PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE

Fort Andres Bonifacio, Metro Manila

Procurement of General Purpose Vehicle (GPV) Pick-Up

ORD PABAC2 024-09-23

Description	Qty (unit)	ABC (Pesos)
General Purpose Vehicle (GPV) Pick-Up	110	253,000,000.00

Bidding Date: 16 October 2023

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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

Procurement of General Purpose Vehicle (Pick-Up) Bid Ref. No. ORD PABAC2 024-09-23

1. The Philippine Army, through its Appropriation based on the **General Appropriations Act, Fiscal Year 2022 (GAA FY 2022) - RA 11639 i**n the quantity and amount as indicated below:

Advice of Sub-Allotment (ASA) Number 2200-2022-0094 from GAA FY 2022 (RA11639) - Capital Outlay Expense dated 28 January 2022 amounting to *TWO HUNDRED FIFTY-THREE MILLION PESOS (PhP253,000,000.00)* to payment for the procurement of 110 units of **General Purpose Vehicle (Pick-Up)** under Bid Ref. No. **ORD PABAC2 024-09-23**. Bids received more than the ABC shall be automatically rejected at bid opening.

Description	Qty (units)	ABC (Pesos)
General Purpose Vehicle (Pick-up)	110	253,000,000.00

2. PABAC now invites Bids from eligible **Authorized Distributor/Dealer** with a minimum of 5 years relationship to the manufacturer as distributor at the time of bid opening; **Local or Foreign Manufacturers** for the above Procurement Project (hereafter referred to as GOODS). Foreign manufacturers must be represented by a duly registered Philippine-based company. Required delivery period and delivery place shall be as follows:

Delivery Period	Delivery Place	QTY (units)
Thirty (30) Calendar Days upon receipt of Notice to Proceed	Supply Battalion, 1LSG, Army Support Command, PA, Camp Aquino, Tarlac City	110

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) 9184, otherwise known as the "Government Procurement Reform Act". All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Awards of Contract shall be governed by R.A. 9184 and its 2016 Revised IRR.

Bidding is open to all interested bidders, whether **local or foreign**, subject to the conditions for eligibility provided in the IRR of RA 9184.

4. Prospective Bidders may obtain further information from the PABAC Secretariat and inspect the Bidding Documents at the address given below during 8:00am – 4:00pm on weekdays only.

The Invitation to Bid and Bidding Documents may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and PABAC website. Interested bidders may inspect the Bidding Documents upon presentation of proper identification during office hours (8:00 am - 4:00 pm) on weekdays only.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **26 September 2023 (Tue)** from the given address and website(s) 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 <u>P50,000.00</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

- **6.** The Philippine Army will hold a Pre-Bid Conference on <u>03 October 2023</u>, **01:30PM** via Video Conference (Zoom), which shall be open to prospective bidders.
- **7.** Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before <u>16 October 2023</u>, **01:30PM**. 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 <u>16 October 2023</u>, **01:30PM** via Video Conference (Zoom). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- **10.** For Pre-Bid Conference and Bid Opening

In line with the precautionary health measures being adopted by the Philippine Army, prospective bidders interested to join the Pre-Bid Conference and Bid Opening via video conference (Zoom) may send request for Zoom Link and Password to the pabacsec2 @gmail.com.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

Bidding Document may also be downloaded free of charge from the website of the PhilGEPS and the Army website. However, only those who have paid the cost of Bidding Documents at least one (1) day before the submission of their bids will be allowed to bid.

- **11.** The *Philippine Army* 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.
- **12.** For further information, please refer to:

Office of the PA Bids and Awards Committee 2

Fort Andres Bonifacio, Metro Manila

BGEN ALVIN V FLORES PA PABAC2 Chairperson Contact Nr. +63945-705-0675 or

email address at pabacsec2 @gmail.com

The complete set of Bidding Documents may be acquired/purchased by interested Bidders during office hours (8:00 am - 4:00 pm) at the Finance Center, Philippine Army Office on weekdays only – but not later than 4:00 pm upon payment of non-refundable fee as indicated above, pursuant to the latest Guidelines issued by the GPPB.

It may also be downloaded free of charge from the website of the PhilGEPS and PSBAC website, PROVIDED that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

13. You may also visit websites

For downloading of Bidding Documents: (philgeps.gov.ph and army.mil.ph)

ALVIN / FLORES
Brigadier General, PA
Chairperson

SECTION II. INSTRUCTION TO BIDDERS

1. Scope of Bid

- 1.1 The Procuring Entity, Philippine Army wishes to receive Bids for the Supply and Delivery of General Purpose Vehicle (Pick-up), under Bid Reference No. ORD PABAC2 024-09-23
- 1.2 The Procurement Project (referred to herein as "Project") is composed of 110 units General Purpose Vehicle (Pick-up), the details of which are described in Section VII (Technical Specifications).

2. Funding Source

- 2.1 The GOP through the source of funding as indicated below for **FY 2022** in the amount of **TWO HUNDRED FIFTY-THREE MILLION PESOS** (PhP253,000,000.00).
- 2.2 The source of funding is the General Appropriations Act Fiscal Year 2022 (GAA FY 2022) RA 11639 (Capital Outlay)

3. Bidding Requirements

- a. 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.
- b. 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.
- c. 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

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

Foreign ownership limited to those allowed under the rules may participate in this Project.

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 at least;

- 1. For the procurement of Non-expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 2. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of (a) will likely result to failure of bidding that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
 - a. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies of the ABC for this Project; and
 - b. The largest of these similar contracts must be equivalent to **at least** half of the percentage of the ABC as required above

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

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 via Video Conference (Zoom) as indicated in paragraph 8 and 11 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

- a. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- b. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
- c. 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

- a. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- b. 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.
- c. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- d. 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

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:
 - 1. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);

2. 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:

- 1. 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.
- 2. ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

- a. 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.
- b. 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 for One Hundred Twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid. The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification. If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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 11 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

