

PHILIPPINE BIDDING DOCUMENTS

**Supply and Delivery of
Three (3) Units Brand New
and Branded Motor Vehicles
(CEZA_PG_11-01-2022)**

Government of the Republic of the Philippines

CAGAYAN ECONOMIC ZONE AUTHORITY

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF THREE (3) UNITS BRAND NEW AND BRANDED MOTOR VEHICLES (CEZA_PG_11-01-2022)

1. The **Cagayan Economic Zone Authority (CEZA)**, through the **Corporate Operating Budget CY 2022** intends to apply the sum of **Six Million Six Hundred Seven Thousand Six Hundred Pesos Only (₱ 6,607,600.00)** being the ABC to payments under the contract for the **Supply and Delivery of Three (3) Units Brand New and Branded Motor Vehicles**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **CEZA** now invites bids for the above Procurement Project. Delivery of the Goods is required by **30 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.

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 **CEZA** and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 23, 2022** from the given address 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 **Ten Thousand Pesos Only (₱ 10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees that shall be presented in person, by facsimile, or through electronic means.
6. The **CEZA** will hold a Pre-Bid Conference on **December 1, 2022, 10:00 AM at 10th Floor Greenfield Tower, Mayflower and Williams Sts., Highway Hills, Mandaluyong City, Metro Manila and through video conferencing via Zoom (link will be available before the Pre-Bid conference at <https://www.ceza.gov.ph>)**, which shall be open to prospective bidders.



10th floor Greenfield Tower, Mayflower corner Williams Streets,
Greenfield District, Mandaluyong City, Metro Manila, Philippines 1550
Tel. (+632)8291-6704 to 08
Email: info@ceza.gov.ph Website: www.ceza.gov.ph
Cagayan Offices: Centro, Santa Ana, Cagayan 3514 - Tel. (+6378) 395-4832 / 4828
Regional Government Center, Carig Sur,
Tuguegarao City, Cagayan 3500 - Tel. (+6378) 395-4844 / 4080





7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **5:00 PM of December 13, 2022**. 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 **December 14, 2022, 10:00 AM** at the given address below **and through video conferencing via Zoom (link will be available before the Bid Opening conference at <https://www.ceza.gov.ph>)**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **CEZA** 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

CEZA Mandaluyong Office
10th Floor, Greenfield Tower, Mayflower St. and Williams Sts.,
Greenfield District, Brgy. Highway Hills, Mandaluyong City
Tel Nos. (+632) 8291-6704 to 08 Loc. 341 or 491
bacsecretariat@ceza.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

***<https://www.philgeps.gov.ph>; and
<https://ceza.gov.ph/bids-and-awards>***

November 22, 2022

(Sgd.) DHART E. CARPIO
BAC Chairperson



10th floor Greenfield Tower, Mayflower corner Williams Streets,
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Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **CEZA** wishes to receive Bids for the **Supply and Delivery of Three (3) units Brand New and Branded Motor Vehicles**, with identification number CEZA_PG_11-01-2022.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot three (3) units motor vehicles, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022** in the amount of **Six Million Six Hundred Seven Thousand Six Hundred Pesos Only (₱ 6,607,600.00)**.

2.2. The source of funding is:

Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to 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

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

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 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

Philippine 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 **April 12, 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 (1) original** and **two (2) copies** 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 may be. 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.

Provided that the bid offer in each item indicated in the lot shall not exceed the cost of each item indicated therein as per authority of the Department of Budget and Management (DBM).

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause																							
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> 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	Subcontracting is not allowed																						
12	The price of the Goods shall be quoted DDP Mandaluyong City, Metro Manila, Philippines 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: <ul style="list-style-type: none"> a. The amount of not less than One Hundred Thirty-two Thousand One Hundred Fifty-two Pesos Only (₱ 132,152.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Three Hundred Thirty Thousand Three Hundred Eighty Pesos Only (₱ 330,380.00), if bid security is in Surety Bond. 																						
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19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item No.</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Unit Of Measure</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td style="text-align: center;">lot</td> <td> 1-unit SUV 4WD @ ₱ 2,800,000.00 Inclusive of 3-year LTO registration (government plate), 1-year GSIS Insurance Policy and VAT </td> <td rowspan="3" style="text-align: center; vertical-align: top;">₱ 6,607,600.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td> 1-unit MPV @ ₱ 1,850,000.00 Inclusive of 3-year LTO registration (government plate), 1-year GSIS Insurance Policy and VAT </td> </tr> <tr> <td></td> <td></td> <td></td> <td> 1-unit Passenger Van @ ₱ 1,957,600.00 Inclusive of 3-year LTO registration (government </td> </tr> </tbody> </table>					Item No.	Quantity	Unit Of Measure	Particulars	ABC	1	1	lot	1-unit SUV 4WD @ ₱ 2,800,000.00 Inclusive of 3-year LTO registration (government plate), 1-year GSIS Insurance Policy and VAT	₱ 6,607,600.00				1-unit MPV @ ₱ 1,850,000.00 Inclusive of 3-year LTO registration (government plate), 1-year GSIS Insurance Policy and VAT				1-unit Passenger Van @ ₱ 1,957,600.00 Inclusive of 3-year LTO registration (government
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				plate), 1-year GSIS Insurance Policy and VAT	
19.4	Provided that the bid offer in each item indicated in the lot shall not exceed the cost of each item indicated therein as per authority of the Department of Budget and Management (DBM).				
20.2	No additional requirements				
21.2	No additional requirements				

