



**BIDDING DOCUMENTS
FOR THE
SUPPLY AND DELIVERY OF THREE (3)
BRAND NEW MOTOR VEHICLES FOR
NATIONAL SECURITY COUNCIL (NSC)**



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INVITATION TO BID
Supply and Delivery of three (3) Brand New Motor Vehicles
for National Security Council
ITB No.: NSC2021-002

1. The **National Security Council (NSC)**, through its Bids and Awards committee (BAC) intends to apply the sum of **THREE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND PESOS (PHP3,985,000.00)**, being the Approved Budget for the Contract (ABC) for payments under the contract for the procurement of **three (3) units of brand new motor vehicles** with the following minimum specifications.

A. One (1) unit Utility VAN with the amount of TWO MILLION ONE HUNDRED FORTY-FIVE THOUSAND PESOS (Php2,145,000.00)

QTY	PARTICULARS	DESCRIPTION
1 unit	Body Dimension (mm): Overall Length (LxWxH) Wheel base Tread Grand clearance Fuel tank capacity Seating capacity	Minimum: 5265x1950x1990 (mm) 3210 1675x1670 175 70 12
	Engine: a. Engine Technology b. Type c. Displacement d. Minimum Output e. Maximum Torque	4 cylinders, in line type (cc) 16 valve DOHC 2755cc 176/3400 (ps/Rpm) 450/1600-2400 (Nm/Rpm)
	Transmission	5-speed automatic
	Steering	Variable power steering
	Wheel/Rim make /Size	235x65 R16 Alloy wheel
	Airconditioning System	Dual manual controls with rear individual vents
	Color	White or Silver
	Original Equipment Manufacturing (OEM)	Car Stereo (AM/FM)
	Free Items	Standard tools, spare tire with rim, early warning device, seat cover, tint and floor mats
	Availability of Spare Parts	Readily available from services center nationwide
	Warranty	3 years or 100,000 kms whichever comes first on the main assemblies of engine, transmission differential



B. Two (2) units Asian Utility Vehicle (AUV) with the total amount of ONE MILLION EIGHT HUNDRED FORTY THOUSAND PESOS (Php1,840,000.00)

QTY	PARTICULAS	DESCRIPTION
2	Body Dimension (mm): Overall Length (LxWxH) Wheel base Tread No. of Doors Fuel tank capacity (liters) Seating capacity	Minimum: 4190x1660x1695 (mm) 2655 1425x1435 5 45 5
	Engine Details: a. Engine b. No. of Cylinders c. Valves Per Cylinder d. Valve Configuration e. Fuel System	1.3L Gasoline Engine, In-Line 4 Cylinder 16 Valve DOHC 4 4 DOHC EFI
	Transmission	A/T 4-speed
	Performance: Engine Displacement Torque Fuel Type	1300cc 121 Nm Gasoline
	Suspension & Brakes: Front Suspension Rear Suspension	MacPherson Strut Multi-Link
	Wheel/Rim make /Size	185/70 R14 Alloy wheel
	Steering	Electric Power/ tilt/ Rack & Pinion and adjustable Steering Column
	Airconditioning System	Dual manual controls with rear individual vents
	Color	White or Silver
	Original Equipment Manufacturing (OEM)	Car Stereo (AM/FM)
	Free Items	Standard tools, spare tire with rim, early warning device, seat cover, tint and floor mats,
	Availability of Spare Parts	Readily available from service centers nationwide
	Warranty	3 years or 100,000 kms whichever comes first on the main assemblies of engine, transmission differential

2. Bids received in excess of the ABC shall automatically be rejected at bid opening.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".



- 4. 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.
- 5. The Invitation to Bid and bidding documents may be obtained free of charge from the NSC-BAC Secretariat and may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and NSC website at www.nsc.gov.ph.
- 6. **The schedule of bidding activities shall be as follows:**

ACTIVITIES	SCHEDULE
Advertisement/Posting to PhilGEPS Website	May 3-10, 2021
Pre-Bid Conference	May 11, 2021 (Tuesday) 1:00PM
Deadline of Submission of Bids and Bid Opening	May 24, 2021 (Monday) 2:00PM
Bids Evaluation	May 25, 2021
Post -Qualification	May 26, 2021
Approval of Resolution / Issuance of Notice of Award	May 27-28, 2021
Issuance of Notice to Proceed	May 31, 2021

- 7. Bids in hard copies must be submitted to the NSC-BAC Secretariat at #5 V. Luna Road corner East Avenue, Diliman, Quezon City.
- 8. Interested bidders may obtain further information from NSC-BAC Secretariat at telephone numbers 8927-4245 loc 1504 /1506 or 0939-7714664 (c/o Ms. Elvira Pareja).
- 9. The National Security Council reserves the right to accept or reject any bids, or declare a failure of bidding to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders and in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations.

