### PHILIPPINE BIDDING DOCUMENTS

# SUPPLY AND DELIVERY OF ONE (1) UNIT SPORTS UTILITY VEHICLE AND ONE (1) UNIT PICKUP

(Ref.: G-2023-MV-09)

# **SMALL BUSINESS CORPORATION**

17<sup>TH</sup> and 18<sup>th</sup>Floors 139 Corporate Center 139 Valero St., Salcedo Village Makati City

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# Glossary of Acronyms, Terms, and Abbreviations

ABC -Approved Budget for the Contract.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means "delivered duty paid."

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

EXW - Ex works.

FCA - "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

GFI - Government Financial Institution.

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

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

GOP - Government of the Philippines.

**GPPB** -Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

UN - United Nations.

#### Section I. Invitation to Bid

# Invitation to Bid for Supply and Delivery of One (1) Unit Sports Utility Vehicle and One (1)Unit Pickup (G-2023-MV-09)

- 1. The Small Business Corporation (SBCorp), through the Corporate Operating Budget for 2023, intends to apply the sum of PESOS: FOUR MILLION (P4,000,000.00) being the ABC to payments under the contract for Supply and Delivery of One (1) Unit Sports Utility Vehicle(SUV) and One (1) Unit Pickup with reference No. G-2023-MV-09. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The SBCorp now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days upon receipt of Notice to Proceed. Bidders should have completed within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from SB Corp and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m..
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on August 10 to August 29, 2023 at 8:00 a.m. to 2:00 p.m. from the given addresses and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of P4,000.00. The Procuring Entity shall allow the bidder to present the Official Receipt received from the Cashier of SB Corp as its proof of payment for the fees.
- 6. The SB Corp will hold a Pre-Bid Conference on August 18, 2023 at 10:00a.m. at the Head Office 18/F Conference Room and/or through video conferencing via Zoom

which shall be open to prospective bidders. Meeting link may be requested via email from the BAC Secretariat.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office addresses indicated below *on or before August 30, 2023, 10:00a.m*. Late bids shall not be accepted.

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid opening shall be on August 30, 2023, 10:00 a.m.at the given addresses below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *SB Corp* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

The BAC Secretariat

Julieta S. Calimlim – BAC Secretariat Head – jcalimlim@sbcorp.gov.ph Anthony F. Sampayo, Jr. – BAC Secretariat Member – asampayo@sbcorp.gov.ph Jolina T. Parpan – BAC Secretariat Member Staff – jparpan@sbcorp.gov.ph

Head Office:

Small Business Corporation 17F, 139 Corporate Center, 139 Valero St., Salcedo Village Makati City Telephone No. 53281100 to 10

Regional Offices:

Mindanao Group-Unit 410, 4<sup>th</sup> Floor, Landco Corporate Center, JP Laurel Ave., Bajada, Davao City

Northern Luzon Group-2<sup>nd</sup>Floor, ES Clemente Building, Shanum St. corner Otek St., Lake Drive Burnham Park, Baguio City, Benguet

12. You may visit the following websites:

For downloading of Bidding Documents:

https://sbcorp.gov.ph/transparency-seal/

27 July2023

ROWENA G. BETIA BAC Chairperson

#### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Small Business Corporation (SB Corp) wishes to receive Bids for the Supply and Delivery of One (1) Unit SUV and One (1) Unit Pickup, with identification number G-2023-SUV-09.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot and details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

The funding source is the Corporate Operating Budget for CY 2023.

#### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the

Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. At least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

#### 7. Subcontracts

Subcontracting is NOT ALLOWED.

#### 8. Pre-Bid Conference

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

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019

dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the BDS.

