



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Motor Vehicles (3rd Public Bidding)

Government of the Republic of the Philippines

PHILIPPINE DEPOSIT INSURANCE CORPORATION

April 14, 2021

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

SS
APB
ESM
FSA
HRP
O/C
JNIB
O/CN
HLC
JNIB
JBN
ACL

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

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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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

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PHILIPPINE DEPOSIT INSURANCE CORPORATION
Makati City

INVITATION TO BID

The Procurement of Motor Vehicles (3rd Public Bidding)

1. The *Philippine Deposit Insurance Corporation* through the 2021 Corporate Operating Budget intends to apply the sum of P11,169,000.00 for the Procurement of Motor Vehicles (3rd Public Bidding) being the Approved Budget for the Contract (ABC) to payments under the contract for each lot. Bids received in excess of the ABC shall be automatically rejected at bid opening. The ABC is broken down as follows:

Lot	No. of Units	Type of Vehicle	ABC
A	2	Four (4) Wheel Light Truck/Light Delivery Van Mounted with an Aluminum Van Completely Built-Up (CBUs) (with an engine displacement not exceeding 4500 cc)	P3,400,000.00
B	1	Passenger Van (with an engine displacement not exceeding 2500 cc for gasoline or 3000 cc for diesel)	2,369,000.00
C	4	Asian Utility Vehicle (with an engine displacement not exceeding 1500 cc for gasoline or diesel)	5,400,000.00
TOTAL			P11,169,000.00

2. The *Philippine Deposit Insurance Corporation* now invites bids for the above Procurement Project. Delivery of the Goods is required within 30 calendar days from receipt of Notice to Proceed. Bidders should have completed a similar contract within the last five (5) years reckoned from the date of the posting of Invitation to Bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from *Philippine Deposit Insurance Corporation* and inspect the Bidding Documents at the address given below during office hours from 8:00 AM to 5:00PM, Mondays to Fridays.

6th Floor, PPD – BAC Secretariat, SSS Building, Ayala Avenue corner Rufino Street, Makati City

5. A complete set of Bidding Documents may be acquired by interested Bidders on April 19, 2021 from the given address above *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount:*

Lot	ABC	Amount of Bid Documents
A	P3,400,000.00	P5,000.00
B	2,369,000.00	5,000.00
C	5,400,000.00	10,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person.*

6. The *Philippine Deposit Insurance Corporation* will hold a Pre-Bid Conference¹ on April 27, 2021; 2:00 PM at the 8th Floor Board Room, Ayala Avenue corner Rufino Street, Makati City through video conferencing or webcasting via *MS Team Link herein below provided, which shall be open to prospective bidders :*

<https://teams.microsoft.com/l/team/19%3a3e3a82c13e4a24186a613bcac388b7644%40thread.tacv2/conversations?groupId=1a61d44d-55ff-4fe6-b3e4-76e886a218cc&tenantId=8f3038a8-ef6f-4a95-996b-0688c89f4610>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before May 11, 2021. Late bids shall not be accepted.

Ground Floor, SSS Building, Ayala Avenue corner V.A. Rufino Street, Makati City

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.**
9. Bid opening shall be on May 11, 2021; 2 PM at the 8th Floor Board Room, Ayala Avenue corner VA Rufino Street, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted. The wall clock located at the Ground Floor lobby, SSS Building, Ayala Avenue corner Rufino Street shall be used as official timer for the submission of bids. Submission made after the deadline shall be considered late and automatically rejected.
10. The *Philippine Deposit Insurance Corporation* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to


contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Ms. Analinda C. Lao
Atty. Jose Mari C. Gana
BAC Secretariat
SSS Building, Ayala Avenue cor. VA Rufino Street, Makati City
Telephone Numbers 8841-4915
Fax No. 8841-4931

12. You may visit the following website:
For downloading of Bidding Documents : *Website: www.pdic.gov.ph*

Date of Issue : _____



SANDRA A. DIAZ
Chairperson, Bids and Awards Committee
Ans g

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

SS * and [signature] Q 4 [signature] ▽ [signature]

1. Scope of Bid

The Procuring Entity, *Philippine Deposit Insurance Corporation* wishes to receive Bids for the *Procurement of Motor Vehicles (3rd Public Bidding)*. The Procurement Project (referred to herein as "Project") is composed of the following with Identification Number 2020-034, the details of which are described in Section VII (Technical Specifications).