FILONILA D. BALITAAN
 Chairman, Bids and Awards Committee
 National Security Council



SECTION 1-A: CHECKLIST OF ELIGIBILITY AND TECHNICAL DOCUMENTS FOR SUBMISSION

FIRST ENVELOPE

Class “A” Documents:

Legal Documents:

- Valid and current Certificate of PhilGEPS Registration (Platinum Membership)
or
- Registration Certificate from SEC/DTI/CDA:
Securities and Exchange Commission (SEC) – for partnerships/corporations;
Department of Trade and Industry (DTI) – for sole proprietorship; or
Cooperative Development Authority (CDA) –for cooperatives.
- Valid and Current Mayor’s Permit
- Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and
Approved by the Bureau of Internal Revenue (BIR)
- Audited Financial Statement stamped “received” by the BIR or its duly accredited
and authorized institutions, for the preceding calendar year

Technical Documents:

- Statement of all Ongoing Private and Government 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.
- Statement of Single Largest Completed Contract (SLCC), which is similar in nature,
within three (3) Years prior to the Pre-Bid Conference with the following
attachment:
 - Photocopy of Single Largest Completed Contract or Purchase Order (at least
50% of the ABC)*
 - Certificate of Completion or Acceptance from the Bidder’s client or Official
Receipt*
- Net Financial Contracting Capacity (NFCC) computation or committed Line of Credit
from a universal or commercial bank
- Bid Security in any of the following forms:
 - *Cash or cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of
credit issued by a Universal or Commercial Bank (2% of the ABC); or*
 - *Surety bond (5% of the ABC) with a Certificate from the Insurance Commission; or*
 - *Bid Securing Declaration*
- Conformity with Section IV. Schedule of Requirements
- Conformity with Section VI. Technical Specifications
- Omnibus Sworn Statement

Class “B” Document:

- JVA, if applicable

SECOND ENVELOPE: Financial Component

- Financial Bid Form



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SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

- 1.1 The **National Security Council (NSC)** named in the **Bid Data Sheet (BDS)**, (herein referred to as the “Procuring Entity”) invites bids for the supply and delivery of brand new motor vehicles as described in Section VI: Technical Specifications.
- 1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**.

2. SOURCE OF FUNDS

The National Security Council has a budget from the funding source named in the **BDS**, and with the amount as indicated in the **BDS**. It intends to apply the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES

- 3.1 Unless otherwise specified in the BDS, the National Security Council as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the National Security Council:

Defines, for purposes of this provision, the terms set forth below as follows:

- (a) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or include others to do so, by misusing the position in which they are placed, and includes of offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
- (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (c) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without knowledge of the National Security Council, designed to establish bid prices at artificial, non-competitive levels.
- (d) “coercive practices” means haring or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

- 3.2 Further, the National Security Council will seek to impose the maximum civil, administrative, and /or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices;



3.3 Furthermore, the National Security Council reserves the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves.

4. CONFLICT OF INTEREST

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder received or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the decisions of the National Security Council regarding this bidding process. This will include a form or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any on the same project.
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a Sworn Affidavit of the Bidder that it is not related to the Head of the National Security Council, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a Corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.



5. ELIGIBILITY CRITERIA OF BIDDERS

5.1 Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

5.2 (a) Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

(b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

5.3 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed **Line of Credit**, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. BIDDER'S RESPONSIBILITIES

6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in **Section VII: Bidding Forms** as required in **ITB Clause 11.1**



6.2 The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (e) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 24.
- (f) Ensuring that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Procuring Entity (HOPE) or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and 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 ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:

(i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment’s premises; and



- (k) Ensuring that it 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;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications the Bidding Documents.

6.3 The National Security Council shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.4 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the National Security Council will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. SUBCONTRACT

7.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the NSC and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

7.2 Subcontractors must submit the documentary requirements under **ITB** Clause 11 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the NSC to be ineligible, the subcontracting of such portion of the Works shall be disallowed.

7.3 The Bidder should identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process. The Bidder shall include the required documents as part of the technical component of its bid.

B. CONTENTS OF BIDDING DOCUMENTS

8. PRE-BID CONFERENCE

8.1.(a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and simultaneously through video tele-conferencing (VTC) on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines

that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.



- 8.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the NSC's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental /Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 8.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

- 9.1 Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 9.2 The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 9.3 Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 9.4 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 21.

C. PREPARATION OF BIDS

10. LANGUAGE OF BID

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

11.DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS

11.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

ELIGIBILITY DOCUMENTS – CLASS “A” Documents:

Legal Documents-

- (i) Valid and current Certificate of PhilGEPS Registration (Platinum Membership)
*Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of Certificate of PhilGEPS Registration (Platinum Membership). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including the Audited Financial Statements for 2020 and 2019 (stamped received by the BIR or its duly authorized/accredited institutions) together with the Platinum Membership.