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 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be

at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

of "fou	For this purpose, contracts similar to the Project shall be Supply and/or Delivery of "four wheeled vehicles" completed within the last five (5) years prior to the deadline for the submission and receipt of bids.				
No port	No portion of the project or contract shall be subcontracted.				
There is a tie in bid offers when the bidders offered the same financial bid price and all have the post qualification and are considered as Lowest Calculated and Responsive Bids (LCRB).					
To break the tie, a tie between two (2) bidders shall be decided through a Toss Coin; while a tie among three (3) or more bidders shall be decided through Draw Lots.					
Internat	ce of the Goods shall be quoted Delivered Duty Paid (DDP) or the applicable ional Commercial Terms (INCOTERMS) for this Project to the designated place.				
	security shall be in the form of a Bid Securing Declaration, or any of the g forms and amounts:				
	valent to at least 2% of the ABC, if bid security is in cash, 's/manager's check, bank draft/guarantee or irrevocable letter of credit; or				
b. Equi	b. Equivalent to at least 5% of the ABC, if bid security is in Surety Bond.				
The bid	der shall submit the following:				
-Techni	cal Component Envelop- 1 original and 2 copies				
- Financial Component Envelop - 1 original and 2 copies					
Within a non-extendible period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Lowest/Single Calculated Bid (L/SCB), the bidder shall submit and/or present original of the following additional documents:					
TAB	DOCUMENTS				
A	Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives				
В	Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located				
С	Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved				
	by the Bureau of Internal Revenue (BIR) Latest Audited Financial Statements showing, among others, the				
D	prospective bidder's total and current assets and liabilities stamped "received" if manually filed or "attachment of system generated Transaction Reference Number and email to the system user" if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission; Provided that original copies of the digitally submitted documents will be presented upon request				
	of "fou deadlin" No port There is all have Responded to breat while a series of the bid following a. Equivocashier b. Equivocashier b. Equivocashier b. The bid following a series of the North of the N				

E Latest income and business tax returns within the last six (6) more preceding the date of bid submission, manually filed Tax Returns of and paid through the BIR Electronic Filing and Payment System (eF	r filed PS)	
	racts:	
Supporting documents for all on-going government and private contract. a. Notice of Award; or b. Notice to Proceed; or c. Contract; or d. Purchase Order or its equivalent issued by the end-user; and e. Notice of Extension/Suspension if the project is overdue.	idoto.	
 Supporting documents for Single Largest Completed Contract (SLCC) a. Notice or Award or Notice to Proceed or Contract or Purchase or its equivalent issued by the supplier; and b. End-User's Acceptance, Official Receipt (duplicate or triplicate or Sales Invoice with Collection Receipt (duplicate or triplicate or and c. Certificate of Performance Evaluation 	Order copy)	
H Certificate of Notarial Commission or Appointment of the Lawyer notarized the submitted documents	r who	
·	Certificate of Distributorship issued by the Manufacturer in favor of the Dealer/Distributor, showing at least 5 years relationship between the former and the latter	
J List of Service Centers owned by/affiliated to the Bidder in L Visayas and Mindanao with available technical personnel, incl contact details		
Colored Bidder's Brochure or Literature of the item to be bid, w specifications.		
Certificate from the manufacturer indicating the availability of a parts within the 15 years effective after Acceptance of the offered of		
Companies, Production Capability)	Company Profile (Organization to include names of Key Officials, Affiliated	
N Vicinity map/location of the business		
Certificate from Armed Forces of the Philippines Procurement So (AFPPS) that the Bidder is Not Blacklisted and has No Overdue Deli		

Note 1: In case of Joint Venture, both partners must present/submit above documents.

Note 2: Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the 2016 Revised IRR of RA 9184.

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 {[Include if Framework Agreement will be used:] or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- a. 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.
- b. 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	OF EGIAL GONDITIONS OF GONTINAGE				
Clause					
1	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:				
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered at the designated delivery place. In accordance with INCOTERMS."				
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered at the designated delivery place. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."				
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).				
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is: PA TIAC, APAO, OG10.				
	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 on-site assembly and/or start-up of the supplied Goods; 				
	 furnishing of tools required for assembly and/or maintenance of the supplied Goods; 				
	 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; 				
	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; and				
	f. delivery of 3 years LTO Registration, 1 year Comprehensive Insurance, and Registration Plate for all supplied Goods.				
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.				
	Spare Parts –				
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:				

- such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:

b.1 advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

b.2 following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **fifteen (15) years** for date of final acceptance.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) week of placing the order.

Packaging -

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.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged

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

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. 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.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for Delivered at Place (DAP) 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 respective delivery places.

Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

Terms of Payment -

Documentary requirements for payment are as follows:

Payment shall be made by check for Local supplier/manufacturer or through Letter of Credit in case of foreign supplier/manufacturer.

In case payment shall be made by L/C, the PROCURING ENTITY shall open the irrevocable L/C in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:

- a. **Mode of Transmission**: Full cable telex/S.W.I.F.T;
- b. Advising and/or Confirmation: L/C may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;
- c. Payee Bank: The L/C draft (if any) shall be drawn on the confirming bank;
- d. **Beneficiary**: [Insert name and address of Supplier with Point of Contact;
- e. Currency and Amount of L/C: L/C shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of L/C shall be released upon completion of all the required documents enumerated in SCC Clause 2.2(g) of the bidding documents and the 5% shall be released upon expiration of the warranty period provided in SCC clause 5 of the bidding documents;
- f. Expiration Date: One Hundred Eighty (180) calendar days from issue date of the L/C:
- g. Payment Scheme Documentary Requirements: Payment will be "One Time Payment" and shall be made to the Supplier at the time of the final acceptance of the GOODS by the PROCURING ENTITY made in accordance with Section

2.2

- VI. Schedule of Requirements, and the submission or presentation of the following documents:
- 1. Supplier's invoice showing GOODS' description, quantity, unit price, and total amount;
- 2. Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";
- 3. Original Supplier's factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable);
- 4. Manufacturer's and/or Supplier's warranty certificate; Original Manufacturers/Product Warranty/Guaranty Certificate/s issued in the name of the Philippine Army minimum of one (1) year from the date of final acceptance (full replacement for defective items); <u>Warranty should</u> indicate the Engine and Chassis Nr of the goods;
- 5. Certificate of Origin (for imported GOODS);
- 6. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;
- 7. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC); and
- 8. Original Manufacturers Certificate re: Date of Manufacture of the product should be not **more than one (1) year** from the date of delivery (brand new/freshly manufactured);
- h. <u>Description of Goods:</u> As stated in the Technical Specifications with additional requirements as indicated in SECTION VI Schedule of Requirements.
- i. <u>Delivery Period:</u> Complete Delivery within **Thirty (30) calendar days** from receipt of the NTP:
- j. **Shipment:** One-time shipment; transshipment is acceptable. Negotiability: The L/C shall be irrevocable;
- k. <u>Liquidated Damages</u>: Liquidated damages shall be imposed in accordance with Section 68 of Republic Act (RA) Nr 9184 and its Revised Implementing Rules and Regulations, and SCC Clause 6.
- I. Other Instructions:
- 1. The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any, of the L/C, and other bank charges shall be for the account of the supplier;
 - 2. The L/C must be in English: and
 - 3. No boycott or restrictive language.