#### b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the BDS.

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **December 30, 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

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

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat. In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

# Section III. Bid Data Sheet

## **Bid Data Sheet**

ITB	
Clause	
5.1	<ol> <li>Bidders should comply with the following additional eligibility requirements:         <ol> <li>Must have at least five (5) years of business operation in the Philippines prior to the scheduled public bidding.</li> <li>Must have service centers in the following areas:                 <ol> <li>Metro Manila – Makati, Manila, Pasig, Muntinlupa, Quezon City, Valenzuela, Marikina;</li> <li>Luzon – Baguio City, Bataan, Pangasinan, Ilocos Norte, Isabela, La Union, Nueva Ecija, Pampanga, Bulacan, Subic, Tuguegarao</li> <li>Mindanao – Davao City, Cagayan De Oro, Dipolog City, General Santos, Iligan, Kidapawan, Zamboanga City, Tagum City, Valencia City</li> </ol> </li> </ol> </li> <li>Must be financially stable, must have a positive income for the last two (2)</li> </ol>
	years, otherwise, submit a committed Line of Credit.
5.3	For this purpose, contracts similar to the Project shall be:  a. Supply and Delivery of Motor Vehicles  b. Completed within three (3) years prior to the deadline for the submission
	and receipt of bids.
7.1	Not Applicable
12	The price of the Goods shall be quoted DDP as stated in the attached TOR or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than Php40,000.00/vehicle[two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than Php100,000.00/vehicle [five percent (5%) of ABC] if bid security is in Surety Bond.
15	Bidders are requested to submit two (2) hard copies of the first and second components of their Bid with their corresponding label i.e. original copy and copy

	1 and should be placed in their respective envelopes which have their own label.
19.3	No further instruction
20.2	a. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)  b. Certificate of Authorized Distributorship/Dealership or its equivalent
21.2	No further instruction

# Section IV. General Conditions of Contract

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later thanthe 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 VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

**Special Conditions of Contract** 

	Special Conditions of Contract
GCC	
Clause	
1	Delivery and Documents –
	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:
	"The delivery terms applicable to this Contract are delivered to Mindanao Group Regional Office located at Landco Corporate Center, J.P. Rizal Ave., Bajada, Davao City for SUV or SB Corporation Head Office 139 Corporate Center, 139 Valero St., Salcedo Village, Makati City as contained in the TOR and Northern Luzon Group located at 2 <sup>nd</sup> Floor ES Clemente Building, Shanum Street, corner Otek Street, Lake Drive Burnham Park, Baguio City for Pickupas indicated in the attached TOR. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Ms. Caroline Macabenta for MG or Mr. Anthony Sampayo, Jr. for H.O. and Mr. Arell Bañez for NLG.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, in any, specified in Section VI Schedule of Requirements:
	<ul><li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. Furnishing of tools required for assembly and/or maintenance of the</li></ul>
	supplied Goods;  c. Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or

repair of the supplied Goods.

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

#### Spare Parts -

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

- 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.

Spare parts or components shall be supplied as promptly as possible, but in any case, within (as specified in the certificate of warranty) months of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as 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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of Supplier
Contract Description
Final Destination
Gross Weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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.

#### Transportation -

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 the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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 cost shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP and 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 as force majeure.

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.

#### Intellectual Property Rights -

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.

# Section VI. Schedule of Requirements

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

Item Number		Descr	iption		Quantity	Total	Delivered, Weeks/Months
1	Supply SUV	and	Delivery	of		Php2,000,000.00	Delivery Period: Thirty (30) Calendar Days from receipt of NTP
2	Supply Pickup	and	Delivery	of	1 Unit	Php2,000,000.00	Delivery Period: Thirty (30) Calendar Days from receipt of NTP
_		_					
		_					
_							

# Section VII. Technical Specifications

Item	Specification	Statement of Compliance
1	A. Sports Utility Vehicle Model: 2023 (Brand New)	[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.]
	Transmission:	
	6-Speed Manual, with power and	
	eco drive modes	
	Engine Type:	
	4 Cylinder, 16 Valve, Dual	
	Overhead Camshaft Variable Nozzle Turbo w/ Intercooler	
	Engine Size: 2.4L	
	Displacement: 2,393cc	
	Fuel Type: Diesel	
	Fuel Capacity: 80 Liters	
	Maximum Output (ps/rpm): 150Ps/3,400rpm	
	Maximum Torque (Nm/Rpm): 400Nm/1,600-2,000rpm	
	Drivetrain: Rear Wheel Drive	
	Suspension:	
	- Front – Double Wishbone	4
	- Rear – Multi-Link	
1	Brake System:	
	- Front - Ventilated Discs	
-	- Rear – Ventilated Discs	
	Steering System: - Variable Flow Control Power	
- 1	Steering;	
	- Manual tilt and telescopic	1
	steering column;	
	- 3 Spoke Urethane steering	
}	wheel with MID, audio,	
	phone and voice command	
-	switches.	
	Tires & Wheels:	

