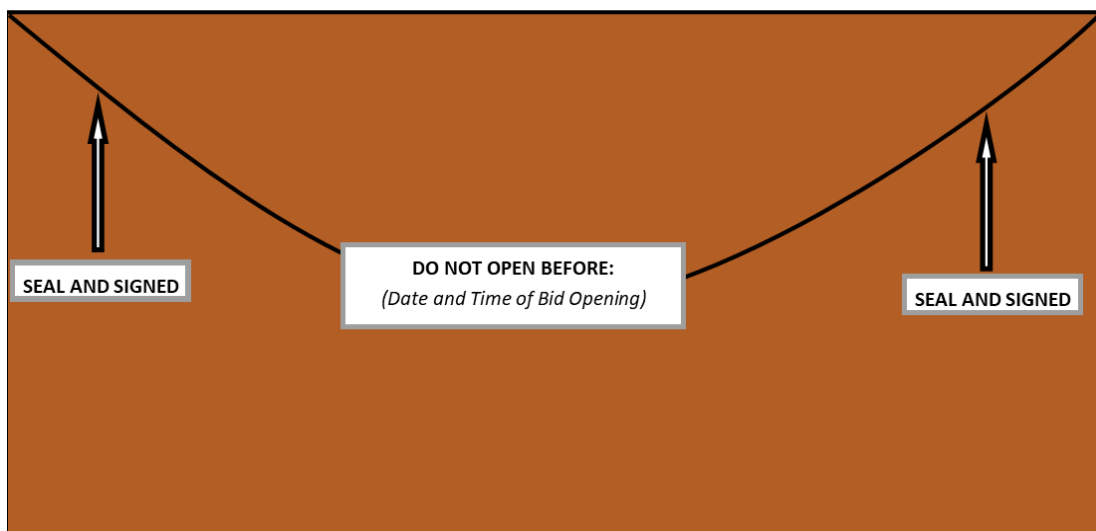
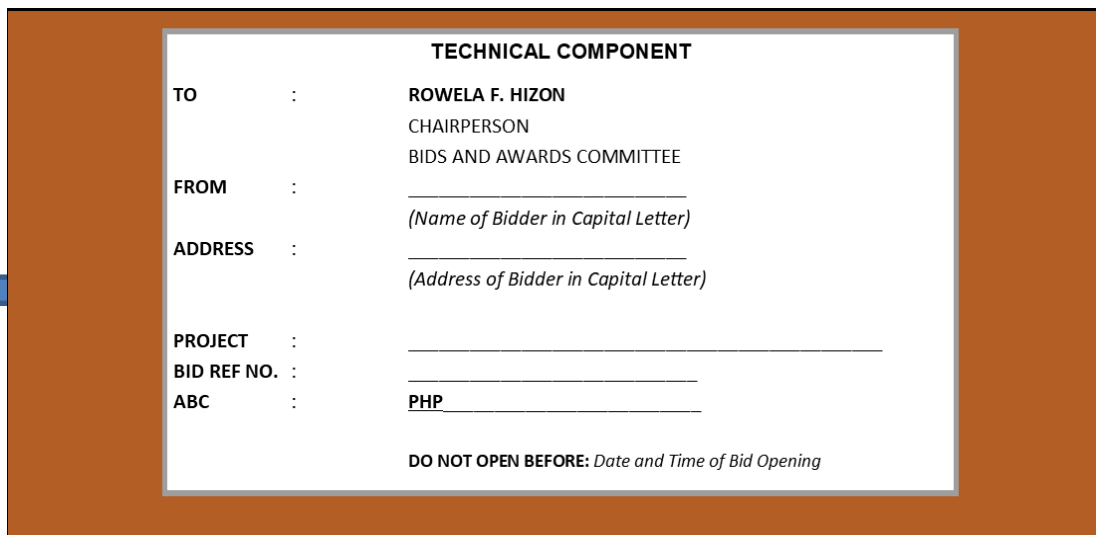
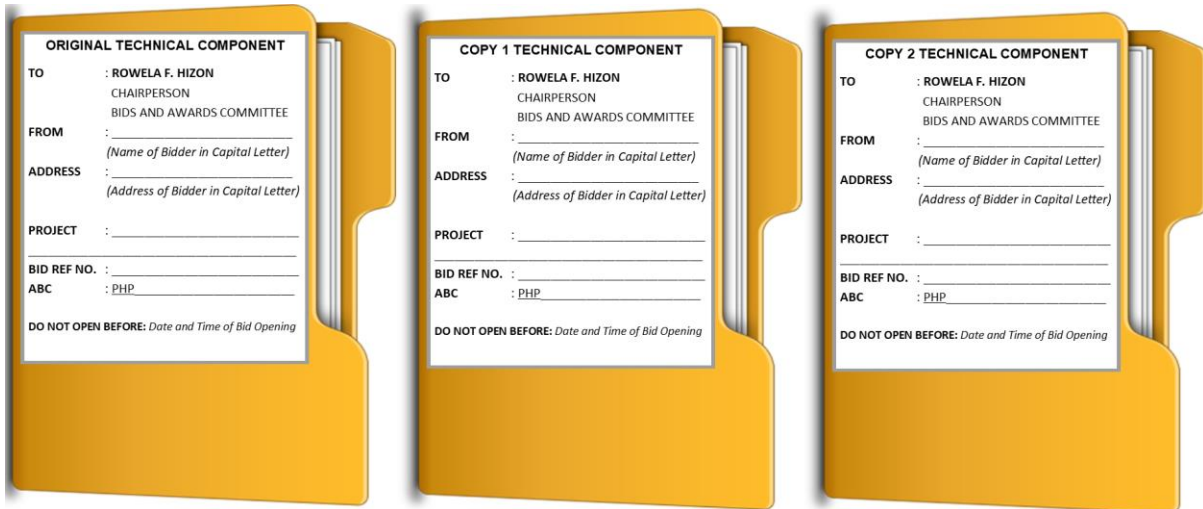
[Insert signatory's legal capacity]

