

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of one (1) unit Multi Purpose Vehicle

Government of the Republic of the Philippines



July 2024

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Glossary of Terms, Abbreviations, and Acronyms

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.

CDA – Cooperative Development Authority.

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])

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.

DOLE – Department of Labor and Employment.

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 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



SAN JOSE CITY WATER DISTRICT
2675 Maharlika Road, Abar 1st, San Jose City, Nueva Ecija 3121
E-Mail address: sjc_waterdistrict@yahoo.com

CONTRACT NO. SJCWD-02-2024

INVITATION TO BID
FOR THE PROCUREMENT OF ONE (1) UNIT
BRAND NEW MULTI PURPOSE VEHICLE

1. The **San Jose City (N.E.) Water District**, through the Corporate Operating Budget for CY 2024 intends to apply the sum of ***One Million Eight Hundred Thousand Pesos (Php1,800,000.00)*** being the ABC to payments under the contract for the Procurement of one (1) unit brand new Multi Purpose Vehicle. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **San Jose City (N.E.) Water District** now invites bids for the Procurement of one (1) unit brand new Multi Purpose Vehicle. Delivery of the Goods is required ***within 60 calendar days from the receipt of the Notice to Proceed***. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instruction to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Interested bidders may obtain further information from **San Jose City (N.E.) Water District** and inspect the Bidding Documents at the address given below during Monday – Friday, **8:00 am to 4:00 pm Except Holidays**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **July 25, 2024 to August 1, 2024, Monday to Friday 8:00 AM – 4:00 PM Except Holidays** from given address and website below.
6. The San Jose City (N.E.) Water District will hold a **Pre-Bid Conference on July 31, 2024, at 2:00 PM**, San Jose City (N.E.) Water District Office, #2675 Maharlika Road, Abar 1st, San Jose City, Nueva Ecija, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **August 15, 2024, 11:30 AM**. 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 16.
9. Bid opening shall be on **August 15, 2024, at 2:00 PM, San Jose City (N.E.) Water District office, #2675 Maharlika Road, Abar 1st, San Jose City, Nueva Ecija** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **San Jose City (N.E.)Water District** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Jocelyn S. Arienda
BAC Secretariat
San Jose City (N.E.) Water District
#2675 Maharlika Road, Abar 1st, San Jose City
Nueva Ecija
E-mail Address : sjc_waterdistrict@yahoo.com
CP Nos. 09656150088/09162469656

12. You may visit the following websites:

For downloading of Bidding Documents: <http://sanjosecityne-wd.gov.ph>

(SGD) Rolando D. del Pilar
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **San Jose City (N.E.) Water District** wishes to receive Bids for the Procurement of One (1) unit Multi Purpose Vehicle with **Contract No. SJCWD-2024-02** .

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **2024** in the amount of **One Million Eight Hundred Thousand Pesos (Php 1,800,000.00)**.
- 2.2. The source of funding is San Jose City (N.E.)Water District's Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at the least one (1) contract similar to the Project the values of which, adjusted prices using the PSA's CPI, must be at least equivalent to:
- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. The bidder must have completed at least two (2) similar contracts, wherein:
 - i. The aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **San Jose City (N.E.) Water District Office, # 2675 Maharlika Road, Abar 1st, San Jose City, Nueva Ecija.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII. Checklist of Technical and Financial Documents.**
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents Comprising the Bid: Financial Component

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

12. Bid Prices

12.1 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ninety (90) days after Bid Opening. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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 R.A. 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 contract.

19.5 Except for bidders submitting a committed Line of Credit from a Universal of 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 R.A. 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 the prospective Bidders.

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

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><i>a. Acquisition of an NGA, GOCC, and/or LGU's of ANY Motorized Vehicle.</i></p> <p><i>b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</i></p>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted in Philippine pesos.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than P36,000.00, the amount equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter or credit; or</p> <p>b. The amount of not less than P90,000.00, the amount equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p>
15	Bidders shall submit One (1) Original and One (1) Duplicate Copies of their Bids.
	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one (1) sealed envelope marked "TECHNICAL COMPONENT", and their financial component described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".</p> <p>Further, all envelopes shall:</p> <ol style="list-style-type: none"> a) Contain the identification number of the project indicated in ITB Clause 1, name of the contracts to be bid in capital letters, and the lot numbers of the lot/s to be bid if not bidding for the entire project; b) bear the name and address of the Bidder; c) be addressed to the Procuring Entity's BAC in accordance with Section I. Invitation to Bid Clause 9 ; d) bear the marking "ORIGINAL" if the set contains the original copies of the bid or "DUPLICATE COPY" if the set is a duplicate; and e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>