265/65/R17 tires, 17" Alloy	
Wheel	
Wheelbase: 2,745mm	
Payload Capacity: 595Kg.	
Driver/Passenger Seats:	
7 passengers including driver;	
fabric seat material; 6-way	
manual adjust for driver; 4-way	
manual adjust for passenger seats	
No. of Doors: 5 Doors	
Front Headlamp: Bi-Beam LED	
Daytime Running Lamp: LED	
Power Features:	
- windows (with one-touch up	
and down for driver + jam	
protect window);	
- door lock (electronic, keyless	
entry, and with speed sensing	
_	
door locks); and	
- outside view mirror (w/ power	
fold)	
Entertainment System:	
7" Display Audio with Apple	
Carplay, Android Auto, Smart	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with	
Carplay, Android Auto, Smart	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System:	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2-	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features:	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag - Anti-Lock Braking System with Electronic Brake Force	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag - Anti-Lock Braking System with Electronic Brake Force Distribution and Brake	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag - Anti-Lock Braking System with Electronic Brake Force Distribution and Brake Assist	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag - Anti-Lock Braking System with Electronic Brake Force Distribution and Brake Assist - Vehicle Stability Control	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag - Anti-Lock Braking System with Electronic Brake Force Distribution and Brake Assist	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag - Anti-Lock Braking System with Electronic Brake Force Distribution and Brake Assist - Vehicle Stability Control	
Carplay, Android Auto, Smart Device Link, AM/FM/BT with USB Input, 6 Speakers  Antenna: Fin Type Air Conditioning System: Manual Control Instrument Cluster Display: 4.2- inch TFT Multi-Information Display Accessory Power Outlet: 3 x 12V Safety & Security Features: - Driver (with Knee) and front passenger SRS Airbag - Anti-Lock Braking System with Electronic Brake Force Distribution and Brake Assist - Vehicle Stability Control with Traction Control	

	- Immobilizer + horn	
	- Reverse Camera	
	- Clearance Sonar – 4	
	- Back Sensor – 2	
	Seat belts: Driver's seat,	
	front and second row	
	passengers' seat	
	Additional requirements in	
	compliance with Philippine	
	Green Public Procurement.	
	• The supplier shall ensure that	
[	the vehicle meets the EURO	
	IV Standard.	
ĺ	1 V Statistics.	
	• The supplier shall provide a	
	guarantee for the vehicle for a	
	period of at least 3 years or	
	100,000 km, whichever	
!	comes first.	
	• The supplier shall	
	demonstrate guarantee the	
	availability of parts for the	
	specific vehicle model for at	
	least 7 years from the time	
	production of the particular model ceases.	
	moder ceases.	
	B. Pickup	
	Model: 2023 (Brand New)	
_	Transmission:	
	6-Speed Manual, with power and	
	eco drive modes	
	Engine Type:	
	4 Cylinder, 16 Valve, Dual	
	Overhead Camshaft Variable	
	Nozzle Turbo w/ Intercooler	
	Engine Size: 2.4L	
	Displacement: 2,393cc	
	Fuel Type: Diesel	
	Fuel Capacity: 80 Liters	
-	Maximum Output (ps/rpm):	
	150Ps/3,400rpm	
İ	Maximum Torque (Nm/Rpm):	
	400Nm/1,600-2,000rpm	
	Drivetrain: Rear Wheel Drive	
	Suspension:	

