



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



**PROCUREMENT OF BRAND NEW  
SEVEN (7) NEW PASSENGER  
VANS, TWO (2) PICKUP, TWO (2)  
MULTI-PURPOSE UTILITY  
VEHICLES, ONE (1) SPORTS  
UTILITY VEHICLE AND NINE (9)  
MOTORCYCLES**

**PUBLIC BIDDING NO. 2022-09-460**

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## **Section I. Invitation to Bid**



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



**INVITATION TO BID**

**PROCUREMENT OF BRAND NEW SEVEN (7) PASSENGER VANS, TWO (2) PICKUP, TWO (2) MULTI-PURPOSE UTILITY VEHICLES, ONE (1) SPORTS UTILITY VEHICLE AND NINE (9) MOTORCYCLES**

1. The MARITIME INDUSTRY AUTHORITY, through the 2022 General Appropriations Act (GAA) intends to apply the sum of **Twenty-One Million Pesos (Php 21,000,000.00)** inclusive of VAT and all other applicable government taxes, being the ABC to payments under the contract for **PROCUREMENT OF BRAND NEW SEVEN (7) PASSENGER VANS, TWO (2) PICKUP, TWO (2) MULTI-PURPOSE UTILITY VEHICLES, ONE (1) SPORTS UTILITY VEHICLE AND NINE (9) MOTORCYCLES** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC shall be automatically rejected at bid opening.

ITEM	CLASSIFICATION	QTY	ABC
LOT 1	Passenger Van	7	₱ 12,600,000.00
LOT 2	Pick-up	2	2,800,000.00
LOT 3	Multi-Purpose Vehicle	2	2,800,000.00
LOT 4	Sports Utility Vehicle	1	1,810,000.00
LOT 5	Motorcycle	9	990,000.00
	Total	21	₱ 21,000,000.00

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

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - 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.
  - b. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from MARITIME INDUSTRY AUTHORITY and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM.
5. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at **www.marina.gov.ph**, however, the Bidders shall pay the Bid Documents based on the table below. Proof of payment shall be presented prior to submission of Bids.

<b>Approved Budget for the Contract</b>	<b>Maximum Cost of Bidding Documents (in Philippine Peso)</b>
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

6. The MARITIME INDUSTRY AUTHORITY will hold a Pre-Bid Conference on 13 October 2022 at MARINA Bldg 20th Street Corner Bonifacio Drive Port Area Manila, and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid submission and opening shall be strictly observed based on the schedule below. Bids will be opened in the presence of the Bidders limited to only one representative, who choose to attend at the address below. Late bids shall not be accepted.
9. The Schedule of Bidding Activities shall be as follows:

<b>ACTIVITIES</b>	<b>DATE/TIME</b>	<b>VENUE</b>
1. Posting of Bidding Documents	<b>06 October – 12 October 2022</b>	PhilGEPS and MARINA Website and Premises
2. Sale and Issuance of Bid Documents	<b>06 October to 27 October 2022</b> 9:00 A.M. to 4:00 P.M. except on 27 October 2022 which will be until 11:00 AM	MARINA Central Office, Port Area, Manila
3. Pre-bid Conference	<b>13 October 2022</b> 1:00 P.M.	7th Floor, Hearing Room MARINA Central Office, Port Area, Manila
4. Receipt of requests for interpretation from the bidders	<b>14 October to 16 October 2022</b>	via email : bacsec@marina.gov.ph
5. Issuance / Posting of Supplemental/ Bid Bulletin	<b>19 October to 20 October 2022</b>	PhilGEPS and MARINA website
6. Deadline of Submission and Receipt of Bids	<b>27 October 2022</b> 12:00 P.M.	MARINA Central Office, Port Area, Manila
7. Opening of Bid Documents	<b>27 October 2022</b> 1:00 P.M.	7th Floor, Hearing Room MARINA Central Office, Port Area, Manila

10. The MARITIME INDUSTRY AUTHORITY 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, you can contact the BAC Secretariat c/o Ms. Jannine V. Fajardo at 09166116453 and email address at **bacsec@marina.gov.ph** from 9:00 A.M. to 4:00 P.M., Monday to Friday.
12. You may visit the following websites:

For downloading of Bidding Documents:

[www.marina.gov.ph](http://www.marina.gov.ph)

<https://www.philgeps.gov.ph>

Sgd.