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>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>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered Mandaluyong City, Metro Manila, Philippines. In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Felix Laudhemir A. Feria, Logistics Management Officer II.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> 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. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>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	<p>Partial Payment is not allowed. Payment shall be within 30 days from the completion of delivery</p>
4	<p>The inspections and tests, as necessary and applicable, will be conducted by the BAC-Technical Working Group (TWG), Inspection Committee, and/or End User at Greenfield Tower, Mayflower and Williams Sts., Highway Hills, Mandaluyong City.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Sports Utility Vehicle (SUV)	1	1	Within thirty (30) calendar days from receipt of Notice to Proceed
	Multi-Purpose Vehicle (MPV)	1	1	
	Passenger Van	1	1	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

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

		<i>the applicable laws and issuances.]</i>																
1	<table border="1"> <tr> <td colspan="2">1. 1-unit Sports Utility Vehicle (SUV) @ ₱2,800,000.00</td> </tr> <tr> <td>Particulars</td> <td>Description</td> </tr> <tr> <td>Model</td> <td>Brand New, branded and latest available</td> </tr> <tr> <td>Engine and Transmission</td> <td> <ul style="list-style-type: none"> • Displacement: 2,700 – 2,800 cc • No. of cylinders: 4 • No. of valves: 16 • Camshaft configuration: DOHC • Drivetrain: Four-wheel Drive (4WD) • Turbocharger: Manufacturer’s standard with intercooler • Fuel type: Diesel • Tank capacity: at least 80 L • Transmission: 6-Speed A/T </td> </tr> <tr> <td>Interior</td> <td> <ul style="list-style-type: none"> • Seating capacity: 7 passengers including driver • Seating arrangement: 2:3:2 • Seat: Leather or better </td> </tr> <tr> <td>Exterior</td> <td> <ul style="list-style-type: none"> • Body Color: White • No of Doors: 5 • Headlamps: LED • DRL: LED • Fog Lamps: LED </td> </tr> <tr> <td>Tires, Wheels and Suspension</td> <td> <ul style="list-style-type: none"> • Wheel: 18” alloy • Tires: Manufacturer’s standard for the required wheel size • Suspension: Independent with monotube shock absorber </td> </tr> <tr> <td>Safety and Security Features</td> <td> <ul style="list-style-type: none"> • Brakes: Disk with antilock and emergency brakes • Windshield wipers: front and rear • SRS Airbags: at least a Driver and Front Passenger Airbags • Seatbelts: 7 • Security System: Immobilizer and alarm • Sensors: Clearance sonar, back sonar and reverse camera </td> </tr> </table>	1. 1-unit Sports Utility Vehicle (SUV) @ ₱2,800,000.00		Particulars	Description	Model	Brand New, branded and latest available	Engine and Transmission	<ul style="list-style-type: none"> • Displacement: 2,700 – 2,800 cc • No. of cylinders: 4 • No. of valves: 16 • Camshaft configuration: DOHC • Drivetrain: Four-wheel Drive (4WD) • Turbocharger: Manufacturer’s standard with intercooler • Fuel type: Diesel • Tank capacity: at least 80 L • Transmission: 6-Speed A/T 	Interior	<ul style="list-style-type: none"> • Seating capacity: 7 passengers including driver • Seating arrangement: 2:3:2 • Seat: Leather or better 	Exterior	<ul style="list-style-type: none"> • Body Color: White • No of Doors: 5 • Headlamps: LED • DRL: LED • Fog Lamps: LED 	Tires, Wheels and Suspension	<ul style="list-style-type: none"> • Wheel: 18” alloy • Tires: Manufacturer’s standard for the required wheel size • Suspension: Independent with monotube shock absorber 	Safety and Security Features	<ul style="list-style-type: none"> • Brakes: Disk with antilock and emergency brakes • Windshield wipers: front and rear • SRS Airbags: at least a Driver and Front Passenger Airbags • Seatbelts: 7 • Security System: Immobilizer and alarm • Sensors: Clearance sonar, back sonar and reverse camera 	
1. 1-unit Sports Utility Vehicle (SUV) @ ₱2,800,000.00																		
Particulars	Description																	
Model	Brand New, branded and latest available																	
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Interior	<ul style="list-style-type: none"> • Seating capacity: 7 passengers including driver • Seating arrangement: 2:3:2 • Seat: Leather or better 																	
Exterior	<ul style="list-style-type: none"> • Body Color: White • No of Doors: 5 • Headlamps: LED • DRL: LED • Fog Lamps: LED 																	
Tires, Wheels and Suspension	<ul style="list-style-type: none"> • Wheel: 18” alloy • Tires: Manufacturer’s standard for the required wheel size • Suspension: Independent with monotube shock absorber 																	
Safety and Security Features	<ul style="list-style-type: none"> • Brakes: Disk with antilock and emergency brakes • Windshield wipers: front and rear • SRS Airbags: at least a Driver and Front Passenger Airbags • Seatbelts: 7 • Security System: Immobilizer and alarm • Sensors: Clearance sonar, back sonar and reverse camera 																	