Inspection and Test

1. POST-QUALIFICATION

The Lowest Calculated Bidder shall under-go post-qualification to determine whether the bidder complies with and is responsive to all the requirements and conditions as specified in the Bidding Documents. The examination involves documents validation, plant/office visit, and inspection of sample goods. It shall be conducted by the Procuring Entity's representative, as designated by the PABAC 2. Expenses incurred related hereto particularly travel, and board and lodging expenses shall be borne by the Procuring Entity.

2. PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST:

The Manufacturer/Distributor/Dealer shall ensure that the PA Inspection Team will be allowed to participate in the conduct of the testing procedures.

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All incidental and related expenses relative to inspection shall be for the account of the Manufacturer/Authorized Distributor based on AFP Log Ltr Dir Nr 2020-04, GHQ, AFP dated 21 October 2020.

Supplier shall **ISSUE the required written invitations** to the PA Inspection Team through PAPC, AFPPS relative to the PDI. Failure to provide invitation that may result in delays in release of required travel orders for the inspection team, may subject the supplier to applicable sanctions including liquidated damages due to late delivery.

Supplier shall conduct pre-departure briefing to orient the members of the PA Inspection Team prior to departure date or conduct of test.

FOR LOCAL MANUFACTURER/DISTRIBUTOR:

Pre-delivery inspection of the items to be conducted by Philippine Army Inspection Team at the Manufacturer/Authorized Distributor local facilities.

FOR FOREIGN MANUFACTURER:

- a. All Items shall be subjected to pre-shipment / pre-delivery inspection and test (PDI) by the PA PDI Team. The PDI shall be conducted no later than sixty (60) days prior to the expiry of the required delivery period. No extension of delivery period shall be allowed in case of failure or refusal of supplier to comply with said PDI period.
- b. In no case shall the Supplier be relieved from responsibility relative to the delivery of the goods in the event that the PDI is delayed for any reason including issues related to travel documents (i.e visas, travel authority), except for circumstances beyond the control of the Supplier. Appropriate penalties for delay shall be imposed as applicable.
- c. The Inspection Team that may attend the pre-shipment/pre-delivery test at the country of origin at supplier's expenses shall be composed of at least five (5) members.
- d. Supplier shall ensure that a full time/on-board interpreter is available for non-English speaking country of manufacturer/plant site. Travel documents including insurance must be submitted to the inspection team during the pre-departure briefing.

SPECIFICATIONS:

DESCRIPTION

TECHNICAL
SPECIFICATIONS

TEST AND
ACCEPTANCE
PROCEDURE

General Purpose Vehicle
(GPV) Pick-Up

Annex I

Annex I

Goods to be supplied must come from one (1) source and manufacturer only. Date of Manufacture of Item: Goods manufacturing date should not be more than one (1) year from the date of delivery (brand new/freshly manufactured);

2. ACCEPTANCE TESTS:

In the event that Pre-delivery Inspection and Acceptance that cannot be conducted for any reason, Acceptance Tests will be conducted in the Philippines in accordance with the Test and Acceptance Procedures of the PA as herein provided.

The Supplier shall be responsible for coordinating with the appropriate testing facility in the Philippines for the conduct of said tests. All costs for the testing including the sample will be for the account of the Supplier; **OR**

An alternative PDI shall be done based on the Directive published by Philippine Army on the conduct of the Alternative PDI.

3. FINAL INSPECTION AND ACCEPTANCE:

Will be at the Delivery Site. Completeness and appropriateness of the delivered goods shall be inspected by the Procuring Entity's representative at the delivery site at the soonest time possible. After completion of the inspection, the inspection team shall furnish the following reports:

- 1. Final Inspection and Acceptance Report by the TIAC;
- 2. OG10 Inspection Report;
- 3. SAO/APAO Acceptance Report;

Note 1:

- The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of the GOODS.

 NO partial deliveries are allowed. Only Complete deliveries will be accepted Note 2:

- Deliveries made for "safekeeping" purposes are NOT ALLOWED.

4. NON-ACCEPTANCE OF ITEMS:

Replacement of Defective Items Noted During Pre-Delivery Inspection: Any defects noted during pre-delivery inspection shall be corrected prior to shipment of the Goods. Otherwise, goods will not be accepted.

Replacement of Defective Items upon Delivery and Testing of Items: Any defects noted during delivery shall be corrected within the remaining days of delivery period of the Goods.

In case items are rejected, PA-TIAC shall issue Certificate of Non- Acceptance on the cause of non-compliant item.

In case of rejection, the Goods shall be secured and shall remain under the custody of the PA until re-exported (if imported) at the expense of the supplier to include storage charges, subject to the applicable laws in the Philippines.

Warranty

The warranty shall be covered by, at the Supplier's option, either retention money in an amount to at least **five percent (5%)** of the Contract Price, or a special bank guarantee equivalent to at least **five percent (5%)** of the Contract Price in favor of the Armed Forces of the Philippines.

The bidder shall issue a Warranty Certificate for the period of one (1) year from the date of final acceptance by the Procuring Entity.

The Obligation for the warranty shall only be released after the lapse of the warranty period.

The period for correction of defects in the warranty period is within Thirty (30) calendar days (maximum) after receipt of Notice of Defects

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SECTION VI. SCHEDULE OF REQUIREMENTS

Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

ITEM NR	DESCRIPTION	QTY (units)	DEL	IVERY PERIOD	DELIVERY PLACE	
1	General Purpose Vehicle (Pick-up) (assorted color)	110	Thirty (30) Calendar Days upon receipt of NTP		T Army Support Command	
2	- 3 yrs LTO Registration - 1 yr Comprehensive Insurance	Shall be delivered to PA prior to payment			Philippine Army Procurement Center,	
3	Registration Plate	110	F	Il be delivered to PA prior to the ease of retention money	AFPPS Fort Bonifacio, Taguig Metro, Manila	
	INSURANCE				HICH COMES LATER	
	Basic Warranty (Maintenance) Perforation from Corrosion Warranty Roadside Assistance (battery, gas)		TIME IN YEARS		VEHICLE MILES	
4				3-Year	100,000-Mile or 160,934.4 kms	
			ranty	6-Year	100,000-Mile or 160,934.4 kms	
			7-Year	75,000-Mile or 120,700.8 kms		

	Name of Company
Represe	ntative Signature Over Printed Name

I hereby certify to comply and deliver all the above requirements.