-or-

- (ii) Registration certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives.
- (iii) Valid and current Business/Mayor's 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; In case of recently expired Mayor's/Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement.
- (iv) Valid and current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by BIR, issued by the Accounts Receivable Monitoring Division of BIR.
- (v) Audited Financial Statement stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

Technical Documents –

- (vi) Statement of all its ongoing government and private contracts within the period stated in the **BDS**, 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
- (vii) Statements identifying the bidder’s single largest completed contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sec 23.4.1.3 of the IRR, within the relevant period as provided in the BDS.
 - *Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of the ABC.*
 - *Certificate of Completion or Acceptance from the Bidder’s client or Official Receipt.*



The statement shall include, for each contract, the following:

- 1) name of the contract;
 - 2) date of the contract;
 - 3) kinds of goods;
 - 4) amount of contract and value of outstanding contracts;
 - 5) date of delivery; and
 - 6) end-user's acceptance or official receipt(s) issued for the contract, if completed.
- (viii) NFCC computation in accordance with ITB Clause 5.4 or a committed Line of Credit from a universal or commercial bank.
- (ix) The Bid Security in the prescribed form, amount and validity period;
- (x) Conformity with Section IV: Schedule of Requirement as enumerated in the Terms of Reference (TOR).
- (xi) Conformity with Section VI: Technical specifications, as enumerated and specified in the bidding documents.
- (xii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII: Bidding Forms.

Class "B" Documents

- (xiii) If applicable, Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized.

12. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT

12.1 Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, and
- (b) Any other document related to the financial component of the bid as stated in the BDS.
 - (i) Unless otherwise stated in the BDS, all Bids that exceed the ABC shall not be accepted.
 - (ii) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (iii) Bid Documents are obtainable on a freely accessible website.

13. BID PRICES

The bidders shall use Bid Proposal Form and complete all the required data in the Schedule of Requirements which included the Government taxes, duties, fees and other charges. The bid rate shall be written in words as well as in figures. In case of discrepancy between the words and figures, the price in words shall prevail. In case of discrepancy in the unit rate and extension thereof, the UNIT Rate governs.

APPROVED BUDGET FOR THE CONTRACT (ABC):

Supply and delivery of three (3) brand new motor vehicles – PhP3,945,000.00 (VAT inclusive)

Prescribed Form:

- a. Use Bid Proposal Form
- b. Complete the required data on all portions of the Proposal Form.
- c. Refer to specific Terms of Reference (TOR) for Specifications,
- d. Scope of Work and Conditions.
- e. Refer to attached pro-forma contract for other Terms and Conditions.



- f. Location/Delivery Reference Point is at:
5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City

Price Offers:

- a. Government Taxes, duties, fees and charges.
- b. Bid rate shall be written in words as well as in figures.
In case of discretionary between the words and figures, the price in words shall prevail. In case of discrepancy in the unit rate and extension thereof, the UNIT RATE governs.
- c. Bid prices shall be fixed and quoted in Philippine Peso.
- d. Payment shall be made in Philippine Peso

14. BID VALIDITY

Bids shall remain valid for the period specified in the **BDS** which shall not exceed **one hundred twenty (120) calendar days** from the date of the opening of bids.

15. BID SECURITY

15.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the BDS, which shall not be less than the percentage of the ABC in accordance with the following schedule;

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a) Cash, Cashier’s/Manager’s Check/Bank Draft/guarantee Confirmed by a Universal or Commercial Bank	Two percent (2%)
b) Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	Two percent (2%)
c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Five percent (5%)
e) Bid Securing Declaration	No Percentage required.

For items a, b, and c, Bid Securities should be **CALLABLE ON DEMAND.**

15.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the NSC as non-responsive.

15.3 No bid securities shall be returned to the bidders after the opening of bids, except to those that failed to comply with any of the requirements submitted in the first bid envelope, as provided in RA 9184. Other than this exception, bid securities shall be returned only after the lowest calculated and responsive bidder/highest rated bidder has signed the contract and furnished the performance security.

15.4 Grounds for Forfeiture of Bid Security.

15.4(i) Withdrawal of Bid Offer within the period of bid validity.

15.4(ii) If the successful bidder fails within the specified time to:

- a) Sign the contract
- b) Proceed with its obligation in the Contract
- c) Submit the required securities and insurances; and



- d) Provide the item that complies with specifications within the period stated in the Contract.

16. FORMAT AND SIGNING OF BIDS

- 16.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII: Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 11.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 16.2 Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 11 and 12. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4 Each and every page of the Bid Form, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 16.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

17. SEALING AND MARKING OF BIDS

- 17.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 11, in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT," and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT," sealing them all in an outer envelope marked "ORIGINAL BID."
- 17.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___," respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3 The original and the number of copies of the bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 16;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 22.1.