<p>19.3</p>	<table border="1" data-bbox="354 318 1271 480"> <thead> <tr> <th data-bbox="362 331 532 368">LOT NO.</th> <th data-bbox="540 331 987 368">ITEMS</th> <th data-bbox="995 331 1263 368">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="362 381 532 418">1</td> <td data-bbox="540 381 987 418">Multi Purpose Vehicle</td> <td data-bbox="995 381 1263 418">Php1,800,000.00</td> </tr> <tr> <td colspan="2" data-bbox="362 431 987 468" style="text-align: center;">TOTAL</td> <td data-bbox="995 431 1263 468">Phjp1,800,000.00</td> </tr> </tbody> </table> <p data-bbox="354 518 1385 580">The computation of prospective bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p>	LOT NO.	ITEMS	ABC	1	Multi Purpose Vehicle	Php1,800,000.00	TOTAL		Phjp1,800,000.00
LOT NO.	ITEMS	ABC								
1	Multi Purpose Vehicle	Php1,800,000.00								
TOTAL		Phjp1,800,000.00								
<p>20</p>	<p data-bbox="354 630 1385 680">The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <p data-bbox="354 717 1385 755">a) Photocopy/ies of Contract/s or Purchase Order/s of one of the following:</p> <ul style="list-style-type: none"> <li data-bbox="402 779 1385 854">a. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR <li data-bbox="402 854 1385 879">b. At least two (2) similar contracts; <ul style="list-style-type: none"> <li data-bbox="402 879 1385 954">i. the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC; AND <li data-bbox="402 954 1385 1054">ii. the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent(25%). <p data-bbox="354 1054 1385 1091">b) The corresponding proof/s of completion, which could either be:</p> <ul style="list-style-type: none"> <li data-bbox="475 1091 1385 1153">a. Certificate/s of Final Acceptance/Completion from the bidder’s client/s; or <li data-bbox="475 1153 1385 1228">b. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s. <p data-bbox="354 1228 1385 1290">c) 2023 Income Tax Returns, filed and paid through the Electronic Filing and payment System (EFPS), consisting of the following:</p> <ul style="list-style-type: none"> <li data-bbox="475 1290 1385 1328">a. 2023 Income Tax Return with proof of payment; and <li data-bbox="475 1328 1385 1415">b. VAT returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from December 2023 to March, 2024. <p data-bbox="354 1452 1385 1652">In accordance with GPPB Circular 06-2002- Tie Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is “RAFFLE”, in the event that two(2) or more bidders have been post qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:</p> <ul style="list-style-type: none"> <li data-bbox="402 1689 1385 1751">a) The names of the bidders with identical LCRB will be written in separate similar unmarked papers and will be folded and placed in container. <li data-bbox="402 1751 1385 1888">b) An SJCWD-BAC representative will draw the raffled in an order wherein the first drawn bidder shall be declared as the winning bidder having the LCRB and shall be recommended for award. The second drawn bidder shall be the second ranked LCRB and so on until all LCRB are drawn and ranked. <li data-bbox="402 1888 1385 2100">c) In case of the failure, refusal, or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to proceed (NTP) has been issued. 									

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

2.2 The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of 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 from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. IN addition to tests in the SCC, Section 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to the project sites indicated in Section VI (Schedule of requirements). Risk and title will pass from the Supplier to the procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Crispiniano G. Subaba Jr., Senior Water Maintenance Man A/Storekeeper</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts -</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts; <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months 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 the 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.

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available. Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine Consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be in accordance with Item 19, Section VII (Technical Specifications).</p> <p>In case wherein the following documents were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, the bidder must submit the following before proceeding with the payment process, as applicable:</p> <ul style="list-style-type: none"> a) Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and b) Notarized performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.
4	<p>The inspections and tests that will be conducted shall be in accordance with Item 20, Section VII (Technical Specifications).</p>
5	<p>The warranty service shall be in accordance with Item 15, Section VII (Technical Specifications).</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Multi Purpose Vehicle	1	1	60 calendar days upon receipt of the Notice to Proceed

The Project Site and the Procuring Entity's Authorized Representative is:

Project Site	Authorized Representative of PE
San Jose City Water District 2675 Maharlika Road, Abar 1 st , San Jose City Nueva Ecija	Crispiniano G. Subaba, Jr.