- Front - Double Wishbone	
- Rear - Rigid Axle Lea	f
Spring	
Brake System:	
- Front - Ventilated Discs	
- Rear - Drum Type	
Steering System:	
- Variable Flow Control Powe	
Steering;	
- Manual tilt and telescopic	
steering column;	
- 3 Spoke leather steering	
wheel with MID, audio	
[	
phone and voice command	
switches.	
Tires & Wheels:	
265/65/R17 tires, 17" Alloy Wheel	
Wheelbase: 3,085mm	
Payload Capacity: 835Kg.	
Driver/Passenger Seats:	
5 passengers including driver	
fabric seat material; 6-way	1
manual adjust for driver;	
No. of Doors: 4 Doors	
Front Headlamp: Multi-Reflector	
Halogen	
Fog Lamps: LED	
Power Features:	
- windows (with one-touch up	
and down for driver + jam	
protection);	
- door lock (keyless entry, and	
with speed sensing door locks);	
and	
- outside view mirror (w/ power	
fold)	
Entertainment System:	
8" Display Audio with Apple	
Carplay, Android Auto,	
AM/FM/BT with USB Input, 6	
Speakers	
Antenna: Pole Type	
Air Conditioning System: Dual	
Zone Automatic Climate Control	
Instrument Cluster Display: 4.2-	

	inch TFT Multi-Information Display	i
	Accessory Power Outlet: 2 x 12V	
	Safety & Security Features:	
_	Driver (with Knee) and front	
1	passenger SRS Airbag	
_	Anti-Lock Braking System with	
	Electronic Brake Force	
	Distribution and Brake Assist	
	Vehicle Stability Control	
	Active Traction Control	
	Hill Start Assist Control	
	Trailer Sway Control	
	Emergency Brake Signal	
	ISOFIX	
	Alarm with Immobilizer	
	Back Monitor	
	Back Sensor – 2x	
	Seat belts: Driver's seat, front	
_	and second row passengers' seat	
	Rear Combination Lamp: Bulb	
	type	
	Tailgate: with tailgate assist	
	Bedliner: with bedliner	
	Trunk Bed Cover: Flat rolling	
	Additional requirements in	
	compliance with Philippine	
	Green Public Procurement.	
	• The supplier shall ensure that	
	the vehicle meets the EURO	
	IV Standard.	1
	- The security shall are in	
	• The supplier shall provide a	
	guarantee for the vehicle for a	
	period of at least 3 years or 100,000 km, whichever	
	comes first.	
	Comes mst.	
	The supplier shall demonstrate	
	guarantee the availability of parts	
	for the specific vehicle model for	
	at least 7 years from the time	
	production of the particular	
	model ceases.	

# Section VIII. Checklist of Technical and Financial Documents

#### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; **Technical Documents** 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 Statement of the bidder's Single Largest Completed Contract (SLCC) □ (c) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and Original copy of Bid Security. If in the form of a Surety Bond, submit also a □ (d) certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include □ (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, $\sqcap$ (f) 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 The prospective bidder's computation of Net Financial Contracting □ (g) Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint (h) venture is already in existence or duly notarized statements from all the

the provisions of the JVA in the instance that the bid is successful.

potential joint venture partners stating that they will enter into and abide by

II.	FIN	ANC	IAL COMPONENT ENVELOPE
		(i)	Original of duly signed and accomplished Financial Bid Form; and
		<b>(j)</b>	Original of duly signed and accomplished Price Schedule(s).
	Oth	er do	cumentary requirements under RA No. 9184 (as applicable)
		(k)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in
		(1)	government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# Section IX. Forms

#### **Bid Form for the Procurement of Services**

[shall be submitted with the Bid]

#### **BID FORM**

Date:		
-------	--	--

Project Identification NO:

To: Small Business Corporation 17F-19F 139 Corporate Center 139 Valero St., Salcedo Village Makati Citv

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

#### If our Bid is accepted, we undertake:

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

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

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

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

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

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

-2023-MV-09	
age 2 of 2 pages	
ame:	
egal capacity:	
gnature:	
uly authorized to sign the Bid for and behalf of:	
ate:	

**BID FORM** 

#### **Bid Securing Declaration Form**

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

REPUBLIC OF THE P		
CITY OF	S.S.	
מ	BID SECURING DECLA roject Identification No.:	RATION
	Toject Identification No	// <sub>2</sub>
To: Small Business Cor	poration	

17F-19F 139 Corporate Center 139 Valero St., Salcedo Village Makati City

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:
  - Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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

#### Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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:
- [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,	Ι	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]

# Section X. Terms of Reference

#### **TERMS OF REFERENCE**

#### I. NAME OF PROJECT

Supply and delivery of one (1) unit Sports Utility Vehicle for Mindanao Group and one (1) unit Pick-up for Northern Luzon Group