17.4 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. SUBMISSION AND OPENING OF BIDS

18. DEADLINE FOR SUBMISSION AND RECEIPT OF BIDS

Bids must be submitted on or before the date indicated in the **BDS** to the NSC-BAC Secretariat at #5 V. Luna Road corner East Avenue, Diliman, Quezon City.

Note: NSC Time (Wall clock at the new reception area) is the Official Time

19. LATE BIDS

Any bid submitted after the deadline for submission and receipt of bid prescribed by the NSC, pursuant to **ITB Clause 18**, shall be declared "**Late**" and shall not be accepted by the NSC.

20. BASIS OF AWARD:

Lowest Calculated and Responsive Bid (LCRB)

21. MODIFICATION AND WITHDRAWAL OF BIDS

21.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the NSC prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

21.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the NSC prior to the deadline prescribed for submission and receipt of bids.

21.3 Bids requested to be withdrawn in accordance with ITB Clause 21.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

21.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the dead line for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.



22. OPENING AND PRELIMINARY EXAMINATION OF BIDS

22.1 The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder's compliance with the documents prescribed in ITB Clause 11. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

22.2 Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as "failed".

Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

22.3 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

22.4 The NSC shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. EVALUATION AND COMPARISON OF BIDS

23. PROCESS TO BE CONFIDENTIAL

23.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 25.

23.2 Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.



24. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

25. POST-QUALIFICATION

25.1 The NSC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in ITB Clauses 11, 12, and 13.

25.2 Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

- (a) Latest income and business tax returns in the form specified in the BDS;
- (b) Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that participating bidders should register with the PhilGEPS prior to bid opening; and
- (c) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

25.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 11, 12 and 13, as well as other information as the NSC deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

25.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the NSC the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

25.5 A negative determination shall result in rejection of the Bidder's Bid, in which event the NSC shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

26. RESERVATION CLAUSE

26.1 Based on the following grounds, the NSC reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a) If there is prima facie evidence of collusion between appropriate public officers or employees of the NSC, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and



a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If the NSC's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the NSC;
 - (ii) If the project is no longer necessary as determined by the head of the NSC; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the NSC.

26.2 In addition, the NSC may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. AWARD OF CONTRACT

27. CONTRACT AWARD

- 27.1 Subject to ITB Clause 20, the NSC shall award the contract to the Bidder whose bid has been determined to be the **Lowest Calculated and Responsive Bid (LCRB)**.
- 27.2 At the same time as the NSC notifies the successful Bidder that its bid has been accepted, the NSC shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 27.3 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the NSC.
- 27.4 The NSC shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 27.5 The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Security;
 - (e) Credit line in accordance with ITB Clause 5.4, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) Other contract documents that may be required by existing laws and/or specified in the BDS.

28. PERFORMANCE SECURITY

- 28.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten



(10) calendar days from the receipt of the Notice of Award from the NSC and in no case later than the signing of the contract.

28.2 The performance security shall be in an amount equal to percentage of the total Contract price, denominated in Philippine Peso and posted in favor of the NSC in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
<p>(a) (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Ten percent (5%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

28.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the NSC shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

29. NOTICE TO PROCEED

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the NSC shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**SECTION III: BID DATA SHEET**

1.1	The Procuring Entity is the NATIONAL SECURITY COUNCIL	
1.2	The name of the project is: Supply and Delivery of Three (3) brand new motor vehicles	
2	The Funding Source is: The Government of the Philippines (GOP) through the Transferred Funds from Philippine Amusement and Gaming Corporation (PAGCOR) in the amount of THREE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND PESOS ONLY (Php3,985,000.00) inclusive of VAT and other applicable taxes.	
	QTY	PARTICULAS
	1 unit	Body Dimension (mm): Overall Length (LxWxH) Wheel base Tread Grand clearance Fuel tank capacity Seating capacity
		Minimum: 5265x1950x1990 (mm) 3210 1675x1670 175 70 12
		Engine: a. Engine Technology b. Type c. Displacement d. Minimum Output e. Maximum Torque
		4 cylinders, in line type (cc) 16 valve DOHC 2755cc 176/3400 (ps/Rpm) 450/1600-2400 (Nm/Rpm)
		Transmission 5-speed automatic
		Steering Variable power steering
		Wheel/Rim make /Size 235x65 R16 Alloy wheel
		Airconditioning System Dual manual controls with rear individual vents
		Color White or Silver
		Original Equipment Manufacturing (OEM) Car Stereo (AM/FM)
		Free Items Standard tools, spare tire with rim, early warning device, seat cover, tint and floor mats
		Availability of Spare Parts Readily available from services center nationwide
		Warranty 3 years or 100,000 kms whichever comes first on the main assembles of engine, transmission differential
	QTY	PARTICULAS
	2	Body Dimension (mm): Overall Length (LxWxH) Wheel base Tread No. of Doors Fuel tank capacity (liters) Seating capacity
		Minimum: 4190x1660x1695 (mm) 2655 1425x1435 5 45 5
		Engine Details: a. Engine b. No. of Cylinders c. Valves Per Cylinder d. Valve Configuration e. Fuel System
		1.3L Gasoline Engine, In-Line 4 Cylinder 16 Valve DOHC 4 4 DOHC EFI
		Transmission A/T 4-speed