Lot	No. of Units	Type of Vehicle	ABC
A	2	Four (4) Wheel Light Truck/Light Delivery Van Mounted with an Aluminum Van Completely Built-Up (CBUs) (with an engine displacement not exceeding 4500 cc)	P 3,400,000.00
B	1	Passenger Van (with an engine displacement not exceeding 2500 cc for gasoline or 3000 cc for diesel)	2,369,000.00
C	4	Asian Utility Vehicle (with an engine displacement not exceeding 1500 cc for gasoline or diesel)	5,400,000.00
TOTAL			P11,169,000.00

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2021 Corporate Operating Budget* in the amount of **PESOS: Eleven Million One Hundred Sixty-Nine Thousand (P11,169,000.00)**

The source of funding is **2021 Corporate Operating Budget**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

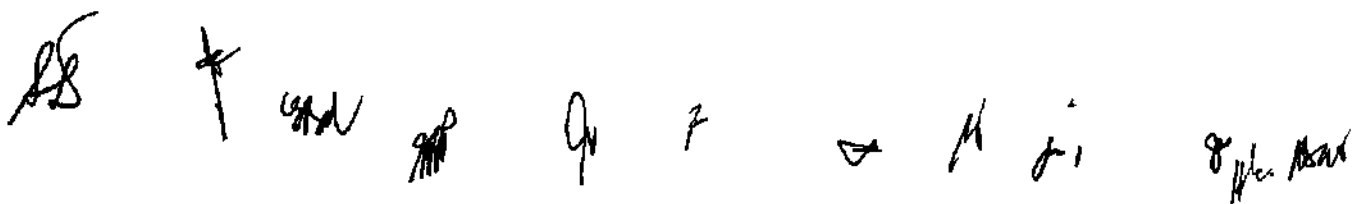
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

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6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

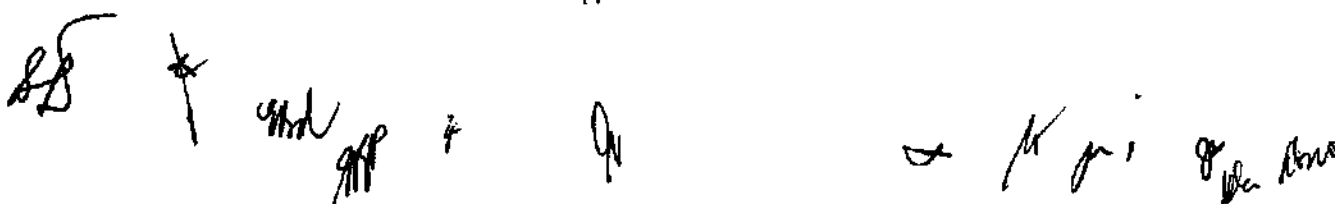
Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within *five (5) years reckoned from the date of posting of Invitation to Bid*.

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

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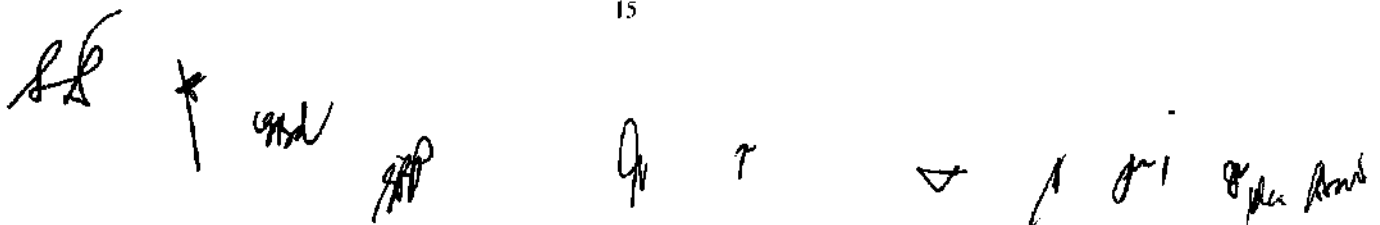
the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 *120 calendar days from the date of the opening of the bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