SECTION VII. TECHNICAL SPECIFICATIONS

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS and TEST AND ACCEPTANCE PROCEDURES

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. 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-reference to that evidence. Evidence shall be in the form of manufacturer's unamended 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

TO THE BIDDER: Indicate "COMPLY" if Bidder's Statement of Compliance meets the Project Requirements. DO NOT LEAVE ANY BLANK. A "YES" OR "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.		Bidder's Statement of Compliance				
	Description	Description Technical Specifications Test and Acceptance Procedure				
1	General Purpose Vehicle (GPV) Pick-Up	PA SPECS NR: MV-95-07-21	PA TAP MV-95-07-21			
2	Warranty/ies of th	Warranty/ies of the Contract				
3	Manufacturing Date: General Purpose Vehicle (GPV) Pick-up manufacturing is not more than one (1) year from the date of delivery (Brand New)					
4	We have no overdue deliveries or unperformed services intended for Philippine Army (PA) and other gov't and non gov't agencies.					
5	During delivery, the Supplier shall be responsible in unloading the tems from the container to the designated warehouse of the PA. All costs related to porter services, handling and other related expenses shall be borne by the Supplier. In the absence of materials handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.					

SECTION VIII: CHECKLIST OF REQUIREMENTS

1.	TECHNICAL COMPONENT ENVELOPE
TAB	
	Class "A" Documents
	LEGAL DOCUMENTS
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the Revised IRR of RA 9184 dated 03 July 2023 and GPPB Resolution 15-21 dated 14 October 2021.
	TECHNICAL DOCUMENTS
B	Statement of all Ongoing Government and Private Contracts (SOGPC), including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
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 period provided in the Bidding Documents
D \square	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; TECHNICAL REQUIREMENTS
E	 a. Duly Complied Section VII. Technical Specifications; b. Duly Complied Section VI. Schedule of Requirements; c. Manufacturer's Brochure and Specifications that will conform to the Philippine Army Requirement; d. Warranty Certificate;
F	Original duly signed Omnibus Sworn Statement (OSS); (Annex 8)
	Proof of Authority of the designated representative/s for purposes of the bidding; and
	For Local Bidder:
	 a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; or
G	b. Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.
	For Foreign Bidder:
	a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign bidder) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative.

	b. Duly Notarized authorization of the Philippine Based Company's representative (e.g., Secretary's Certificate for Corporation, Special Power of Attorney for Sole Proprietor).
	In case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representatives for purposes of this bidding.
	The above proofs of authority must state the scope of authority of its authorized representative, must bear a specimen signature of the authorized representative, and must contain contact details of the representative, such as address, email address and telephone/mobile number.
	FINANCIAL DOCUMENTS
	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC)
H	A committed Line of Credit that must be at least equal to ten percent (10%) of the ABC of the project issued from a Universal or Commercial Bank in lieu of its NFCC computation. The amount of the committed Line of Credit MUST BE MACHINE VALIDATED.
	CLASS "B" DOCUMENT: (For Joint Venture)
	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.
	or If Joint Venture is not applicable, the bidder must submit a duly signed statement stating that JVA is not applicable.
	The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture must specifically state the name of the <i>local company and or person</i> , as well as the <i>member company/partner</i> of the JV and/or the <i>lead person</i> appointed as the authorized representative/s and the lawful attorney-in-fact of the JV if awarded the contract.
	Other documentary requirements under RA No. 9184 (as applicable)
	[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.
	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
2.	FINANCIAL COMPONENT ENVELOP
	Original of duly signed and accomplished Bid Form and
Α	Financial Bid Form (Annex12-B); and
В	Original of duly signed and accomplished Price Schedule(s)
	, , ,

SECTION IX. BIDDING FORMS

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The Performance Security Form and Bank Guarantee Form for Advance Payment should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to GCC Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

Bidder's Company Letterhead Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS (INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED)

Item Nr	Name of the Contract	Date of Contract	Contract Duration	Owner's Name & Address	Kinds of Goods	Amount of Contract and Value of Outstanding Contracts	Date of Delivery
	TOTAL						

Instructions:

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

CERTIFIED CORRECT:

Name and S	gnature of Authorized Represe	entative
	Position	
	Date	

Bidder's Company Letterhead Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS

Name of Client	Name of the Contract	Date of the Contract	Kinds Of Goods	Amount Of Contract	Date of Delivery	TIAC Rep, OR, Sales Invoice, Collection Receipt
TOTAL						

Instructions:

Please attach any of the following as attachment to the Statement of Single Largest Completed Contract

- 1) Copy of End User's Acceptance; OR
- 2) Copy of Official Receipt/s; OR
- 3) Copy of Sales Invoice with Collection Receipt/SOR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed)

Note:

Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years from the date of Submission and Receipt of Bids;

Completed One (1) Single Contract similar to the contract to be bid amounting to at least Fifty Percent (50%) of the ABC of the project to be bid; **Or**

Completed at least **two (2) similar contracts**, the aggregate amount of should be equivalent to at least "Fifty Percent" (50%) of the ABC for this Project and the largest of these similar contracts must be equivalent to at least "twenty five percent" (25%) of the ABC of this project.

For this project, "similar contract or projects" shall pertain only to supply and/or delivery of "four-wheeled vehicle"

CERTIFIED CORRECT:

Name and Signature of Authorized Representative Position Date

REPUBLIC OF THE PHILIPPINES)	
CITY OF	_) S.S

BID SECURING DECLARATION FORM

Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

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

I/We¹, 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 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 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;
 - (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'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity]

Affiant

[Jurat]

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 $^{^{1}}$ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS, TEST AND ACCEPTANCE, SAMPLING PLANS, AQL, PACKAGING AND MARKINGS

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. 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-reference to that evidence. Evidence shall be in the form of manufacturer's unamended 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

	Name of Company (in print)
Signature	of Company Authorized Representative
	Name and Designation
	Dete

Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

TO THE BIDDER: Indicate "COMPLY" if Bidder's Statement of Compliance meets the Project Requirements. DO NOT LEAVE ANY BLANK. A "YES" OR "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.		Bidder's Statement of Compliance			
1	Description				
	General Purpose Vehicle (GPV) Pick-Up				
2	Warranty/ies of th				
3	Manufacturing Date: General Purpose Vehicle (GPV) Pick-up manufacturing is not more than one (1) year from the date of delivery (Brand New)				
4	We have no overdue deliveries or unperformed services intended for Philippine Army (PA) and other gov't and non gov't agencies.				
5	During delivery, the Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, handling and other related expenses shall be borne by the Supplier. In the absence of materials handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.				