	Performance: Engine Displacement Torque Fuel Type	1300cc 121 Nm Gasoline
	Suspension & Brakes: Front Suspension Rear Suspension	MacPherson Strut Multi-Link
	Wheel/Rim make /Size	185/70 R14 Alloy wheel
	Steering	Electric Power/ tilt/ Rack & Pinion and adjustable Steering Column
	Airconditioning System	Dual manual controls with rear individual vents
	Color	White or Silver
	Original Equipment Manufacturing (OEM)	Car Stereo (AM/FM)
	Free Items	Standard tools, spare tire with rim, early warning device, seat cover, tint and floor mats,
	Availability of Spare Parts	Readily available from service centers nationwide
	Warranty	3 years or 100,000 kms whichever comes first on the main assemblies of engine, transmission differential
4.1	<i>No further instructions.</i>	
5.1	<i>No further instructions.</i>	
6.1	<i>No further instructions.</i>	
7.0	<i>No further instructions</i>	
8.1	The Procuring Entity will hold a pre-bid conference for this project on 11 May 2021 / Tuesday /1:00pm at No. 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City. Only one (1) representative from the bidder shall be allowed to attend the pre-bid conference. Bidder may add one (1) staff to join Virtual Tele-Conferencing (VTC) during the Pre-bid conference. One slot is provided per bidder. The bidder must submit on 10 May 2021 the official email address of the staff who will join the VTC.	
9.1	Prospective Bidders may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the following address at least ten (10) calendar days before the deadline for the submission and receipt of bids: The Procuring Entity's address is: No. 5 V. Luna road corner East Avenue, Brgy. Pinyahan, Quezon City Contact Person: Ms. Elvira B. Pareja-BAC Secretariat Email: nscproperty50@yahoo.com property@nsc.gov.ph Tel. No. 8927-4245 loc 1506 /1508 or 0939-7714664	
11.1	ELIGIBILITY DOCUMENTS – CLASS “A” Documents: Legal Documents (i) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) *Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of Certificate of PhilGEPS Registration (Platinum Membership). In case any of the submitted	