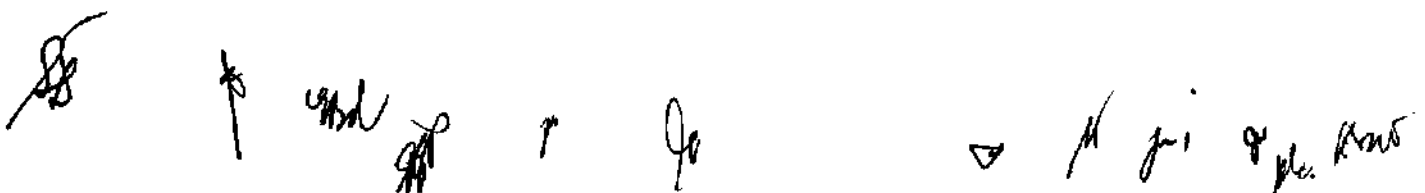
The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One project having several items grouped into several lots, which shall be awarded as separate contract per lot.

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

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the committed Line of Credit, it **must be at least equal to ten percent (10%)** of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

[Handwritten signatures and initials]

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

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Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Supply and delivery of motor vehicles</i> b. completed within five (5) years reckoned from the date of posting of Invitation to Bid
7.1	<p><i>(Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity)</i></p> <p>Not applicable</p>
12	<p><i>The price of the Goods shall be quoted DDP (state place of destination) or the applicable International Commercial Terms (INCOTERMS) for this project.</i></p> <p>Not applicable</p>
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> <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; <ul style="list-style-type: none"> Lot A - P68,000.00 ✓ Lot B - 47,380.00 ✓ Lot C - 108,000.00; or ✓ b. The amount of not less <i>five percent (5%)</i> if bid security is in Surety Bond. <ul style="list-style-type: none"> Lot A - P170,000.00 ✓ Lot B - 118,450.00 ✓ Lot C - 270,000.00 ✓

19.3	<table border="1" data-bbox="478 340 1332 748"> <thead> <tr> <th data-bbox="478 340 582 396">Lot</th> <th data-bbox="582 340 694 396">No. of Units</th> <th data-bbox="694 340 1125 396">Type of Vehicle</th> <th data-bbox="1125 340 1332 396">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="478 396 582 544">A</td> <td data-bbox="582 396 694 544">2</td> <td data-bbox="694 396 1125 544">Four (4) Wheel Light Truck/Light Delivery Van Mounted with an Aluminum Van Completely Built-Up (CBUs) (with an engine displacement not exceeding 4500 cc)</td> <td data-bbox="1125 396 1332 544">P3,400,000.00</td> </tr> <tr> <td data-bbox="478 544 582 623">B</td> <td data-bbox="582 544 694 623">1</td> <td data-bbox="694 544 1125 623">Passenger Van (with an engine displacement not exceeding 2500 cc for gasoline or 3000 cc for diesel)</td> <td data-bbox="1125 544 1332 623">2,369,000.00</td> </tr> <tr> <td data-bbox="478 623 582 714">C-2</td> <td data-bbox="582 623 694 714">4</td> <td data-bbox="694 623 1125 714">Asian Utility Vehicle (with an engine displacement not exceeding 1500 cc for gasoline or diesel)</td> <td data-bbox="1125 623 1332 714">5,400,000.00</td> </tr> <tr> <td colspan="3" data-bbox="478 714 1125 748" style="text-align: center;">TOTAL</td> <td data-bbox="1125 714 1332 748">P11,169,000.00</td> </tr> </tbody> </table> <p data-bbox="375 782 837 816"><i>Please refer to the Terms of Reference.</i></p>	Lot	No. of Units	Type of Vehicle	ABC	A	2	Four (4) Wheel Light Truck/Light Delivery Van Mounted with an Aluminum Van Completely Built-Up (CBUs) (with an engine displacement not exceeding 4500 cc)	P3,400,000.00	B	1	Passenger Van (with an engine displacement not exceeding 2500 cc for gasoline or 3000 cc for diesel)	2,369,000.00	C-2	4	Asian Utility Vehicle (with an engine displacement not exceeding 1500 cc for gasoline or diesel)	5,400,000.00	TOTAL			P11,169,000.00
Lot	No. of Units	Type of Vehicle	ABC																		
A	2	Four (4) Wheel Light Truck/Light Delivery Van Mounted with an Aluminum Van Completely Built-Up (CBUs) (with an engine displacement not exceeding 4500 cc)	P3,400,000.00																		
B	1	Passenger Van (with an engine displacement not exceeding 2500 cc for gasoline or 3000 cc for diesel)	2,369,000.00																		
C-2	4	Asian Utility Vehicle (with an engine displacement not exceeding 1500 cc for gasoline or diesel)	5,400,000.00																		
TOTAL			P11,169,000.00																		
20.2	<p data-bbox="375 850 1332 918"><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <ol data-bbox="422 941 1332 1598" style="list-style-type: none"> 1. 20.20 <i>Income Tax Return filed and paid thru the Bureau of Internal Revenue (BIR) Electronic and Filing Payment System (EFPS);</i> 2. <i>Business Tax Returns within the last six(6) months preceding the date of bid submission filed and paid thru BIR EFPS;</i> 3. <i>PhilGEPS Certificate of Platinum Membership if not submitted during bid submission;</i> 4. <i>Certification of Car Dealership/Distributorship of the particular brand of vehicle supplied/delivered and has been engaged in the business for the past fifteen (15) years;</i> 5. <i>Certification that it has Service Centers that exclusively provide preventive maintenance and repair services to the particular brand of vehicles supplied/delivered in the following areas/locations:</i> <ul data-bbox="470 1530 1332 1598" style="list-style-type: none"> • <i>At least two (2) Service Centers within Makati Area or located not more than 5 kms away from the PDIC Ayala premises</i> 																				
21.2	<p data-bbox="375 1655 1332 1735"><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> <p data-bbox="375 1757 558 1803">Not applicable</p>																				