#### II. PURPOSE

The above-mentioned vehicles will be used for the transport of personnel(including officers), equipment, supplies, products and materials by the two (2) regional offices – Mindanao Group (Davao City) and Northern Luzon Group (Baguio City)

#### III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is Four Million Pesos (P4,000,000.00) inclusive of VAT and other applicable government taxes, broken down as follows:

- 1. Sports Utility Vehicle (Mindanao Group) P 2,000,000.00
- 2. Pick-up (Northern Luzon Group) P 2,000,000.00

#### IV. TECHNICAL SPECIFICATIONS

Particulars	Sports Utility Vehicle	Pick-Up		
Model	2023 (Brand New)	2023 (Brand New)		
Transmission	6-Speed Manual, with power and ecc drive modes	6-Speed Manual Transmission wit power and eco drive modes		
Engine Type	4 Cylinder, 16 Valve, Dual Overhead Camshaft Variable Nozzle Turbo w/ Intercooler	4 Cylinder, 16 Valve, Dual Overhead Camshaft Variable Nozzle Turbo w/ Intercooler		
Engine Size	2.4L	2.4L		
Displacement	2,393cc	2,393cc		
Fuel Type	Diesel	Diesel		
Fuel Capacity	80 Liters	80 Liters		
MaximumOutput (ps/rpm)	150Ps/3,400rpm	150Ps/3,400rpm		
Maximum Torque (Nm/Rpm):	400Nm/1,600-2,000rpm	400Nm/1,600-2,000rpm		
Drivetrain	Rear Wheel Drive	Rear Wheel Drive		
Suspension:	Front – Double Wishbone Rear – Multi-Link	Front - Double Wishbone Rear - Rigid Axle Leaf Spring		
Brake System:	Front - Ventilated Discs Rear – Ventilated Disc	Front - Ventilated Discs Rear – Drum Type		
Steering System:	Variable Flow Control	Variable Flow Control		

Particulars	Sports Utility Vehicle	Diek He		
r ai ticulars	Power Steering;	Pick-Up Power Steering;		
	Manual tilt and telescopic	Manual tilt and telescopic		
	steering column;	steering column;		
	3 Spoke Urethane steering	3 Spoke Leather Steering		
	wheel with MID, audio,	Wheel with MID, audio,		
	phone and voice command	phone and voice command		
	switches.	switches		
Tires & Wheels	265/65/R17 tires, 17" Alloy Wheel	265/65/R17 tires, 17" Alloy Wheels		
Wheelbase	2,745mm	3,085 mm		
Payload Capacity	595Kg.	835Kg		
Driver/Passenger Seats	7 passengers including driver;	5 passengers including driver;		
	fabric seat material; 6-waymanual adjust for driver; 4-	fabric seat material;		
	way manual adjust for passenger	6-waymanual adjust for driver;		
	seats			
No. of Doors	5 Doors	4 Doors		
Front Headlamp	Bi-Beam LED	Multi-Reflector Halogen		
Fog Lamps	12(1	LED		
Daytime Running Lamp	LED			
Power Features	windows (with one-touch up	<ul> <li>windows (with one-touch up</li> </ul>		
	and down for driver + jam	and down for driver + jam		
	protect window);	protection);		
	door lock (electronic,	door lock (keyless entry,		
	keyless entry, and with speed sensing door locks);	and with speed sensing		
	and	door locks); and  outside view mirror (w/		
	outside view mirror (w/	power fold)		
	power fold)	power rold)		
	power 1014)			
Entertainment System	7" Display Audio with Apple	8" Display Audio with Apple		
	Carplay, Android Auto, Smart	Carplay, Android Auto, AM/FM/BT		
	Device Link, AM/FM/BT with USB	with USB Input, 6 Speakers		
	Input, 6 Speakers			
Antonna		B . T		
Antenna Air Conditioning System	Fin Type  Manual Control	Pole Type		
All Collaborning System	Manual Control	Dual Zone Automatic Climate Control		
Instrument Cluster	4.2-inch TFT Multi-Information	4.2-inch TFT Multi-Information		
Display	Display	Display		
Accessory Power Outlet	3 x 12V	2 x 12V		
Safety & Security	Driver (with Knee) and front	Driver (with Knee) and front		
Features:	passenger SRS Airbag	passenger SRS Airbag		
	Anti-Lock Braking System	Anti-Lock Braking System		
	with Electronic Brake Force	with Electronic Brake Force		
	Distribution and Brake	Distribution and Brake		
	Assist	Assist		
	Vehicle Stability Control	Vehicle Stability Control		
	with Traction Control	Active Traction Control		
	Hill Start Assist Control  Tabilar Cases Control	Hill Start Assist Control		
	Trailer Sway Control	Trailer Sway Control		