Affiant

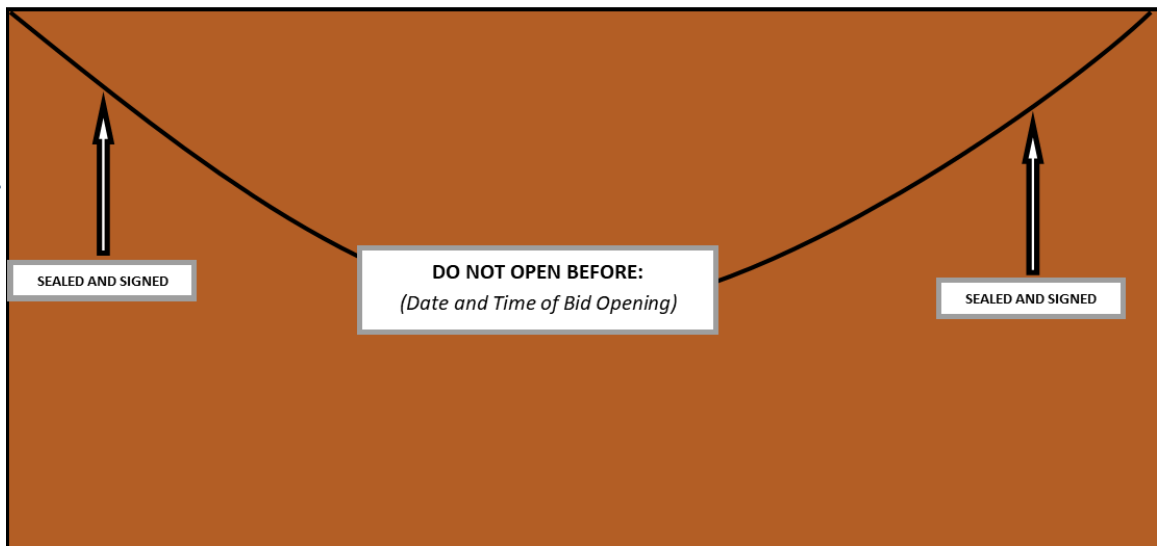
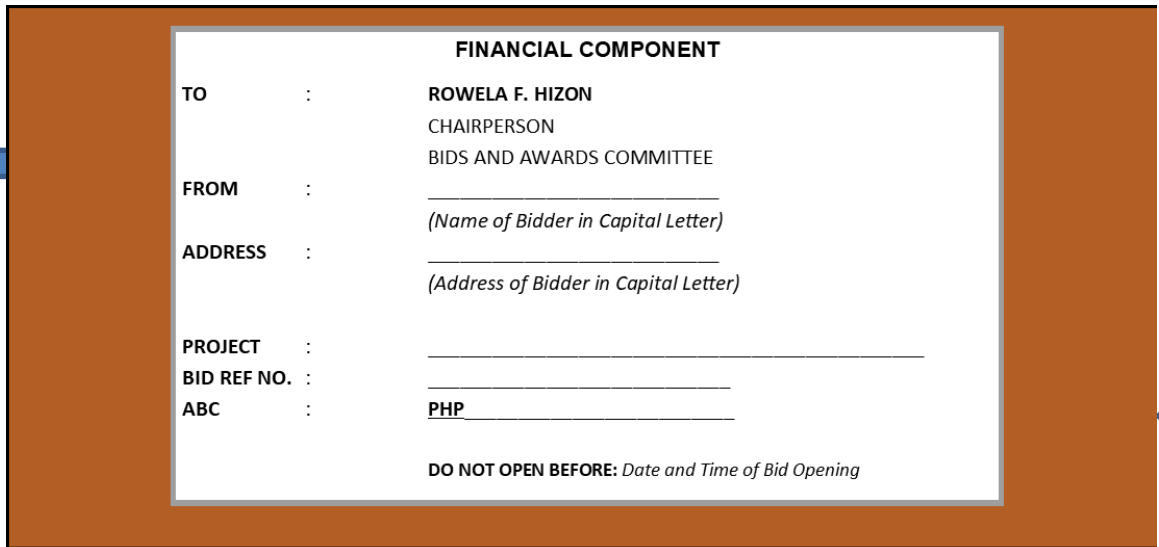
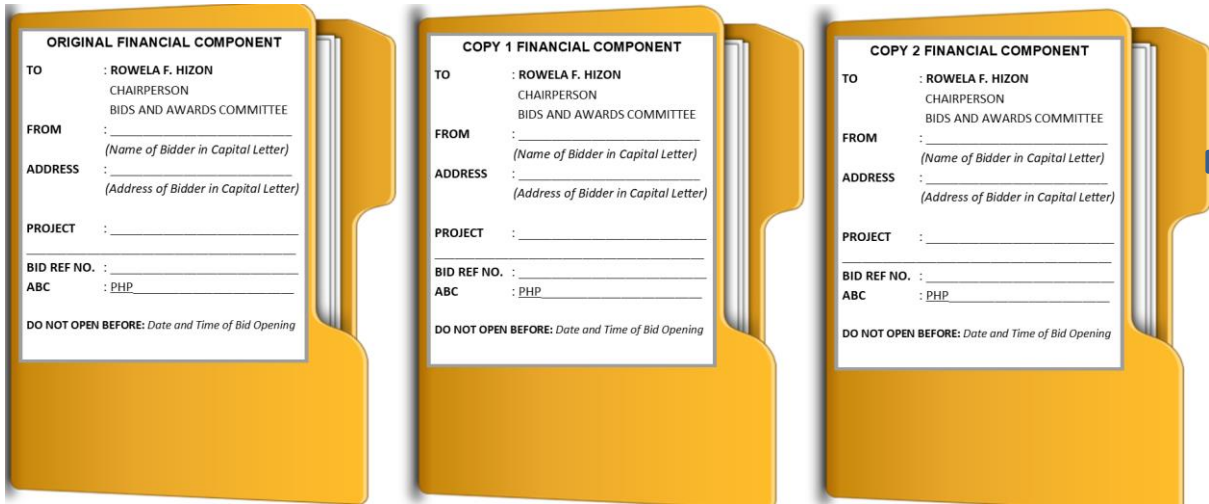
[Jurat]