Conforme:				
Bidder's Company Name				
Signature of Authorized Representative				
Designation				
Date				

Technical Specification for Double Cab Pick-Up (4x4 AT) PA SPECS NR: MV = 95-07 - 21

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HEADQUARTERS PHILIPPINE ARMY

OFFICE OF THE ARMY CHIEF ORDNANCE AND CHEMICAL SERVICE

Fort Andres Bonifacio, Metro Manila

PA SPECS NR: MV-95-07-21

MOV 2 2 2021

TECHNICAL SPECIFICATIONS FOR DOUBLE CAB PICK-UP TRUCK (4x4 AT)

Application:	Truck Intended for field use in generally rugged road condition as personnel and equipment carrier and for other official purposes of Philippine Army			
Technical Data:	Requirements			
1. Engine	Avenue seems and the seems and the seems and the seems are seen as the seems and the seems are seems and the seems are seems as the seems are seem			
1.1. Type	4-cylinder, 16-valve			
1.2. Displacement	3,000cc (max)			
1.3. Fuel Type	Diesel			
2. Transmission and Chassis				
2.1. Transmission	5 Speed (min) Automatic Transmission			
2.2. Automotive Controls	Power Steering			
2.3. Wheels	17inches (min)			
2.3.1. Tires	All Terrain Type			
2.3.2. Rim	Alloy			
2.4. Drive Train	All Wheel Drive or 4 Wheel Drive			
2.5. Brake System				
2.5.1. Front	Ventilated Disc			
2.5.2. Rear	Drums or Ventilated Disc			
2.6. Suspension	Manufacturer's Standard			
2.7. Fuel Tank Capacity	75 L (min)			
3. Performance				
3.1. Max Output	174hp (min)			
3.2. Max Torque	430 Nm (min)			
4. Vehicle Dimension				
4.1. Length	5,250mm (min)			
4.2. Width	2,500mm (max)			
4.3. Height	2,286mm (max)			
4.4. Wheelbase	3,000mm (min)			
4.5. Ground Clearance	220mm (min)			
F. Palata Fastures	Supplemental Restraint System (SRS) Airbag for Driver and Front Passenger			
5. Safety Features	Four (4) Three-Point and One (1) Two-Point Seatbelts			



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Technical Specification for Double Cab Pick-Up (4x4 AT) PA SPECS NR: MV = 95-07 - 21

	my that is source of national pride.
	Seatbelt Reminder Alarm System
	Fuel Level Indicator
	Light Remind Alarm System
	Key Remind Alarm System
6. Security and Warning System	Security Alarm System
	Stability Control System
	Speed Sensing Door Locks
	ISOFIX
	Hand Brake Warning System
	Electronic Brake Force Distribution with Anti
	Lock Braking System
	Power Windows
	Auto Power Lock or Electronic Door Lock
	Keyless Entry System
	Power Adjust or Power Assist Side View Mirro
	Audio System with a minimum of 6 Speakers 6" (min) Touch Screen Colored LCD Monitor Aux-In; Bluetooth and USB Port
7. Functions	Steering Wheel Audio Control
	Automatic Air-Conditioning System
	High Resolution Dash
	Navigation System
	Rear Parking Sensors or Reverse Camera
	Hill Start Assist
8. Other Features	THE OLDIN POSISI
8.1. Driver's Position	Left
8.2. Number of Doors	4
	5
8.3. Seating Capacity	Standard size steel bull bar bumper for from and rear
	Roll bar
	Roof rail
	Sidestep
	Bediner
9. Accessories and Other	Medium shade tint for windows and bac windshield
Requirements	Light shade tint for front windshield
	Heavy duty matting
	LTO standard early warning device (EWD)
	Undercoat
	Spare rim and tire same as the existing rim an tires
	Maintenance and operator's manual with casing
10. Operator's Vehicle Maintenance	Tool Bag
(OVM) Tools	Pliers (200MM)
10.4 100	One (1) ea Adjustable Wrench (Length - 10")

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Technical Specification for Double Cab Pick-Up (4x4 AT) PA SPECS NR: MV = 95 -07 - 21

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One (1) ea Jack Assembly
One (1) ea Screwdriver (Philips)
One (1) ea Screwdriver (Flat)
One (1) ea Tire Wrench
One (1) ea Spanner Wrench, Open 8x10
One (1) ea Spanner Wrench, Open 12x4
One (1) ea Spanner Wrench, Open 14x17
One (1) ea Spanner Wrench, Open 19x21
One (1) ea Spanner Wrench, Open 23x26
One (1) ea Lever Assembly, Spare Tire
One (1) ea Grease Gun, Portable
One (1) ea Flashlight
One (1) ea Fire Extinguisher, (ABC, 3.3kg)

PREPARED BY:

JOANNE PRULE M VILLAREIZ Major PA Chief, MB DARREL P MARIANO Major (OS) PA Chief, PRB

RECOMMENDED BY:

Colonel MNSA (05) PA

Chief

APPROVED BY:

ANDRES C CENTINO
Lieutenant General PA
Commanding Generale

Conforme:

Bidder's Company Name

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Signature of Authorized Representative

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Test and Acceptance Procedures for Double Celt Pick-Up Truck (4x4AT)
PA TAP NR MV-85-07-21



HEADQUATERS PHILIPPINE ARMY

OFFICE OF THE ARMY CHIEF ORDNANCE AND CHEMICAL SERVICE

Fort Andres Bonifacio, Metro Manila

PA TAP NR: MV-95-07-21

NOV 2 2 2021

TEST AND ACCEPTANCE PROCEDURES FOR DOUBLE CAB PICK-UP TRUCK (4x4 AT)

1. GENERAL

- Scope: This Test and Acceptance Procedure shall apply to Double Cab Pick-up Truck (4X4 AT).
- 1.2. Objective: To determine compliance of the vehicle with standards/specifications and operational performance set forth with the need of the end user.

1.3. Methodology:

- 1.3.1. The Test and Evaluation is divided into two (2) phases:
- 1.3.1.1. The Physical Inspection and functionality test This shall cover the completeness of the delivered Vehicle in terms of quantity, workmanship, presence and functionality of required accessories. The physical Inspection and functionality test shall be conducted to all Vehicles delivered.
- 1.3.1.2. The Inspection of Test Certificates and Other Documentations - which shall cover the tests results of various tests conducted (Engine Displacement, Maximum Output, Maximum Torque, Emission Test Result) to the items to determine compliance to the Technical Specifications.
- 1.3.2. The inspection includes manual, visual, gaging and verification of the specifications for compliance to the Technical Specifications and other Mandatory Requirements set forth in the contract. Safety of the test committee shall be always given premium. Other stakeholders shall be allowed to witness the evaluation to ensure transparency and impartiality.