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.

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**A. 4-Wheel Light Truck/Light
Delivery Van (2 units)**

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

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

[Handwritten signatures and initials]

- 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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{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 V (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

B. Passenger Van (1 unit)

Section IV. General Conditions of the Contract

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

[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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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



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

[Handwritten marks]

C Asian Utility Vehicle (4 units)

***Section IV General Conditions of the
Contract***

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

[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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{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 VI (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

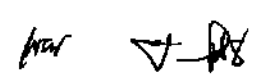
However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

**A. 4-Wheel Light Truck/Light
Delivery Van (2 units)**

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

Special Conditions of Contract

GCC Clause		
1.	Scope of Contract:	
	The Project involves the supply and delivery of light delivery vans in accordance with the following minimum specifications:	
	a. Quantity	Two (2) units
	b. Type	Light Delivery Van
	c. Intended Use and/or User, and Specifications	Intended Use and/or User: For general urban use where road conditions are generally good Specifications: With an engine displacement not exceeding 4500cc
	d. Market Available Specifications	Detail/s
	i. Diesel engine four (4) wheel light Utility truck	Latest manufacture and model light truck with engine piston displacement of at least 3907, chassis mounted, front tilt-up/pull-down wheel house tractor head engine hood. Basic four (4) cylinder diesel engine certified at least 20% bio-diesel to 100% premium Euro-compliant diesel fuel adaptability. Rear wheel drive.
	ii. Aluminum van specifications	Rectangular box of rigid construction with aluminum sheets and support, plywood or corkboard liner, bolted on chassis cargo bed on top of rear wheels. Rear cargo opening secured by twin