	<p>Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including the Audited Financial Statements for 2017 and 2016 (stamped received by the BIR or its duly authorized/accredited institutions) together with the Platinum Membership.</p> <p style="text-align: center;">-or-</p> <p>(ii) Registration certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives.</p> <p>(iii) Valid and current Business/Mayor's 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; In case of recently expired Mayor's/Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement.</p> <p>(iv) Valid and current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by BIR, issued by the Accounts Receivable Monitoring Division of BIR.</p> <p>(v) Audited Financial Statement stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.</p> <p>TECHNICAL DOCUMENTS</p> <p>(vi) Statement of all its ongoing government and private contracts within the period stated in the BDS, 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</p> <p>(vii) Statements identifying the bidder's single largest completed contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sec 23.4.1.3 of the IRR, within the relevant period as provided in the BDS.</p> <ul style="list-style-type: none">- <i>Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of the ABC.</i>- <i>Certificate of Completion or Acceptance from the Bidder's client or Official Receipt.</i> <p>The statement shall include, for each contract, the following:</p> <ol style="list-style-type: none">1) name of the contract;2) date of the contract;3) kinds of goods;4) amount of contract and value of outstanding contracts;5) date of delivery; and6) end-user's acceptance or official receipt(s) issued for the contract, if completed.
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	<p>(viii) NFCC computation in accordance with ITB Clause 5.4 or a committed Line of Credit from a universal or commercial bank.</p> <p>(ix) The Bid Security in the prescribed form, amount and validity period;</p> <p>(x) Conformity with Section IV: Schedule of Requirement as enumerated in the Terms of Reference (TOR).</p> <p>(xi) Conformity with Section VI: Technical Specifications as enumerated in the Bidding Documents.</p> <p>(xii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII: Bidding Forms.</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <th colspan="3">Supply and Delivery of Three (3) brand new motor vehicles</th> </tr> <tr> <th style="width: 30%;">ABC (Php)</th> <th colspan="2">Bid Security (% of ABC)</th> </tr> <tr> <th>Vat Inclusive-Lot Price</th> <th style="width: 35%;">2%</th> <th style="width: 35%;">5%</th> </tr> <tr> <td>3,985,000.00</td> <td>79,700.00</td> <td>199,250.00</td> </tr> </table>	Supply and Delivery of Three (3) brand new motor vehicles			ABC (Php)	Bid Security (% of ABC)		Vat Inclusive-Lot Price	2%	5%	3,985,000.00	79,700.00	199,250.00
Supply and Delivery of Three (3) brand new motor vehicles													
ABC (Php)	Bid Security (% of ABC)												
Vat Inclusive-Lot Price	2%	5%											
3,985,000.00	79,700.00	199,250.00											
12.1	Bidder's must use, accomplish, sign and submit the Financial Bid Form												
13	The ABC is Three Million Nine Hundred Eighty-Five Thousand Pesos inclusive of VAT. Any bid exceeding the ABC amount of the item or items shall not be accepted. The bid shall be quoted in Philippine peso.												
14	Bids will be valid for one hundred twenty (120) calendar days from bid opening date.												
15.2	The bid security shall be valid for one hundred twenty (120) days from bid opening.												
16.3	<p>Each Bidder shall submit one (1) original and two (2) hard copies of the first and second components of its bid.</p> <p>All envelopes shall:</p> <ul style="list-style-type: none"> a) contain the name of the contract to be bid in capital letters; b) bear the name and address of the Bidder in capital letters; c) be addressed to the Procuring Entity's BAC identified in ITB Clause 17; d) bear the specific identification of this bidding process indicated in the Invitation to Bid; and e) bear a warning "DO NOT OPEN BEFORE:" the date and time for the opening of bids, in accordance with ITB Clause 22.1 <table border="1" style="width: 100%; padding: 5px;"> <tr> <td> <p>TO : THE BIDS AND AWARDS COMMITTEE NATIONAL SECURITY COUNCIL</p> <p>FROM : _____ (Name of Bidder in capital letters)</p> <p>ADDRESS : _____ (Address of Bidder in capital letters)</p> <p>PROJECT : Supply and Delivery of three (3) brand new motor vehicles 5 V. Luna cor East Ave., Brgy. Pinyahan, Quezon City</p> <p>ITB REF. NO.: NSC2021-002</p> <p>DO NOT OPEN BEFORE: _____ Date (month/date/year) and Time</p> </td> </tr> </table>	<p>TO : THE BIDS AND AWARDS COMMITTEE NATIONAL SECURITY COUNCIL</p> <p>FROM : _____ (Name of Bidder in capital letters)</p> <p>ADDRESS : _____ (Address of Bidder in capital letters)</p> <p>PROJECT : Supply and Delivery of three (3) brand new motor vehicles 5 V. Luna cor East Ave., Brgy. Pinyahan, Quezon City</p> <p>ITB REF. NO.: NSC2021-002</p> <p>DO NOT OPEN BEFORE: _____ Date (month/date/year) and Time</p>											
<p>TO : THE BIDS AND AWARDS COMMITTEE NATIONAL SECURITY COUNCIL</p> <p>FROM : _____ (Name of Bidder in capital letters)</p> <p>ADDRESS : _____ (Address of Bidder in capital letters)</p> <p>PROJECT : Supply and Delivery of three (3) brand new motor vehicles 5 V. Luna cor East Ave., Brgy. Pinyahan, Quezon City</p> <p>ITB REF. NO.: NSC2021-002</p> <p>DO NOT OPEN BEFORE: _____ Date (month/date/year) and Time</p>													



18	<p>The address for submission of bids is: NATIONAL SECURITY COUNCIL 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City</p> <p>Contact Person: Ms. Elvira B. Pareja-BAC Secretariat Tel No. 8927-4245 LOC 1504 /1506</p> <p>The deadline for submission of bids is: 24 May 2021 / Monday / 2:00pm</p>
22.1	<p>The place of bid opening is at: NATIONAL SECURITY COUNCIL 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City</p> <p>The date and time of bid opening is 24 May 2021/ Monday /2:00pm</p> <p>Only one (1) representative from the bidder shall be allowed to attend the opening of bids. Bidder may add one (1) staff to join VTC during the Opening of Bids. One slot is provided per bidder. The bidder must submit on 21 May 2021 the official email address of the staff who will join the VTC.</p>



SECTION IV: 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.

Three (3) units brand new Motor Vehicle.

Item No.	Item Description	QUANTITY / OUTPUT	Delivery/Completion Date
1	Brand New Utility Van	One (1)	Within Thirty (30) calendar days upon receipt of Notice To Proceed
2	Brand New Asian Utility Vehicle (AUV)	Two (2)	

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

Name of Company/Bidder

Signature over Printed Name of Representative

Date



SECTION V: GENERAL CONDITIONS OF THE 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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*



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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

**SECTION VI: TECHNICAL SPECIFICATIONS****Supply and Delivery of three (3) brand new motor vehicles**

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 by the Bidder. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s Bid and cross-referenced to that evidence.

Evidence shall be in the form of manufacturer’s product brochures, specification sheet, manuals etc., as appropriate. Any of these evidences should be downloadable from product or manufacturer’s website or otherwise verifiable by any means reasonable and acceptable to the Bids and Awards Committee.