Other Features	<ul style="list-style-type: none"> • With Air-conditioning system • With interior lamps • With multi-information and media (A/V) display • With Power Steering • With Power Windows • With Power Door locks • With Cruise Control • With Pre-collision System • With Vehicle Stability Control feature • With Hill Start Assist • With Downhill Assist • With Blind Spot Monitor • With Lane departure Alert • With Rear Cross Traffic Alert • Keyless entry • Push Start Ignition 	
Inclusions	<ul style="list-style-type: none"> • Basic tool kit with complete set of essential tools, spare tire, early warning device, tint and floor matting; • Three (3) years LTO registration (Government Plate); • One (1) year TPL insurance; and • One (1) year GSIS Comprehensive insurance 	
Other Requirements	<ul style="list-style-type: none"> • Availability of spare parts all over the Philippines; • Unit brand/model must have been existing and sold in the Philippine market for at least ten (10) Years; • Dealer/Supplier must have at least one (1) authorized service centers in Metro Manila and at least one (1) service center in Cagayan Province; • AFTER SALES SERVICE – Submission of Certificate of After Sales Service and availability of spare parts within the warranty period with the list of accredited service centers in the 	

	<p>Philippines, indicating the address, telephone, fax numbers and contact persons;</p> <ul style="list-style-type: none"> • MANUALS – Bidder shall provide maintenance manuals in English language; • Original Warranty/Guarantee Certificates shall be issued in the name of the Cagayan Economic Zone Authority (CEZA); • CEZA reserves the right to inspect or tests the commodities and/or materials and accept or reject any or all of the items delivered not in accordance with the specifications. All cost of testing shall be for the account of the supplier; • The winning bidder shall warrant that the goods subject to the Purchase Order is free from latent defects which are not apparent during the inspection and testing periods; and • Unit offered should be presented during the Post-Qualification. 	
<p>2. 1-unit Multi-Purpose Vehicle @ ₱ 1,850,000.00</p>		
<p>Particulars</p>	<p>Description</p>	
<p>Model</p>	<p>Brand New, branded and latest available</p>	
<p>Engine and Transmission</p>	<ul style="list-style-type: none"> • Displacement: 2,700 – 2,800 cc • No. of cylinders: 4 • No. of valves: 16 • Camshaft configuration: DOHC • Turbocharger: Manufacturer’s standard with intercooler • Fuel type: Diesel • Tank capacity: at least 55 L • Transmission: 6-Speed A/T 	

Interior	<ul style="list-style-type: none"> • Seating capacity: 7 passengers including driver • Seating arrangement: 2:2:3 • Seat: Fabric or leatherette
Exterior	<ul style="list-style-type: none"> • Body Color: White • No of Doors: 5 • Headlamps: LED and/or Halogen • DRL: LED • Fog Lamps: LED
Tires, Wheels and Suspension	<ul style="list-style-type: none"> • Wheel: 17" alloy • Tires: Manufacturer's standard for the required wheel size • Suspension: Independent
Safety and Security Features	<ul style="list-style-type: none"> • Brakes: Disk/Drum with antilock and emergency brakes • Windshield wipers: front and rear • SRS Airbags: at least a Driver and Front Passenger Airbags • Seatbelts: 7 • Security System: Immobilizer and alarm • Sensors: Clearance sonar, back sonar and reverse camera
Other Features	<ul style="list-style-type: none"> • With Air-conditioning system • With interior lamps • With multi-information and media (A/V) display • With Power Steering • With Power Windows • With Power Door locks
Inclusions	<ul style="list-style-type: none"> • Basic tool kit with complete set of essential tools, spare tire, early warning device, tint and floor matting; • Three (3) years LTO registration (Government Plate); • One (1) year TPL insurance; and • One (1) year GSIS Comprehensive insurance
Other Requirements	<ul style="list-style-type: none"> • Availability of spare parts all over the Philippines;