		shutters and locked levers.
III.	Transmission	5 speed + reverse, gear shift stick manual transmission.
IV.	Safety Features	Safety seatbelt with lock, seats with head rests.
V.	Audio System	AM/FM Tuner Radio
VI.	Airconditioning System	Wheel house tractor cab ACU equipped for comfort and safety to driver and passengers.
VII.	Fuel Tank Capacity	70-80 liters
	Seating Capacity	Three (3) passenger capacity (including driver)
VIII.	Steering	Power steering assist
IX.	Brake system Front/Rear	Basic Hydro-Vac fluid-line to wheel cylinder pistons for rear drum brakes and caliper pistons for front disc brakes.
X.	Suspension System:	Heavy-duty Coil spring-shock absorber duo
	• Front	
	• Rear	Heavy-duty multi-leaf spring-shock absorber duo
XI.	Tire Size:	
	• Front	Minimum tire size shall be
	• Rear	119/115L 7.50- R15
XII.	Estimated Weight of 4-wheeled Light Cargo Vehicle with Closed Delivery Van Type Body:	
	• Gross vehicle weight (kg.)	3,800kg to 4,400kg.
	• Payload Capacity (kg.)	2,400kg. to 3,000kg.
XIII.	Dimension of Body of closed van:	
	• Length	10 ft. (minimum)
	• Width	6 ft. (minimum)
	• Height	6 ft. (minimum)
XIV.	Other requirements:	At least two (2) within Makati City area or located not more than 5 kms away from the PDIC Ayala premises
	• Service Centers	
	• LTO Registration and Insurance	Five (5) year registration and Third Party Liability Insurance

Delivery Period -

The Supplier shall fully and faithfully perform, undertake, and accomplish to the satisfaction of the Procuring Entity the supply and delivery of the vehicle referred to herein and in accordance with the minimum specifications mentioned above within thirty (30) calendar days from receipt of the Notice to Proceed.

Incidental Services -

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

- a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- b. 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 Contractor of any warranty obligations under this Contract; and
- c. Render any and all services necessary for the successful implementation of the Project.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. Such spare parts as the Procuring Entity may elect to purchase from the Supplier provided that this election shall not relieve Supplier of any warranty obligations under this Contract; and
- b. In the event of termination of production of the spare parts:
 - 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, drawing, and specifications of the spare parts, if requested.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods during the warranty period.

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

Patent Rights -

Nothing in this Contract shall be deemed to limit or restrict the rights of the Procuring Entity to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the Supplier.

Other Requirements -

- a. **Subcontracting** - The Supplier shall not subcontract, in whole or in part, the work or services required to be performed under this Project without the prior written consent of the Procuring Entity.
- b. **Service Standard** - The Supplier shall devote, with utmost efficiency and effectiveness, its skills/ knowledge, undivided attention, and the best of its ability to the performance/fulfillment of its obligations under this Project in accordance with the best professional standards. The Supplier shall exercise all reasonable skills, care, and diligence in the discharge of its services, and shall always work in the best interests of the Procuring Entity. To this end, the Supplier shall provide such personnel, with the required qualifications and experience, towards the efficient fulfillment of the services herein required.
- c. **Confidentiality** - The Supplier agrees and acknowledges that the services covered by this Project may expose the Procuring Entity to confidential information and that any disclosure of such information may subject the Procuring Entity to financial, material and operational loss. Therefore, the Supplier hereby agrees as follows:
 - i. The Supplier shall protect all confidential information which the Procuring Entity provides to it (whether orally, in writing or in any other form) using the same standards as the Supplier