The specifications as indicated below are minimum parameters and a bidder may offer items equivalent to or superior than these specifications.

The bidder shall supply and deliver the following minimum specifications:

Item No.	Item Description	QUANTITY / OUTPUT	Bidder’s Offer	Compliance (Comply/Not Comply)
1	<i>Brand New Utility Van (see specs in the TOR)</i>	One (1)		
2	<i>Brand New Asian Utility Vehicle (AUV) (see specs in the TOR)</i>	Two (2)		

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct otherwise, if found to be false either during bid evaluation, post-qualification or the execution of the contract, the same shall give rise to the imposition of administrative sanctions and the forfeiture of bid security or the performance security posted consistent with section 69.1 and 69.2 of the revised Implementing Rules and Regulations of the Republic Act No. 9184

Company : _____
Name

Company : _____
Address

AUTHORIZED REPRESENTATIVE:

Signature : _____

Printed : _____
Name

Position : _____

Date : _____



SECTION VII: BIDDING FORMS

TABLE OF CONTENTS

ANNEX NO.	PARTICULARS
Annex I	Financial Bid Form
Annex II	Contract Agreement Form
Annex III	Bid Securing Declaration Form
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Annex V	Terms of Reference (TOR)



ANNEX I

Bid Form

Date: _____

To: *(name and address of Procuring Entity)*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *(insert numbers)*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the NSC, our services for the project, **“Supply and Delivery of three (3) brand new Motor Vehicles”**, in conformity with the said Bidding Documents for the sum of (total Bid amount in words and figures).

Please see attached Annex A

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the **Schedule of Requirements**.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for ITB Clause 14 and it shall remain binding upon us and may be accepted 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 or any Bid you may receive.

We certify /confirm that we comply with the eligibility requirements as per ITB Clause 11 of Bidding Documents.

Dated this _____ day of _____ 20_____.

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____



ANNEX II

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____ day of _____ 2021 between NATIONAL SECURITY COUNCIL of the Philippines (hereinafter called “the Procuring Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum on [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Omnibus Sworn Statement;
 - (e) the General Conditions of Contract; and
 - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)



ANNEX III

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.1: [Insert reference number]

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

1. I/We², the undersigned, declare that:
2. 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.
3. 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 Declaration³, 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.
4. 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 as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

1 Select one and delete the other.
 2 Select one and delete the other. Adopt same instruction for similar terms throughout the document.
 3 Issued by the GPPB through GPPB Resolution 03-
 4 Select one and delete the other



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

SUBSCRIBED AND SWORN to before me this __ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her _____ No. _____ issued on _____ at _____.

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 ____



ANNEX IV

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____)S.S.

AFFIDAVIT

I, (*Name of Affiant*), of legal age, (*Civil Status*), (*Nationality*), and residing at (*Address of Affiant*), after having 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 of (*Name of Bidder*) with office (*Address of Bidder*);

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized 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 of (*Name of Bidder*), I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for (*Name of the Project*) of the *National Security Council*;

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 and/or to represent the (*Name of Bidder*) in the bidding as shown in the attached (state title of attached document showing proof of authorization (*e.g. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture*));

3. (*Name of Bidder*) is not "blacklisted" or barred from bidding the Government of the Philippines or any of its agencies, offices, corporations, or Local government Units, foreign government/foreign or international financing institutions 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: I am 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, and the head of the Project Management Officer 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 complies with the responsibilities of a prospective and eligible bidder;
- 9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2019 at _____, Philippines.

Bidder's Rep/Authorized Signatory

JURAT



ANNEX V

TERMS OF REFERENCE
PROCUREMENT OF THREE (3) UNITS BRAND NEW MOTOR VEHICLES
FOR NATIONAL SECURITY COUNCIL

I. RATIONALE

It is the government's goal to provide safety and ease of travel of official and personnel as well as the quick transport of equipment, supplies, and materials necessary for the government offices daily operation. In line with this thrust, the National Security Council (NSC) under the Office of the President will be acquiring its motor vehicles to carry out its mandate.

II. Scope of Work

The provisions and delivery of three (3) brand new units of motor vehicles are classified and specified in accordance with the transferred Funds from **Philippine Amusement and Gaming Corporation (PAGCOR)**.