2. TEST PARAMETERS

2.1. Visual and Dimensional Test

2.1.1. Engine Type

2.1.1.1. Purpose: To determine the type of engine installed on

the vehicle.

2.1.1.2. Procedures:

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Test and Acceptance Procedures for Double Cab Pick-Up Track (4x4AT)

PA TAP NR 81V-85-07-21

2.1.1.2.1. Visually inspect the engine type as well as the certificate from the manufacturer to ensure that the engine installed is brand new and freshly manufactured.

2.1.1.2.2. Observations shall be recorded.

2.1.1.3. Standards:

2.1.1.3.1. The engine shall be according to

specifications.

2.1.1.3.2. The engine shall be brand new, free from malfunctions, damages and signs of poor workmanship

2.1.2. Displacement

2.1.2.1. Purpose: To determine the displacement of engine installed on the vehicle.

2.1.2.2. Procedure:

2.1.2.2.1. Visually inspect the engine as well as the certificate from the manufacturer to verify the displacement of the engine installed.
2.1.2.2.2. Observations shall be recorded.

2.1.2.3. Standard: The engine displacement shall be according to specifications.

2.1.3. Fuel Type

 Purpose: To determine the fuel type needed for the vehicle.

2.1.3.2. Procedures

2.1.3.2.1. Visually inspect the engine for fuel type

required.

vehicle.

2.1.3.2.2. Observations shall be recorded.

2.1.3.3. Standard: The fuel type shall be according to specifications.

2.1.4. Transmission

2.1.4.1. Purpose: To determine the type of transmission of the

2.1.4.2. Procedures:

2.1.4.2.1. Starting from rest, drive the vehicle for at least one (1) kilometer engaging all forward gears and record observation. Starting from rest, drive the vehicle on a reverse gear.

2.1.4.2.2. Observations shall be recorded.

2.1.4.3. Standards:

2.1.4.3.1. The transmission shall be according to

specifications.



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Test and Acceptainse Procedures for Double Cab Pick-Up Truck (4+44.1)
PA TAP NR MY-95-07-21

2.1.4.3.2. The transmission shall be brand new, free from malfunctions, damages, and signs of poor workmanship.

2.1.5. Automotive Controls

2.1.5.1. Purpose: To determine the type of Automotive Control of the vehicle.

2.1.5.2. Procedures:

2.1.5.2.1. Driver drives the vehicle by turning towards left and right direction and maneuver to different curves.

2.1.5.2.2. Observations shall be recorded.

2.1.5.3. Standards:

2.1.5.3.1. The Automotive Control shall be according

to specifications.

2.1.5.3.2. The automotive controls shall be brand new, free from malfunctions, damages, and signs of poor workmanship.

2.1.6. Tires and Rim

2.1.6.1. Purpose: To determine the size of tire and rim.

2.1.6.2. Procedures:

2.1.6.2.1. Visually inspect the tire and rim. 2.1.6.2.2. Observations shall be recorded.

2.1.6.3. Standards:

2.1.6.3.1. The tire and rim shall be according to

specifications.

2.1.6.3.2. The tires and rims shall be brand new, free from malfunctions, damages, and signs of poor workmanship.

2.1.7. Drivetrain

2.1.7.1. Purpose: To determine the drivetrain of the vehicle.

2.1.7.2. Procedures:

2.1.7.2.1. Visually inspect the vehicle.
 2.1.7.2.2. Observations shall be recorded.

2.1.7.3. Standards:

2.1.7.3.1. The drivetrain shall be according to

specifications.

2.1.7.3.2. The drive train shall be brand new, free from malfunctions, damages, and signs of poor workmanship.

2.1.8. Brake System

2.1.8.1. Purpose: To determine the Brake System of the

vehicle.



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Test and Acceptance Procedures for Deviate Cab Plat-Up Truck (4s4AT)

PA TAP NR MY-85-07-21

2.1.8.2. Procedures:

Visually inspect the vehicle.
 18.2.2. Observations shall be recorded.

2.1.8.3. Standards:

2.1.8.3.1. The brake system shall be according to

specifications.

2.1.8.3.2. The brake system shall be brand new, free from malfunctions, damages, and signs of poor workmanship.

2.1.9. Suspension

2.1.9.1. Purpose: To determine the Suspension of the vehicle.

2.1.9.2. Procedure:

2.1.9.2.1. Visually inspect the suspension.
2.1.9.2.2. Observations shall be recorded.

2.1.9.3. Standard:

2.1.9.3.1. The suspension shall be according to

specifications.

2.1.9.3.2. The suspension shall be brand new, free from malfunctions, damages and signs of poor workmanship.

2.1.10. Fuel Tank Capacity

2.1.10.1. Purpose: To determine the capacity of the fuel tank.

2.1.10.2. Procedures:

2.1.10.2.1. With the fuel tank empty, pour minimum of

75 liters Diesel.

2.1.10.2.2. Observations shall be recorded.

2.1.10.3. Standard: The fuel tank capacity shall be according to specifications.

2.1.11. Vehicle Length

2.1.11.1. Purpose: To determine the length of the vehicle.

2.1.11.2. Procedures:

2.1.11.2.1. Measure the over-all length of the vehicle from the foremost end to the opposite rearmost end using a steel tape of its equivalent.

2.1.11.2.2. Measurement readings shall be recorded.

2.1.11.3. Standard: The over-all length shall be according to specifications.

2.1.12. Vehicle Width



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Test and Acceptance Procedures for Double Calo Pick-Up Track (4e4AT)

PA TAP NR MV-95-07-21

2.1.12.1. Purpose: To determine the width of the vehicle.

2.1.12.2. Procedures:

2.1.12.2.1. Measure the over-all width (including side mirrors) of the vehicle from outermost part of the vehicle's side to the other side using a steel tape or its equivalent.

2.1.12.2.2. Measurement readings shall be recorded.

2.1.12.3. Standard: The over-all width shall be according to specifications.

2.1.13. Vehicle Height

2.1.13.1. Purpose: To determine the height of the vehicle.

2.1.13.2. Procedures:

2.1.13.2.1. Measure the height of the vehicle from ground to the highest portion of the vehicle using a steel tape or its equivalent.

2.1.13.2.2. Measurement readings shall be recorded.

2.1.13.3. Standard: The over-all height shall be according to specifications.

2.1.14. Wheelbase

2.1.14.1. Purpose: To determine the length of the wheelbase of the vehicle.

2.1.14.2. Procedures:

2.1.14.2.1. Measure the wheelbase of the vehicle using a steel tape or its equivalent.

2.1.14.2.2. Measurement readings shall be recorded.

2.1.14.3. Standard: The wheelbase shall be according to specifications.

2.1.15. Ground Clearance

2.1.15.1. Purpose: To determine the ability of the vehicle to go through a rough and off-road driving without any part of the under chassis touching the ground.