Particulars	Sports Utility Vehicle	Pick-Up		
	<ul> <li>ISOFIX</li> <li>Immobilizer + horn</li> <li>Reverse Camera</li> <li>Clearance Sonar – 4</li> <li>Back Sensor – 2</li> <li>Seat belts: Driver's seat, front and second row passengers' seat</li> </ul>	<ul> <li>Emergency Brake Signal</li> <li>ISOFIX</li> <li>Alarm with Immobilizer</li> <li>Back Monitor</li> <li>Back Sensor – 2x</li> <li>Seat belts: Driver's seat, front and second row passengers' seat</li> </ul>		
Rear Combination Lamp	=	Bulb Type		
Tailgate		With Tailgate Assist		
Bedliner	5.	With Bedliner		
Trunk Bed Cover	-	Flat Rolling		
Color (in order of	1) Silver	1) White		
priority)	2) White	2) Dark Grey		
	3) Gray	3) Black		

#### V. DELIVERY AND INSPECTION

 Vehicles must be delivered by the winning bidder(s)within thirty (30) calendar days upon receipt of Notice to Proceed (NTP)to the following locations:

#### a. SUV

- Mindanao Group Regional Office located atLandco Corporate Center, JP Laurel Ave., Bajada, Davao City or
- SB Corp Head Office located at 139 Corporate Center, 139 Valero St., Salcedo Village, Makati City;

**Note:** If the winning bidder opted to deliver the SUV to SB Corp's Head Office, it shall facilitate the shipping of the said vehicle from Manila port to Davao City port after the inspection and shall shoulder all the corresponding expenses thereof.

#### b. Pick-up

- Northern Luzon Group Regional Office located at ES Clemente Building, Shanum St. corner Otek St., Lake Drive Burnham Park, Baguio City, Benguet
- 2. Upon delivery of the vehicles to the designated locations listed above, the actual inspection of the vehicles will be conducted by SB Corp together with winning bidder. The SB Corp has the right to reject or return the unit(s) and cancel the corresponding Notice of Award and Contract/Purchase Order (PO) if units delivered are found to be defective, incomplete or non-compliant with the specifications or other requirements stated herein or in the bidding documents.

#### VI. LIQUIDATED DAMAGES

SB Corp. shall impose a penalty of 1/10 of 1% of the total value of undelivered vehicle for each day of delay as liquidated damages after the prescribed number of days to deliver the units has expired.

#### VII. AFTER SALES REQUIREMENTS

- 1. Warranty at least 3 years or 100,000 kilometer whichever comes first
- 2. LTO Registration: at least three (3) years

#### VIII. BIDDERS QUALIFICATIONS

- 1. Must have at least five (5) years of business operation in the Philippines prior to the scheduled public bidding.
- 2. Must have service centers in the following areas:
  - a. Metro Manila Makati, Manila, Pasig, Muntinlupa, Quezon City,
     Valenzuela,
     Marikina;
  - b. Luzon Baguio City, Bataan, Pangasinan, Ilocos Norte, Isabela, La Union, Nueva Ecija, Pampanga, Bulacan, Subic, Tuguegarao
  - c. Mindanao Davao City, Cagayan De Oro, Dipolog City, General Santos, Iligan, Kidapawan, Zamboanga City, Tagum City, Valencia City
- 3. Must be financially stable, must have a positive income for the last two (2) years, otherwise, submit a committed Line of Credit.

**Note**: Other eligibility requirements for bidders required by RA 9184 will be indicated in the bidding documents to be issued by BAC.