A. One (1) unit Brand new Utility Van with the amount of TWO MILLION ONE HUNDRED FORTY-FIVE THOUSAND PESOS ONLY (PhP2,145,000.00)

QTY	PARTICULAS	DESCRIPTION
1 unit	Body Dimension (mm): Overall Length (LxWxH) Wheel base Tread Grand clearance Fuel tank capacity Seating capacity	Minimum: 5265x1950x1990 (mm) 3210 1675x1670 175 70 12
	Engine: a. Engine Technology b. Type c. Displacement d. Minimum Output e. Maximum Torque	4 cylinders, in line type (cc) 16 valve DOHC 2755cc 176/3400 (ps/Rpm) 450/1600-2400 (Nm/Rpm)
	Transmission	5-speed automatic
	Steering	Variable power steering
	Wheel/Rim make /Size	235x65 R16 Alloy wheel
	Airconditioning System	Dual manual controls with rear individual vents
	Color	White or Silver
	Original Equipment Manufacturing (OEM)	Car Stereo (AM/FM)
	Free Items	Standard tools, spare tire with rim, early warning device, seat cover, tint and floor mats
	Availability of Spare Parts	Readily available from services center nationwide
	Warranty	3 years or 100,000 kms whichever comes first on the main assemblies of engine, transmission differential



B. Two (2) units Asian Utility Vehicle (AUV) with the total amount of ONE MILLION EIGHT HUNDRED FORTY THOUSAND PESOS (PhP1,840,000.00)

QTY	PARTICULAS	DESCRIPTION
2	Body Dimension (mm): Overall Length (LxWxH) Wheel base Tread No. of Doors Fuel tank capacity (liters) Seating capacity	Minimum: 4190x1660x1695 (mm) 2655 1425x1435 5 45 5
	Engine Details: a. Engine b. No. of Cylinders c. Valves Per Cylinder d. Valve Configuration e. Fuel System	1.3L Gasoline Engine, In-Line 4 Cylinder 16 Valve DOHC 4 4 DOHC EFI
	Transmission	A/T 4-speed
	Performance: Engine Displacement Torque Fuel Type	1300cc 121 Nm Gasoline
	Suspension & Brakes: Front Suspension Rear Suspension	MacPherson Strut Multi-Link
	Wheel/Rim make /Size	185/70 R14 Alloy wheel
	Steering	Electric Power/ tilt/ Rack & Pinion and adjustable Steering Column
	Airconditioning System	Dual manual controls with rear individual vents
	Color	White or Silver
	Original Equipment Manufacturing (OEM)	Car Stereo (AM/FM)
	Free Items	Standard tools, spare tire with rim, early warning device, seat cover, tint and floor mats,
	Availability of Spare Parts	Readily available from service centers nationwide
	Warranty	3 years or 100,000 kms whichever comes first on the main assemblies of engine, transmission differential



III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for three (3) units of motor vehicle is **Three Million Nine Hundred Eighty-Five Thousand pesos (PhP3,985,000.00)** inclusive of all applicable taxes.

IV. QUALIFICATION OF THE SUPPLIER

- A. The supplier must be an authorized franchise dealer of the vehicles being sold. Proof of such authorization shall be submitted to NSC; and
- B. The Service Centers of the suppliers must be located within Metro Manila;

V. RESPONSIBILITY OF THE SUPPLIER

- A. Delivery of the motor vehicles shall be made within thirty (30) calendar days from receipt of the Notice to Proceed, provided an Official Receipt and Certificate of Registration from Land Transportation Office (LTO) is first secured.
- B. When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duty granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the NSC (procuring entity) liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed vehicle (goods) 1 scheduled for delivery for every day of delay until the vehicles (such goods) are finally delivered and accepted by NSC. Such amount shall be deducted from any money due or which may become due to the supplier, whichever is convenient to NSC. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the NSC shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- C. The supplier shall post Performance and Warranty Securities.
- D. The supplier shall facilitate the application of comprehensive insurance coverage/Certificate of Cover with the GSIS within 10 days upon receipt from NSC of the initial payment amounting to 50% of the amount of the contract; and
- E. The supplier shall likewise facilitate the registration of the vehicles with the LTO in the name of NSC (red/government plate). The supplier shall ensure the extension of validity of conduction stickers in case of delay in the release of LTO registration documents/plates to enable NSC to use the vehicles.

VI. RESPONSIBILITY OF NSC

- A. The NSC shall require the bidder/s to submit their bid in a sealed envelope together with a Bid Security/Bid Securing Declaration in an amount equal to a percentage of the ABC in accordance with the prescribed schedule.

Failure to submit the required Bid Security shall cause the disqualification of the bidder.



- B. The NSC shall conduct post-qualification of the bidder who has the Lowest Calculated Bid (LCB) in order to determine compliance with the requirements of NSC;
- C. The NSC shall issue the Notice of Award and the Notice to Proceed;
- D. The NSC shall defray the cost of insurance premium with the GSIS, as well as the cost of LTO registration; and
- E. The NSC shall return the Bid Security to the winning bidder upon the Supplier's issuance of Official Receipt of full payment made by NSC.

VII. PAYMENT SCHEME

The NSC shall pay the full amount of the contract upon delivery of the vehicles, issuance of the NSC Inspection and Acceptance Report and receipt of the LTO Official Receipt (OR) and Certificate of Registration (CR).

VIII. DISPUTE RESOLUTION

- A. Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.