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	<p>applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access.</p> <p>ii. The Supplier, or any of its employees, agents, or representatives, shall not, either during the term of this Contract or at anytime thereafter, reveal, disclose, or furnish, in any manner, to any person, firm or corporation any information, document, method, design, or material relating to the Procuring Entity, or which otherwise are in the Procuring Entity's possession or custody, which the Supplier or other members of its work staff/team, or its employees, agents, or representatives may have acquired or which came to its/ their knowledge or possession by reason of this Contract.</p> <p>iii. If any of the Supplier's employees, agents, or representatives, who has previously rendered services to the Procuring Entity, resigned or disengaged from the Supplier during the subsistence of this contract, the Contractor must inform the Procuring Entity of such fact within five (5) calendar days from resignation or disengagement of said employee, agent, or representative. The terms of confidentiality shall apply and bind the resigned or disengaged employee, agents, or representatives of the Supplier who have acquired confidential information by reason of their previous relation with the Supplier. The Supplier shall be liable for damages or injury to the Procuring Entity resulting from disclosure by them of such information, document, method, design, or material.</p> <p>iv. The Supplier shall comply with the provisions of the Data Privacy Act, its Implementing Rules and Regulations and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Project, as may be applicable. The Supplier strictly prohibited from accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the Procuring Entity.</p> <p>v. The Supplier shall be liable for any disclosure of confidential information by its employees, agents, or representatives and</p>
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	<p>other violations under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the Procuring Entity.</p> <p>vi. All data and information related to the Project furnished by the Procuring Entity to the Supplier shall be treated with strict confidentiality and shall be returned to the Procuring Entity upon completion of the works without need of demand. The same shall not be released to third parties without the written consent of the Procuring Entity.</p> <p>vii. The Supplier agrees to assume sole responsibility and hereby undertakes to indemnify the Procuring Entity, for any damage, which the Procuring Entity may sustain by reason of breach of any of the above conditions.</p> <p>viii. The Supplier and its project staff may be required by the Procuring Entity to sign a confidentiality or non-disclosure agreement.</p> <p>d. Relation of the Parties - Subject to the limitation imposed on the Supplier with respect to the replacement of personnel as mentioned above, the Supplier shall be free to use any means and methods not contrary to law, regulations and the provisions and the spirit of this Contract, which it believes will best enable it to perform the contracted services. The Supplier shall not be subject to control and supervision of the Procuring Entity insofar as the means and methods to be employed by the Supplier, it being understood that the Procuring Entity is interested only in the results of the Supplier's work under this Contract. The Procuring Entity shall have the exclusive right to decide any and all questions which may arise as to the quality or acceptability of the contracted services rendered by the Supplier.</p> <p>e. Event of Default - The Supplier shall be considered in default in the event that the Supplier or any of its personnel assigned in the Procuring Entity violates or breaches any of the terms and conditions of the Contract, which includes neglecting to perform and deliver in a timely manner any of the work, duties, functions, responsibilities or obligations stipulated herein, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner.</p>
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f. **Retention Right** – The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity including, but not limited to, those left with the Procuring Entity by or for the account of the Supplier. The Procuring Entity is hereby given the right to retain the same to guarantee the payment or performance of any obligation or liability, contingent or otherwise, on the part of the Supplier under the Contract.

g. **Exercise of Rights** –

i. **Alternative Remedies** – The Procuring Entity shall have the right to exercise alternatively, concurrently or cumulatively all the rights and remedies now or hereafter available under the Contract, such as, but not limited to, the forfeiture of the Supplier's Performance Security, as well as the availment by the Procuring Entity of other remedies under other applicable laws, rules and regulations.

ii. **Non-Waiver of Rights** – The failure of the Procuring Entity to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the Procuring Entity may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which shall continue to be in full force and effect.

No waiver by the Procuring Entity of any of its rights hereunder shall be binding or deemed to have been made unless expressed in writing and signed by the Procuring Entity through its duly authorized agents.

h. **Miscellaneous Provisions** –

i. **Severability** – If any provision of the Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

iii. **Binding Effect/Assignment of Rights** – The Contract shall be binding upon the Supplier, its partners, successors-in-interest, legal representatives and assigns. The foregoing notwithstanding, the Service Provider shall not in any way

✓ Procured Proc.

assign or transfer its rights and obligations under the Contract without the written approval of the Procuring Entity.

- iii. **Entire Agreement** – The provisions of this SCC, together with all the documents attached and/or incorporated thereto, and/or referred to therein, constitutes the entire obligation of the parties with respect to the subject matter hereof and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this transaction.

For this reason, the parties shall endeavor to interpret the various provisions of this SCC and other related Bid Documents in a manner that will render all of those provisions valid and enforceable. In case of conflict between the provisions of the Bid Documents and the provisions laid out in this SCC, the latter shall prevail.

- iv. **Other Documents** – The parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of the Contract.
- v. **Transfer of Location** - The transfer of the principal office of either party to any place, area or building in Metro Manila shall not affect the terms and conditions of the Contract.
- vi. **OGCC Review** - The provisions of this SCC shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review prior to execution pursuant to Memorandum Circular No. 2018-02 issued by the Governance Commission for Government Owned and Controlled Corporations. Any and all comments of the OGCC as a result of its review shall be deemed incorporated in this SCC, as may be appropriate.
- vii. **Dispute Resolution** - Any dispute, disagreement or controversy arising from the implementation of this Project shall be discussed, resolved, and settled amicably by the parties.