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

Annex VI-A



Annex VI-B



Annex VI - C

The diagram illustrates the assembly of a bid envelope. It consists of three main parts: a Technical Component Envelope, a Financial Component, and an outer envelope. Blue arrows indicate the assembly sequence: the Financial Component is placed inside the Technical Component Envelope, and both are placed inside the outer envelope.

TECHNICAL COMPONENT ENVELOPE

TO : ROWELA F. HIZON

FROM :

ADDRESS :

PROJECT :

BID REF No. :

ABC :

FINANCIAL COMPONENT

TO : ROWELA F. HIZON
CHAIRPERSON
BIDS AND AWARDS COMMITTEE

FROM : _____
(Name of Bidder in Capital Letter)

ADDRESS : _____
(Address of Bidder in Capital Letter)

PROJECT : _____

BID REF NO. : _____

ABC : PHP

DO NOT OPEN BEFORE: *Date and Time of Bid Opening*

TO : ROWELA F. HIZON
CHAIRPERSON
BIDS AND AWARDS COMMITTEE

FROM : _____
(Name of Bidder in Capital Letter)

ADDRESS : _____
(Address of Bidder in Capital Letter)

PROJECT : _____

BID REF NO. : _____

ABC : PHP

DO NOT OPEN BEFORE: *Date and Time of Bid Opening*

SEALING AND SIGNING:

SEALING AND SIGNING

DO NOT OPEN BEFORE:
(Date and Time of Bid Opening)

SEALING AND SIGNING