2.1.15.2. Procedures:

2.1.15.2.1. Place the vehicle in a flat surface (preferably a flat paved road). Measure the ground clearance of the vehicle from the lowest portion of the under chassis to the ground using a steel tape or its equivalent.

2.1.15.2.2. Measurement readings shall be recorded.

2.1,15.3. Standard: Ground Clearance shall be according to

specifications.



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By 2028, a world class Army that is a source of national pride Test and Acceptance Procedures for Double Cab Plot-Up Truck (4x46T) PA TAP NR MV-95-07-21

2.1.16. Supplemental Restraint System (SRS)

2.1.16.1. Purpose: To determine the presence of Supplemental Restraint System (SRS) Airbag installed on the vehicle.

2.1.16.2. Procedures:

of SRS Airbags installed.

2.1.16.2.1. Visually inspect the cabin for the presence

2.1.16.2.2. Observations shall be recorded.

2.1.16,3. Standards:

2.1.16.3.1. The Supplemental Restraint System (SRS)

shall be according to specifications.

2.1.16.3.2. The Supplemental Restraint System (SRS) shall be brand new, free from malfunctions, damages, and signs of poor

2.1.17. Seat Belts

2.1.17.1. Purpose: To determine the presence of safety belt for passengers.

2.1.17.2. Procedures:

presence of seat belts.

2.1.17.2.1. Visually inspect the vehicle and check the

2.1.17.2.2. Observations shall be recorded.

2.1.17.3. Standards:

2.1.17.3.1. The seatbelts shall be according to

specifications.

workmanship.

2.1.17.3.2. The seatbelts shall be brand new, free from malfunctions, damages and signs of poor workmanship.

2.1.18. Warning and Security System

2.1.18.1. Purpose: To determine the presence and functionality of the Warning and Security Systems installed on the Vehicle.

2.1.18.2. Procedures:

2.1.18.2.1. Turn the engine/power on and observe if the Warning and Security Systems are activated.

2.1.18.2.2. Observations shall be recorded.

2.1.18.3. Standards:

2.1.18.3.1. Security and Warning System shall be provided with features according to specifications.

2.1.18.3.2. The Security and Warning System shall be free from damages and malfunctions.

2.1.19. Functions



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Test and Acceptance Procedures for Double Cab Pick-Up Track (4s4AT)
ps. 72F NR MV-65-07-21

2.1.19.1. Purpose: To determine conformance of the vehicle's functional features.

2.1.19.2. Procedures:

2.1.19.2.1. Turn the engine/power on and inspect the functions indicated in the technical specifications.

2.1.19.2.2. Observations shall be recorded.

2.1.19.3. Standards:

2.1.19.3.1. Vehicle shall be provided with functions according to specifications.

2.1.19.3.2. The vehicle functions shall be free from damages and malfunctions.

2.1.20. Other Features

2.1.20.1. Purpose: To determine conformance of the vehicle with other features requirements.

2.1.20.2. Procedures:

2.1.20.2.1. Visually inspect the vehicle for other

features requirements.

2.1.20.2.2. Observations shall be recorded.

2.1.20.3. Standard: Vehicle shall be provided with features according to specifications.

2.1.21. Accessories and Other Requirements

2.1.21.1. Purpose: To determine conformance of the vehicle with accessories and other requirements.

2.1.21.2. Procedures:

2.1.21.2.1. Visually inspect the vehicle for accessories

and other requirements.

2.1.21.2.2. Observations shall be recorded.

2.1.21.3. Standards:

2.1.21.3.1. The vehicle shall be provided with accessories and other requirements indicated in the technical specifications.

2.1.21.3.2. Accessories and other requirements shall be free from damages and malfunctions.

2.1.22. Operator's Vehicle Maintenance (OVM) Tools

2.1.22.1. Purpose: To determine conformance of the provided Operator's Vehicle Maintenance (OVM) Tools.

2.1.22.2. Procedures:

2.1.22.2.1, Visually inspect the Operator's Vehicle

Maintenance (OVM) Tools.

2.1,22.2.2 Observations shall be recorded.

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By 2028, a world class Army that is a source of national pride Test and Acceptance Procedures for Double Cab Pick-Up Track (4e4AT) As YAP NR MV-95-07-21

2.1.22.3, Standards:

provided with 2.1.22.3.1. The vehicle shall be Operator's Vehicle Maintenance (OVM) Tools indicated in the technical specifications.

2.1.22.3.2. Operator's Vehicle Maintenance (OVM) Tools shall be free from damages and malfunctions.

2.2 TEST CERTIFICATES AND OTHER DOCUMENTATIONS

2.3.1 During inspection, the manufacturer/supplier shall provide copy of test certificate covering the following tests that were conducted to all batch of delivery, to wit

Emission Test Result

2.3.1.1 Engine Displacement 2.3.1.2 Maximum Output 2.3.1.3 Maximum Torque

2.3.2 Copy of operator and maintenance manuals of the vehicle.

3. PASS/FAIL CRITERIA

The rating that will be applied for the evaluation of the delivered vehicles shall either Pass (P) or Fail (F). Lacking requirement shall be provided. Vehicles with inoperational part/accessories or failed to pass any of the inspection and test parameters shall be corrected, repaired or replaced by the supplier as per provisions of the contract.

PREPARED BY:

JOANNE PA Major Chief, MB

2.3.1.4

MARIANO Major (OS) PA Chief, PRB

APPROVED BY

Colonel MNS

Chief

00

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Bidder's Company Name

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SCHEDULE OF REQUIREMENTS

Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

ITEM NR	DESCRIPTION	QTY (units)	DELIVE PERIO			DELIVERY PLACE
1	General Purpose Vehicle (Pick-up) (assorted color)	110	Thirty (Calendar upon reco	Days eipt of	Suppo	ly Battalion, 1LSG, Army ort Command, PA, Camp Aquino, Tarlac City
2	- 3 yrs LTO Registration - 1 yr Comprehensive Insurance	110 units	Shall delivere PA pric payme	ed to or to		ppine Army Procurement
3	Registration Plate	110 units	Shall delivered PA prior released retention mone	ed to to the e of on	Center, AFPPS Fort Bonifacio, Taguig Metro, Manila	
	INSURANCE		WHICH COMES LATER			
	INSURANCE			TIME IN YEARS		VEHICLE MILES
4	Basic Warranty (Maintenance)			3	-Year	100,000-Mile or 160,934.4 kms
	Perforation from Corrosion Warranty			6-Year		100,000-Mile or 160,934.4 kms
	Roadside Assistance (battery, gas)			7	-Year	75,000-Mile or 120,700.8 kms