In the event that the parties fail to reach an agreement within thirty (30) calendar days from the commencement of the discussion, such dispute, controversy or claim arising from, or relating to, this contract, shall be submitted to arbitration pursuant to the provisions of Section 59 of the IRR of R.A. No. 9184.

Should it become inevitable for the parties to avail the remedies in the court of law, all legal actions relating to,

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	<p>arising from, or in connection with, this Project shall be filed with the appropriate court in the City of Makati to the exclusion of other courts of equal jurisdiction.</p> <p>In the event that the Procuring Entity is compelled to seek judicial relief to enforce the provisions of the contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.</p>
2.2	<p>Terms of Payment:</p> <p>a. In consideration of the required services to be provided by the Supplier to the Procuring Entity by reason of this Contract, as well as its compliance with all the terms and conditions of this Contract, the Procuring Entity agrees to pay the Contractor the amount of _____ (Php _____), Philippine currency, inclusive of all applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the incidental services, materials, equipment, accommodation, and operational expenses, and the remedying of any defects therein.</p> <p>b. The payment shall be made by the Procuring Entity not later than ten (10) working days from receipt of the billing statement, and after issuance by the Procuring Entity of the Certificate of Completion of the Project. Completion shall be understood to mean compliance by the Supplier of all of the standards/requirements set by the Procuring Entity for the Project. For purposes of this provision, the Supplier hereby acknowledges that the Procuring Entity shall be the final arbiter on the acceptability and sufficiency of the Supplier's deliverables and completed outputs.</p> <p>The payment made under this Contract shall be net of any and all amounts required by law or this Contract to be retained by the Procuring Entity or paid by or charged against the Supplier under the terms of this Contract, and subject to the Procuring Entity's and government accounting rules and regulations which shall include, among others, the Commission on Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for</p>

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	<p>Common Government).</p> <p>c. The Procuring Entity, at no additional cost to it, has the option to amend or modify the schedule provided above.</p>
3.	<p>Performance Security:</p> <p>The performance security posted in favor of the Procuring Entity in the form prescribed by law must be valid, sufficient, and effective for the entire Contract/Project Duration, inclusive of change order/extra work order/variation order, if any. The Supplier shall cause the extension of the validity of the performance security and its sufficiency to cover the approved contract time extension, if any, until the issuance by the Procuring Entity of the certificate of completion of the Project. The Supplier shall furnish the Procuring Entity with the corresponding proof thereof prior to the commencement of the contract time extension/change order/extra work/variation order, as the case may be.</p> <p>The Supplier shall cause the extension of the validity of the performance security to cover the approved contract time extension, if any, and furnish the Procuring Entity with the corresponding proof thereof.</p> <p>In the event that the performance security posted by the Supplier would be deemed inadequate, unacceptable, or otherwise rendered unenforceable or invalid at any time prior to the issuance of the Certificate of Completion, the Procuring Entity shall have the right to require the Contractor, and the Supplier shall have the obligation, to post another performance security in the form and amount determined by the Procuring Entity and allowed under existing laws and regulations.</p> <p>If the performance security falls below the minimum amount required at any time prior to the issuance of the certificate of full completion, the Supplier shall post additional performance security to bring it to the required level.</p> <p>The performance security shall answer for any damage that the Procuring Entity may suffer by reason of the Supplier's default of any of its obligations and/or breach of the terms and conditions of this Contract and shall likewise guarantee payment for any loss, damage, or injury that may be caused by the Supplier to the Procuring Entity, its employees and guests. Any changes made in</p>