**ARSENIO F. LINGAD II**

Chairperson, Bids and Awards Committee

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, Maritime Industry Authority wishes to receive Bids for the Procurement of brand new (7) New Passenger Vans, Two (2) Pick-up, Two (2) Multi-Purpose Utility Vehicles, One (1) Sports Utility Vehicle and Nine (9) Motorcycles, with Public Bidding No. 2022-09-460.

The Procurement Project (referred to herein as "Project") is composed of 5 lots, 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 CY 2022 in the amount of Twenty-One Million Pesos (**P21,000,000.00**).

2.2. The source of funding is through the authorized appropriations under the CY 2022 General Appropriations Act (RA 11639).

## 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:
  - a. For the procurement of Non-expendable Supplies and Services: 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:

- a. 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, 20th St corner Bonifacio Drive Port Area Manila and/or through videoconferencing/webcasting} 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 five (5) 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.

## 12. Bid Prices

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

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine 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 ninety (90) days from the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

## **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time at its physical address 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

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

The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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																																																	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. referred to the Procurement of brand new (7) New Passenger Vans, Two (2) Pick-up, Two (2) Multi-Purpose Utility Vehicles, One (1) Sports Utility Vehicle and Nine (9) Motorcycles.</p> <p style="margin-left: 40px;">b. completed within the period of five (5) years prior to the deadline for the submission and receipt of bids.</p>																																																
7.1	Subcontracting is not allowed.																																																
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.																																																
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <b>two percent (2%) of ABC</b> (please see table below) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <table border="1" style="width: 100%; margin-left: 80px; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>ITEM</th> <th>CLASSIFICATION</th> <th>ABC</th> <th>Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td>LOT 1</td> <td>Passenger Van</td> <td>P12,600,000.00</td> <td>P252,000.00</td> </tr> <tr> <td>LOT 2</td> <td>Pick-up</td> <td>2,800,000.00</td> <td>56,000.00</td> </tr> <tr> <td>LOT 3</td> <td>Multi-Purpose Vehicle</td> <td>2,800,000.00</td> <td>56,000.00</td> </tr> <tr> <td>LOT 4</td> <td>Sports Utility Vehicle</td> <td>1,810,000.00</td> <td>36,200.00</td> </tr> <tr> <td>LOT 5</td> <td>Motorcycle</td> <td>990,000.00</td> <td>19,800.00</td> </tr> </tbody> </table> <p style="margin-left: 40px;">b. The amount of not less than <b>five percent (5%) of ABC</b> (please see table below) if bid security is in Surety Bond.</p> <table border="1" style="width: 100%; margin-left: 80px; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>ITEM</th> <th>CLASSIFICATION</th> <th>ABC</th> <th>Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td>LOT 1</td> <td>Passenger Van</td> <td>12,600,000.00</td> <td>P630,000.00</td> </tr> <tr> <td>LOT 2</td> <td>Pick-up</td> <td>2,800,000.00</td> <td>140,000.00</td> </tr> <tr> <td>LOT 3</td> <td>Multi-Purpose Vehicle</td> <td>2,800,000.00</td> <td>140,000.00</td> </tr> <tr> <td>LOT 4</td> <td>Sports Utility Vehicle</td> <td>1,810,000.00</td> <td>90,500.00</td> </tr> <tr> <td>LOT 5</td> <td>Motorcycle</td> <td>990,000.00</td> <td>49,500.00</td> </tr> </tbody> </table>	ITEM	CLASSIFICATION	ABC	Amount of Bid Security	LOT 1	Passenger Van	P12,600,000.00	P252,000.00	LOT 2	Pick-up	2,800,000.00	56,000.00	LOT 3	Multi-Purpose Vehicle	2,800,000.00	56,000.00	LOT 4	Sports Utility Vehicle	1,810,000.00	36,200.00	LOT 5	Motorcycle	990,000.00	19,800.00	ITEM	CLASSIFICATION	ABC	Amount of Bid Security	LOT 1	Passenger Van	12,600,000.00	P630,000.00	LOT 2	Pick-up	2,800,000.00	140,000.00	LOT 3	Multi-Purpose Vehicle	2,800,000.00	140,000.00	LOT 4	Sports Utility Vehicle	1,810,000.00	90,500.00	LOT 5	Motorcycle	990,000.00	49,500.00
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19.3	No further instruction.
20.2	<p>Bidder shall submit the following:</p> <ul style="list-style-type: none"> <li>a. Tax Clearance;</li> <li>b. Latest Tax Returns. Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. The latest Income and Business Tax Returns and those within the last six months preceding the date of bid submission;</li> <li>c. Certificate of PhilGeps Registration;</li> <li>d. Other appropriate licenses and permits required by law and stated in the bidding documents; such as Mayor's Permit and SEC Registration; and</li> <li>e. Copy of Certificate of Completion or Certificate of Acceptance of the Single Largest Completed Contract (SLCC) and completed contracts</li> </ul>



## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided

by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause																								
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><b>Terms of Delivery</b></p> <p>1. Delivery of the above items shall be within thirty (30) calendar days upon receipt of Notice to Proceed (NTP) and to be delivered to the MARINA Central and Regional Offices at the addresses below, as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">MARINA CO</td> <td style="text-align: center;">1 unit  1 unit</td> <td style="text-align: center;">Passenger Van MPV</td> <td style="text-align: center;">MARINA Building – 20<sup>th</sup> Street cr. Bonifacio Drive 1018 Port Area, Manila</td> </tr> <tr> <td style="text-align: center;">2.</td> <td style="text-align: center;">MRO-IV A</td> <td style="text-align: center;">1 unit</td> <td style="text-align: center;">Passenger Van</td> <td style="text-align: center;">Caedo Commercial Center Calicanto Batangas City</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">5 units</td> <td style="text-align: center;">Motorcycles</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td style="text-align: center;">MRO-V</td> <td style="text-align: center;">1 unit</td> <td style="text-align: center;">Passenger Van</td> <td style="text-align: center;">2F RDC Primeland Inc. Building B3 L6 Landco Business Park Capantawan Legazpi City</td> </tr> </tbody> </table>				1.	MARINA CO	1 unit  1 unit	Passenger Van MPV	MARINA Building – 20 <sup>th</sup> Street cr. Bonifacio Drive 1018 Port Area, Manila	2.	MRO-IV A	1 unit	Passenger Van	Caedo Commercial Center Calicanto Batangas City			5 units	Motorcycles		3.	MRO-V	1 unit	Passenger Van	2F RDC Primeland Inc. Building B3 L6 Landco Business Park Capantawan Legazpi City
1.	MARINA CO	1 unit  1 unit	Passenger Van MPV	MARINA Building – 20 <sup>th</sup> Street cr. Bonifacio Drive 1018 Port Area, Manila																				
2.	MRO-IV A	1 unit	Passenger Van	Caedo Commercial Center Calicanto Batangas City																				
		5 units	Motorcycles																					
3.	MRO-V	1 unit	Passenger Van	2F RDC Primeland Inc. Building B3 L6 Landco Business Park Capantawan Legazpi City																				

		1 unit	Motorcycle	
4.	MRO VI	1 unit	Motorcycle	MRO VI Bldg, Dela Rama St. Iloilo City
5.	MRO VII	1 unit	Motorcycle	Dona Modesta Gaisano St. Sudlon Lahug 6000 Cebu City
6.	MRO VIII	1 unit	MPV	2F Uytinkoc Senator Enage St. Tacloban City
7.	MRO IX	1 unit	Passenger Van	2F &3F A Macrohon Building Campaner St. Zamboanga City
8.	MRO X	1 unit 1 unit	SUV Pick-up	2F SEJO Lim Building Gemelina St. Cagayan De Oro City
		1 unit	Motorcycle	
9.	MRO XI	1 unit	Passenger Van	Davao Ching Printers Inc. Bldg. Lakandula Davao City
10	MRO XII	1 unit	Passenger Van	Door A17-A19, ECA Bldg., National Highway, General Santos City
11.	MRO XIII	1 unit 1 unit	Passenger Van Pick-up	Port Area, Surigao City
		21 units		

2. Deliveries should be made within office hours and on regular working days on or before the stipulated date in the contract unless otherwise specified for a valid reason why the same cannot be complied with.