I hereby certify to comply and deliver all the above requirements.
Name of Company
Representative Signature Over Printed Name
 Date

Bidder's Company Letterhead Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

WARRANTY UNDERTAKING

		awarded the contract,		
This Undertaking shall form part of th procurement project;	e Technical Requireme	ents for the aforesaid		
	WHICH COMES EARLIER	IES EARLIER		
SERVICES	TIME IN YEARS	VEHICLE MILES		
Basic Warranty (Maintenance)	3-Year	160,000 Km		
Perforation from Corrosion Warranty	6-Year	160,000 Km		
Roadside Assistance (Battery,Gas)	7-Year	120,000 Km		
3 Yrs LTO Registration and 1 Yr Comprehensive	Shall be delivered prior	or to payment		
Registration Plate	Shall be delivered prior retention money.	to the release of		
Name of C	onforme: ompany (in print) / Authorized Representati	ive		
	nd Designation			
	Date	<u></u>		

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINE	S	,
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;)];

- [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;
- 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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents:
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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.

at, Philippines.	ereunto set my hand this day of, 20
at, i milippines.	[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant
atat himself/herself/themselves whom I was	to before me thisday of, Philippines, by the affiant/s able to personally identify through his/her/their cation card used], which he/she/they has/have
Witness my hand and seal this _	day of [month] [year].
	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]
Doc No: Page No: Book No: Series of:	

Bidder's Company Letterhead Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (PLS SHOW FIGURES AT HOW YOU ARRIVED AT THE NFCC)

This is	to c	ertify that our Net Financial Contracting Capacity (NFC(PhP) which		
total ce	iling	price we are bidding. The amount is computed as follows		
CA	=	Current Assets	PhP	
Less:			-	
CL	=	Current Liabilities		
		Sub-total 1	PhP	
			X 15	
		Sub-total 2	PhP	
Less:			-	
С	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this project.	PhP	
		NFCC	PhP	
Issued	this _.	day of, 20		
		CERTIFIED CORRECT:		
Name and Signature of Authorized Representative				
		Position		
		Date		

(NAME OF BANK) COMMITTED LINE OF CREDIT

Date:	
Philippine Army Bids and Awards C	ommittee
Fort Andres Bonifacio, Metro Manila	
CONTRACT/PROJECT	
COMPANY FIRM	<u></u>
ADRESS	<u></u>
BANK/FINANCING INSTITUTION	<u>:</u>
	<u></u>
ADRESS	<u></u>
AMOUNT	·
This is to certify that the ab	ove Bank/Financing Institution with Business address indicated above, commits
to provide the (Supplier/Distributor/	Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit
line in the amount specified above	which shall be exclusively used to finance the performance of the above-
mentioned contract subject to the te	rms, conditions and requirements.
The committed line of grad	t must be evailable on the date of submission of eneming of hid and maintained
	t must be available on the date of submission of opening of bid and maintained
until issuance of the Certificate of A	серансе.
This Certification is bein	g issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in
	nent of (Name of Procuring Entity) for the above-mentioned Contract. We are
aware that any false statement issu	•
and that any raise statement less	54 S) 40 mano 40 masio 101 poljany.
This Committed line of cre	dit cannot be terminated or cancelled without the prior written approval of the
Philippine Army.	
71	
	
Name and Signature of Authorized	Financing Institution Office
Official Designation	
Concurred by:	
Name and Signature of Supplier/D	istributor/Manufacturer/Contractor authorized representative
Official Designation	
SUBSCRIBED AND SWORN TO	BEFORE ME this day ofat, Philippines.
Affiant exhibited to me his/her com	petent Evidence of identity (as defined by the 2004 Rules on Notarial Practice
issued at _	, Philippines.
Doc No:	NOTARY PUBLIC
Page No:	NOTALLEODLIC
Book No:	
Series of:	

Amount should be machine validated

Bidder's Company Letterhead

Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

CERTIFICATE OF JOINT VENTURE NON-EXISTENCE

a joint vent project)	that <u>(name of bidder)</u> will be participating witture partner in the procurement of <u>(name of name of </u>	e of
	CERTIFIED CORRECT:	
Na	ame and Signature of Bidder/Authorized Representative	
	Position	
	 Date	

Bid Form				
	Date : Bid Ref. No. :			

To: PHILIPPINE ARMY BID AND AWARDS COMMITTEE 2

Having examined the Bidding Documents including the Supplemental/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 Bidding Documents 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 Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times prescribed in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Bidder's Company Letterhead Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

FINANCIAL BID FORM

Description	Qty	ABO	C Price	Bidder's Proposal		
		U/P	Total Price	U/P	Total Price	
General Purpose Vehicle (GPV) Pick-Up	110	₱2,300,000.00	₱253,000,000.00			
TOTAL BID PRICE						

Total Bid Price (Amount in Words):

BIDDER'S UNDERTAKING

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

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

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

Note: If the particular column is not applicable indicate N/A.

Conforme:
Name of Company (in print)
Signature of Company Authorized Representative
Name and Designation

Bidder's Company Letterhead Procurement of General Purpose Vehicle (GPV) Pick-Up Bid Ref. No. ORD PABAC2 024-09-23

PRICE SCHEDULE

For Goods Offered From Abroad

١	Name of Bi	dder			Bid Ref Nr	Page _	of	
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price -(if DAP col 4X7) -(If DDP col 4X8)
	Note: If the applicable.	e partic	ular c	olumn is not ap	plicable ind	icate dash ((–) or zero ((0), as
-	July author	[signa	-	Bid for and on beh	nalf of	[in the capa	city of]	_
	Jary addition	1200 10	oigii L	and on bor				

Name of Bidder

. Bid Ref Number . Page of

Bidder's Company Letterhead Procurement of General Purpose Vehicle (Pick-Up) Bid Ref. No. ORD PABAC2 024-09-23

PRICE SCHEDULE

For Goods Offered From Within the Philippines

	2	3	4	5	6	7	8	9	10
ר	Descriptio n	Country of origin	Quantity	Unit price EXW per item	Transportati on and Insurance and all other costs incidental to delivery,	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	Note: If tapplicable	-	ticular c	olumn is r	not applical	ole indica	te dash (-)	or zero (0), as
	[signature]				[in the capacity of]				



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