	<ul style="list-style-type: none"> • Unit brand/model must have been existing and sold in the Philippine market for at least ten (10) Years; • Dealer/Supplier must have at least one (1) authorized service centers in Metro Manila and at least one (1) service center in Cagayan Province; • AFTER SALES SERVICE – Submission of Certificate of After Sales Service and availability of spare parts within the warranty period with the list of accredited service centers in the Philippines, indicating the address, telephone, fax numbers and contact persons; • MANUALS – Bidder shall provide maintenance manuals in English language; • Original Warranty/Guarantee Certificates shall be issued in the name of the Cagayan Economic Zone Authority (CEZA); • CEZA reserves the right to inspect or tests the commodities and/or materials and accept or reject any or all of the items delivered not in accordance with the specifications. All cost of testing shall be for the account of the supplier; • The winning bidder shall warrant that the goods subject to the Purchase Order is free from latent defects which are not apparent during the inspection and testing periods; and • Unit offered should be presented during the Post-Qualification. 	
	<p>3. 1-unit Passenger Van</p>	

@ P 1,957,600.00	
Particulars	Description
Model	Brand New, branded and latest available
Engine and Transmission	<ul style="list-style-type: none"> • Displacement: 2,700 – 2,800 cc • No. of cylinders: 4 • No. of valves: 16 • Camshaft configuration: DOHC • Turbocharger: Manufacturer's standard with intercooler • Fuel type: Diesel • Tank capacity: at least 70 L • Transmission: 6-Speed M/T
Interior	<ul style="list-style-type: none"> • Seating capacity: 15 passengers including driver • Seating arrangement: 3:4:4:4 • Seat: Fabric
Exterior	<ul style="list-style-type: none"> • Body Color: White • No of Doors: 4 • Headlamps: Halogen or better
Tires, Wheels and Suspension	<ul style="list-style-type: none"> • Wheel: 16" steel or better • Tires: Manufacturer's standard for the required wheel size • Suspension: Any
Safety and Security Features	<ul style="list-style-type: none"> • Brakes: Disk/Drum with antilock and emergency brakes • Windshield wipers: front and rear • SRS Airbags: at least a Driver and Front Passenger Side Airbags • Seatbelts: 15 • Security System: Immobilizer and alarm
Other Features	<ul style="list-style-type: none"> • With Air-conditioning system • With interior lamps • With multi-information and media (A/V) display • With Power Steering • With Power Windows • With Power Door locks
Inclusions	<ul style="list-style-type: none"> • Basic tool kit with complete set of essential tools, spare

		<p>tire, early warning device, tint and floor matting;</p> <ul style="list-style-type: none"> • Three (3) years LTO registration (Government Plate); • One (1) year TPL insurance; and • One (1) year GSIS Comprehensive insurance 	
	<p>Other Requirements</p>	<ul style="list-style-type: none"> • Availability of spare parts all over the Philippines; • Unit brand/model must have been existing and sold in the Philippine market for at least ten (10) Years; • Dealer/Supplier must have at least one (1) authorized service centers in Metro Manila and at least one (1) service center in Cagayan Province; • AFTER SALES SERVICE – Submission of Certificate of After Sales Service and availability of spare parts within the warranty period with the list of accredited service centers in the Philippines, indicating the address, telephone, fax numbers and contact persons; • MANUALS – Bidder shall provide maintenance manuals in English language; • Original Warranty/Guarantee Certificates shall be issued in the name of the Cagayan Economic Zone Authority (CEZA); • CEZA reserves the right to inspect or tests the commodities and/or materials and accept or reject any or all of the items delivered not in accordance with the specifications. All cost of testing shall be for the account of the supplier; 	

	<ul style="list-style-type: none">• The winning bidder shall warrant that the goods subject to the Purchase Order is free from latent defects which are not apparent during the inspection and testing periods; and• Unit offered should be presented during the Post-Qualification.	
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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections

- 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
 - (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 - (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Republic of the Philippines



Government Procurement Policy Board