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of start-up of the supplied Goods;

	<ul style="list-style-type: none"> <li>b. furnishing of tools required for maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul>
	<ul style="list-style-type: none"> <li>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.</li> </ul> <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><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p><b>Packaging –</b></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>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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></p>



	<p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p><b>Inspection, Testing and Acceptance</b></p> <p>The delivered motor vehicles and motorcycles shall be subjected to visual and functional inspection and testing, acceptance and parameters such as, but not limited to:</p> <ul style="list-style-type: none"> <li>● Quantity per item and accessories, if applicable</li> <li>● compliance to specification (offered vs. delivered)</li> <li>● functionality such as but not limited to: <ul style="list-style-type: none"> <li>a. Engine will start-up</li> <li>b. Air-conditioning system is working system, if applicable</li> <li>c. Doors and windows mechanisms are functional.</li> </ul> </li> <li>● Drive test</li> </ul>

## ***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.

<b>Lot Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Passenger Van	7 units		Within 30 calendar days upon receipt of Notice to Proceed
2	Pick-up	2 units		Within 30 calendar days upon receipt of Notice to Proceed
3	Multi-Purpose Vehicle	2 units		Within 30 calendar days upon receipt of Notice to Proceed
4	Sports Utility Vehicle	1 unit		Within 30 calendar days upon receipt of Notice to Proceed
5	Motorcycle	9 units		Within 30 calendar days upon receipt of Notice to Proceed

## ***Section VII. Technical Specifications***

# Technical Specifications

## Technical Specifications

Listed below are the minimum standard specifications for each of the brand-new motor vehicles;

A.	LOT 1	QTY	SPECIFICATIONS	
		7 Units	Passenger Van– Brand New	
			Color	To be advised by the end-user
			Model	Latest available brand new-model;
			Transmission	6-speed Manual
			Seating capacity	10 seaters
			Engine type	4 cylinder
			Engine Displacement	2500 cc for gasoline or 3000 cc for diesel; or AFV
			Fuel type	Diesel
			Emission Standard	EURO 4 compliant
			Safety features	SRS Airbags for Driver and Front Passenger; Side door impact beams Anti-Lock Breaking System (ABS) Brakes: Ventilated Discs and Drum
			Tires and Wheels	All Alloy Wheels Wheel size: 215/7
			Air-conditioning System	Manual controls and Rear Vents
			Audio system	With Display Audio capable of connectivity via AUX/USB/BT, T-link (for Apple and Android) and with at least 4 speakers
			Inclusions	<ul style="list-style-type: none"> <li>• Three (3) years LTO registration;</li> <li>• One-year TPL insurance;</li> <li>• One-year Comprehensive Insurance;</li> </ul>

			<ul style="list-style-type: none"> <li>● Free Labor on Preventive Maintenance service within the first 5,000 kilometer check up as the minimum/change oil;</li> <li>● Rust proofing/undercoating</li> <li>● Other free accessories; <ul style="list-style-type: none"> <li>● Complete Set of Tools, Jack and Operations and Maintenance Manual;</li> <li>● New spare tire, early warning device, 3m tint and matting, seat cover;</li> <li>● Mag wheels;</li> </ul> </li> </ul>
		Other Requirements	<ol style="list-style-type: none"> <li>1. Availability of spare parts all over the Philippines;</li> <li>2. Dealer/Supplier must have at least ten (10) authorized service centers in Metro-Manila and at least one (1) service center per region.</li> <li>3. 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 address, telephone, fax numbers and contact persons;</li> <li>4. Original Warranty/Guarantee Certificates shall be issued in the name of MARINA;</li> </ol>