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

Signature over Printed Name of Representative

Name of Company or Bidder

Designation

Contact Number/s

Date

Section VII. TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
1	MULTI-PURPOSE VEHICLE Unit Price: Php1,800,000.00	
	OVERALL DIMENSIONS	
	Length x Width x Height in mm	4,735 x 1,830 x 1,795
	Seating Capacity	7
	ENGINE AND TRANSMISSION	
	Type	4-Cylinder, In-line 16 Valve, Double Overhead Camshaft (Variable Nozzle Turbo Charger w/Intercooler)
	Engine Displacement	Not exceeding 2,800 cc
	Maximum Output (ps/rpm)	174 PS/3,400 Rpm
	Maximum Torque(Nm/Rpm)	360 Nm/1,200-3,400 Rpm
	Fuel Type	Diesel
	Power Transmission	6 Speed AT
	CHASSIS	
	Suspensions Front/Rear	Independent, Double Wishbone with Coil Spring/4-Link with Coil Spring
	Brakes	Ventilated Discs/Leading-Trailing Drum
	Tires	215
	Wheels	55 R17 Alloy
	EXTERIOR	
	Headlamps	Multi-Reflector Halogen
	With Front Fog Lamps	
	Outside rear-View Mirror Color	Color Keyed
	Outside Rear-View Mirror Power Features	Power Adjust
	Front Grill	Gray Metallic+Chrome
	Windshield Wiper Front Rear	Intermittent+Time Adjust/Width
	Rear Combination Lamp	Bulb Type with Black Out Outline
	Back Door Handle Garnish	Gloss Black
	Door Outside Handle	Chrome
	Door Belt Moulding	Black + Chrome
	INTERIOR	
	Seat Material	Black Fabric
	Seat Type and Adjustment-Front	D:6 Way Manual Adjust + P:4-Way Manual Adjust
	Seat Type and Adjustment Rear #1	60/40 Split, Slide, Recline and 1 Touch Tumble
	Seat Type and Adjustment Rear #2	One Touch Easy Space Up
	Multi Information Display (MID)	DOT Type
	Eco Lamp + Zone Display Economy Meter	
	Urethane + Silver Steering Wheel Material	
	Steering Wheel Switch	MID + Audio + Phone + Voice Command
	Sun Visors	D.P. Mirror
	Black Inside Door Handle	

	Assist Grip	Fr: 1 + Rr: 4	
	Black Fabric Door Trim		
	With Storage – Glove Box + Key		
	Storage- Console Box With Lid		
	With Storage Cool Box		
	With Lamps: Front Personal Lamp		
	With Lamps: Room Lamp		
	With Lamps: Luggage Room Lamp		
	Illuminated Entry System	With (Dome only)	
	FUNCTION		
	With Keyless Entry		
	Rotary Type Ignition System		
	Eco + Power Drive Mode Select		
	Power Features Windows	D:Auto Up/Down + Jam Protect	
	With Power Features – Door Locks		
	Manual Control Airconditioning System Front/Rear		
	Standard Light Control System		
	Audio System Type	7” Display Audio	
	Audio System Smartphone Connectivity	Apple Carplay + Android Auto + Smart Phone Device (Link (SDL)	
	Audio System Function	AM/FM/Bluetooth/USB/AUX/Voice Command	
	6 Speakers Audio System		
	Door Ajar Warning	With (Each Door Display)	
	SAFETY AND SECURITY		
	SRS Airbag	Driver + Front Passenger + Knee (D)	
	Anti-Lock Brake System (ABS)	With + Brake Assist + EBD	
	With Vehicle Stability Control		
	With Hill-Start Assist Control		
	Seatbelts - Front	3 pt. ELR + pretensioner :2	
	Seatbelts – Rear #1	3 pt. ELR:3	
	Seatbelts - Rear #2	3 pt. ELR: 3	
	Child Restraints System	ISOFIX:2 + Tether Anchor: 2	
	With Emergency Brake Signal		
	COLOR	Silver Metallic 1	
	OTHERS		
	Registration	Three (3) years LTO registration (Red Plate). The vehicle shall be registered under the name of San Jose City Water District (SJCWD)	
	Inclusions	With Tint and Matting	
	Service Centers	Location within the vicinity of Nueva Ecija	
	Spare Parts	Shall guarantee the availability of parts for the specific vehicle model for at least seven (7) years from the time the production of the particular model ceases.	
2	WARRANTY SERVICE		
	Repair and replacement of components/parts that is found defective in material or workmanship under normal use within a period of 36 months or 100,000 kms, whichever comes first.		
3	EXPECTED DELIVERABLES		
	The supplier/s shall undertake the delivery of the items to the SJCWD Office as indicated in Section VI (Schedule of Requirements)		

4	PAYMENT TERMS		
	<p>One-time payment shall be made, subject to the submission of the following documentary requirements, deduction of applicable taxes, and in accordance with budgeting, accounting, and auditing laws, rules and regulations:</p> <p>a)Proof of delivery of the equipment to SJCWD: b)Sales Invoice/Billing Statement c)Certificate/s of Warranties d)Certificate of Acceptance issued by the authorized representative and e)Certificate of Completion certified by the supplier and duly accepted by the HOPE.</p>		
5	INSPECTION		
	<p>Upon delivery of the items, the PE, shall inspect the items delivered with respect too quantity in the presence of a representative from the supplier.</p> <p>The PE shall then commence with the conduct of inspection and testing to the items delivered checking for any physical, hardware, software, and functional defects.</p> <p>In case a defective equipment was delivered, an RMA (Return Merchandise Authorization) shall be initiated by the procuring entity and notify the supplier within (30) days from the end of the inspection and testing of all the goods.</p> <p>The supplier shall then subsequently replace the defective unit with a new unit and shall undertake its delivery to the PE within fifteen (15) days from receipt of notice.</p>		

I hereby certify to comply with all the above Technical Specifications.

Signature over Printed Name of Representative

Name of Company of Bidder

Designation

Contact Number/s

Date

VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (l) (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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.