			5. Unit offered should be presented during the Post-Qualifications;
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B.	LOT 2	QTY	SPECIFICATIONS	
		2 Units	<b>Pick up– Brand New</b>	
		Color	To be advised by the end-user	
		Model	Latest available brand new-model;	
		Transmission	6-speed Automatic	
		Seating capacity	10 seaters	
		Engine type	4 cylinder	
		Engine Displacement	2500 cc for gasoline or 3000 cc for diesel; or AFV	
		Fuel type	Diesel	
		Emission Standard	EURO 4 compliant	
		Safety features	<ul style="list-style-type: none"> <li>● SRS Airbags for Driver and Front Passenger;</li> <li>● Side door impact beams</li> <li>● Anti-Lock Breaking System (ABS)</li> <li>● Brakes: Ventilated Discs and Drum</li> <li>● Power steering;</li> </ul>	
		Tires and Wheels	<ul style="list-style-type: none"> <li>● All Alloy Wheels</li> <li>● Wheel size: 265/65</li> </ul>	
		Air-conditioning System	Manual controls and Rear Vents	
		Audio System		
		Inclusions	<ul style="list-style-type: none"> <li>● Three (3) years LTO registration;</li> <li>● One-year TPL insurance;</li> <li>● One-year Comprehensive Insurance;</li> <li>● Free Labor on Preventive Maintenance service within the first 5,000 kilometer</li> </ul>	

			<p>check up as the minimum/ change oil;</p> <ul style="list-style-type: none"> <li>● Rust proofing/undercoating</li> <li>● Other accessories;</li> <li>○ Complete Set of Tools, Jack and Operations and Maintenance Manual;</li> <li>○ New spare tire, early warning device, 3m tint and matting, seat cover;</li> </ul>
		Other requirements	<ol style="list-style-type: none"> <li>1. Availability of spare parts all over the Philippines;</li> <li>2. Dealer/Supplier must have at least ten (10) authorized service centers in Metro-Manila and at least one (1) service center per region.</li> <li>3. 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 address, telephone, fax numbers and contact persons;</li> <li>4. Original Warranty/Guarantee Certificates shall be issued in the name of MARINA;</li> <li>5. Unit offered should be presented during the Post-Qualifications;</li> </ol>



C.	LOT 3	QTY	SPECIFICATIONS	
		2 Units	Multi-purpose Vehicle (MPV) – Brand New	
			Color	To be advised by the end-user
			Model	Latest available brand new-model;
			Transmission	6-speed Automatic
			Seating capacity	7 seaters
			Engine type	4 cylinder
			Engine Displacement	1800 cc for gasoline or 2800 cc for diesel; or AFV
			Fuel type	Diesel
			Emission Standard	EURO compliant
			Safety features	<ul style="list-style-type: none"> <li>● SRS Airbags for Driver and Front Passenger;</li> <li>● Side door impact beams</li> <li>● Anti-Lock Breaking System (ABS)</li> <li>● Brakes: Ventilated Discs and Drum</li> <li>● Power steering;</li> </ul>
			Tires and Wheels	<ul style="list-style-type: none"> <li>● All Alloy Wheels</li> <li>● Wheel size: 17" 215/55</li> </ul>
			Air-conditioning System	Manual controls and Rear Vents
			Audio System	
			Warranty	With three (3) years warranty or 100,000 kilometers whichever comes first, on both parts and services
			Inclusions	<ul style="list-style-type: none"> <li>● Three (3) years LTO registration;</li> <li>● One-year TPL insurance;</li> <li>● One-year Comprehensive Insurance;</li> <li>● Free Labor on Preventive Maintenance service within the first 5,000 kilometer</li> </ul>

			<p>check up as the minimum/change oil;</p> <ul style="list-style-type: none"> <li>● Rust proofing/undercoating</li> <li>● Other free accessories;</li> <li>● Complete Set of Tools, Jack and Operations and Maintenance Manual;</li> <li>● New spare tire, early warning device, 3m tint and matting, seat cover;</li> </ul>
		Other requirements	<ol style="list-style-type: none"> <li>1. Availability of spare parts all over the Philippines;</li> <li>2. Dealer/Supplier must have at least ten (10) authorized service centers in Metro-Manila and at least one (1) service center per region.</li> <li>3. 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 address, telephone, fax numbers and contact persons;</li> </ol>

		QTY	SPECIFICATIONS	
C.	LOT 4	1 Unit	<b>Sports Utility Vehicle (SUV) – Brand New</b>	
			Color	To be advised by the end-user
			Model	Latest available brand new-model;
			Transmission	6-speed Automatic
			Seating	5 seaters

		capacity	
		Engine type	4 cylinder
		Engine Displacement	2700 cc for gasoline or 3000 cc for diesel; or AFV
		Fuel type	Diesel
		Emission Standard	EURO compliant
		Safety features	<ul style="list-style-type: none"> <li>● SRS Airbags for Driver and Front Passenger;</li> <li>● Side door impact beams</li> <li>● Anti-Lock Breaking System (ABS)</li> <li>● Brakes: Ventilated Discs and Drum</li> <li>● All Power (windows, door locks/power steering) <ul style="list-style-type: none"> <li>▪ Security Alarm equipped</li> <li>▪ Reverse Sensor</li> </ul> </li> </ul>
		Tires and Wheels	<ul style="list-style-type: none"> <li>● All Alloy Wheels</li> <li>● Wheel size: 18"</li> </ul>
		Air-conditioning System	Manual controls and Rear Vents
		Audio System	
		Warranty	With three (3) years warranty or 100,000 kilometers whichever comes first, on both parts and services
		Inclusions	<ul style="list-style-type: none"> <li>● Three (3) years LTO registration;</li> <li>● One-year TPL insurance;</li> <li>● One-year Comprehensive Insurance;</li> <li>● Free Labor on Preventive Maintenance service within the first 5,000 kilometer check up as the minimum/change oil;</li> <li>● Rust proofing/undercoating</li> <li>● Other free accessories;</li> <li>● Complete Set of Tools, Jack</li> </ul>

			<p>and Operations and Maintenance Manual;</p> <ul style="list-style-type: none"> <li>• New spare tire, early warning device, 3m tint and matting, seat cover;</li> </ul>	
			<ul style="list-style-type: none"> <li>• Availability of spare parts all over the Philippines;</li> <li>• Dealer/Supplier must have at least ten (10) authorized service centers in Metro-Manila and at least one (1) service center per region.</li> <li>• 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 address, telephone, fax numbers and contact persons;</li> <li>• Original Warranty/Guarantee Certificates shall be issued in the name of MARINA;</li> </ul>	
		<b>QTY</b>	<b>SPECIFICATIONS</b>	
<b>D.</b>	<b>LOT 5</b>	<b>9 Units</b>	<b>Motorcycles – Brand New</b>	
			Color	To be advised by the end-user
			Category	Scooter
			Transmission	CVT
			Average weight	Dry Weight: Not less than 106.0 kg.(233.7 lbs.)
			Seating capacity	2 seaters
			Engine type	Liquid cooled

		Engine Displacement	between 125 to 200 cc. 2700 cc for gasoline or 3000 cc for diesel; or AFV
		Fuel type	Gasoline
		Fuel and Ignition	<ul style="list-style-type: none"> <li>● Start option: electric</li> <li>● Fuel supply system: Fuel Injection</li> </ul>
		Tire	Tubeless radial
		Gear and transmission	Gear box: Variable speed
		Inclusions	<ul style="list-style-type: none"> <li>● LTO Registration</li> <li>● Motorcycle insurance</li> <li>● At least 18 months Warranty</li> <li>● Other Accessories <ul style="list-style-type: none"> <li>○ Standard protective motorcycle helmet (RA 10054)</li> </ul> </li> </ul> <p>Compliant with the specification prescribed by DTI and which bear the Philippine Standard mark or Import Commodity Clearance (ICC) of the Bureau of Product Standards (BPS)</p> <ul style="list-style-type: none"> <li>○ Full face visor helmet (MMDA requirement against covid 19)</li> <li>○ Dual visor system</li> <li>○ Removable and washable liner</li> <li>○ Active flow three stage ventilation system</li> <li>○ Quick release visor</li> <li>○ Raincoat (Rainsuit)</li> <li>○ Pants and Jacket</li> <li>○ Waterproof</li> <li>○ 100% Polyester</li> <li>○ Sizes available (small to 3XL)</li> </ul>

			o Alloy top box
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***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;  
**and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents



- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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**

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

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

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

# Sample Forms

Annex "A"

## COMPANY LETTERHEAD

### Statement of ongoing government and private contracts

PROCUREMENT OF OF BRAND NEW SEVEN (7) NEW PASSENGER VANS, TWO (2) PICKUP, TWO (2) MULTI-PURPOSE UTILITY VEHICLES, ONE (1) SPORTS UTILITY VEHICLE AND NINE (9) MOTORCYCLES

Statement of all its ongoing government and or private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

Name of client	Name of Contract	Date and status of contract	Kinds of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

### CERTIFIED CORRECT:

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**COMPANY LETTERHEAD**

**Statement of Single Largest Completed Contract (SLCC)**

**PROCUREMENT OF OF BRAND NEW SEVEN (7) NEW PASSENGER VANS, TWO (2) PICKUP, TWO (2) MULTI-PURPOSE UTILITY VEHICLES, ONE (1) SPORTS UTILITY VEHICLE AND NINE (9) MOTORCYCLES**

Statement of Single (1) Largest Completed Contract of Similar nature within the last three (3) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Contract Memorandum of Agreement; and Certificate of End-user’s Acceptance (EUA) or Official Receipt (OR)/ Collection Receipt covering the full amount of contract (copies attached)

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

PROCUREMENT OF OF BRAND NEW SEVEN (7) NEW PASSENGER VANS, TWO (2) PICKUP, TWO (2) MULTI-PURPOSE UTILITY VEHICLES, ONE (1) SPORTS UTILITY VEHICLE AND NINE (9) MOTORCYCLES

**Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is \_\_\_\_\_(P) which is at least equal to the ABC to be bid. The amount is computed as follows: (Please show computation of NFCC)

**NFCC = [(CA-CL) (15)] – C**

Where:

CA = Current Assets

CL = Current Liabilities

C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

**NOTE:**

**The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.**

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

Annex "D"

**PROCUREMENT OF OF BRAND NEW SEVEN (7) NEW PASSENGER VANS, TWO (2) PICKUP, TWO (2) MULTI-PURPOSE UTILITY VEHICLES, ONE (1) SPORTS UTILITY VEHICLE AND NINE (9) MOTORCYCLES**

**Joint Venture Agreement\***

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

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

-and-

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

-and-

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

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

WITNESSETH That:

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

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

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

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\*if applicable

our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

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

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

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

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

Bidder's Representative/Authorized Signatory

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

Philippines.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_

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

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REPUBLIC OF THE  
PHILIPPINES) CITY  
OF

\_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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



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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

**Omnibus Sworn Statement (Revised)**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ )  
S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or**

**controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person

or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

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

Company Letterhead

BID FORM

Date :

Project Ref. No. : \_\_\_\_\_

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

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.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

Name and address	Amount	Purpose of	of agent	Currency	Commission or gratuity
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(if none, state "None") ]

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

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.

Name:

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Legal capacity:

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Signature:

---

Duly authorized to sign the Bid for and behalf of:

---

Date: \_\_\_\_\_

Company Letterhead  
Financial Bid Form

Description	Quantity	ABC	TOTAL BID PRICE (Inclusive of VAT)
<b>PROCUREMENT OF OF            BRAND NEW SEVEN (7) NEW            PASSENGER VANS, TWO (2)            PICKUP, TWO (2)            MULTI-PURPOSE UTILITY            VEHICLES, ONE (1) SPORTS            UTILITY VEHICLE AND NINE            (9) MOTORCYCLES</b>	<b>(indicate            no.            of lots and            particular            lot you are            bidding            for)</b>	<b>Indicate the ABC            of the lot you            are bidding for)</b>	
<b>Total Bid Price Inclusive of            VAT in Words</b>			

\_\_\_\_\_  
*[signature over printed name]*

\_\_\_\_\_  
*[in the capacity of]*