	<p>this Contract shall in no way annul, release or affect the liability of the Supplier and the performance security.</p> <p>The performance security shall only be released upon the Procuring Entity's issuance of the Certificate of Completion, which Certificate shall be issued only after the Supplier's full and faithful performance of its obligations under this Contract, and subject to the following conditions:</p> <ul style="list-style-type: none"> • The Procuring Entity has no claim against the Supplier or the surety company; • The Procuring Entity has no claim for labor and materials against the Supplier; and • The Supplier has faithfully and completely performed its obligations under this Project. <p>The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier, which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity, including without limitation to those left with the Procuring Entity by or for the account of the Supplier. The Procuring Entity is given the right to retain the same to guarantee the payment or performance of any and all liability of the Supplier under this Project, contingent or otherwise, which the Procuring Entity may be held jointly or solidarily liable.</p>
4.	<p>Inspection and Test:</p> <p>The inspections and tests shall be conducted at the Project Site (SSS Bldg., 6782 Ayala Ave., cor. Rufino St., Makati City) by the Procuring Entity's Administrative Services Group to determine whether the subject vehicle faithfully meets the minimum requirements specified for the Project.</p>
5.	<p>Warranty:</p> <p>To assure that defects on the subject vehicles shall be corrected by the Supplier, the Supplier shall provide a three (3) year warranty or 100,000 kilometers, whichever comes first, on the subject vehicles which shall be reckoned from the date of the Procuring Entity's issuance of the Certificate of Completion of the Project.</p> <p>To ensure the full and faithful compliance by the Supplier of all the terms and conditions of this Contract as well as to cover for any defects on the Project, a retention money or a special bank guarantee equivalent to at least one percent (1%) of the total amount due to the Supplier shall be deducted/retained or posted in</p>



favor of the Procuring Entity by the Supplier.

The retention money or the special bank guarantee shall be released to the Supplier only after the Procuring Entity shall have issued a Certificate of Full Acceptance for the Project, which Certificate shall be issued only after the lapse of the warranty period; and provided, further, that the Project delivered and supplied under this Contract, are free from patent and latent defects, and all conditions imposed under this Contract have been fully met.

The Supplier also warrants to the Procuring Entity that:

- It warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, the subject vehicles against incompatibilities or any defect, hidden, inherent, or otherwise, which would render them unfit for the use for which it is intended, or which would diminish the fitness of its use to the extent that, had the Procuring Entity been aware thereof, it would not have acquired/accepted the same.

It also warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, that the subject vehicles shall be free from any defects arising from poor design/ workmanship, inferior/substandard materials, or from any negligent act or omission of the Supplier that may develop during the normal use of the same.

- The acceptance of the Project by the Procuring Entity shall not, at any given time, be deemed a waiver of any causes of action which the Procuring Entity may subsequently exercise by reason of any defect maintenance and support services provided by the Supplier.

Further, the Supplier represents to the Procuring Entity that:

1. TECHNICAL REPRESENTATIONS

- The vehicles supplied under this Contract are brand new, unused, of the most recent models, and that it incorporates all recent improvements in design and materials.

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- It has full knowledge of the extent of work needed for the successful implementation of the Project; and that, it shall conform strictly with all the terms and conditions of this Contract.

2. LEGAL REPRESENTATIONS

- It is a domestic corporation duly organized and registered, validly existing, and in good standing under the laws of the Republic of the Philippines.
- It has full legal power, authority, and right to carry on its present business. The Supplier further represents that its representative M. _____ has full legal power to sign, execute, and deliver this Contract; and that, the Supplier will comply, perform and observe the terms and conditions hereof.
- All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- This Contract, when executed and delivered, will be legal, valid, and enforceable in accordance with its terms.
- It is duly authorized to provide, sell, and deliver the vehicles supplied; and that, the continuous use thereof by the Procuring Entity would not amount to infringement of any patent or copyright therein. For this purpose, the Contractor shall issue in favor of the Procuring Entity a valid certificate of Car Dealership/Distributorship .
- To the knowledge of the Supplier, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the Supplier or the Supplier's ability to comply with the terms and conditions of this Contract.

If the Supplier should thereafter learn of the existence or occurrence of the same, the Supplier undertakes to report such fact to the Procuring Entity within five (5) calendar days therefrom.

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	<p>Failure to do so shall constitute sufficient ground for the cancellation of this Contract and the enforcement of remedies which the Procuring Entity may exercise under this Contract, pertinent laws, rules, and regulations.</p> <ul style="list-style-type: none"> • The obligation of the Supplier under this Contract, and other ancillary documents which may be executed in connection herewith, shall constitute its direct, absolute, and unconditional obligation. • In line with Executive Order No. 398, Series of 2005, the Supplier warrants and certifies that it is free and clear of all tax liabilities to the government. Further, it binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the Procuring Entity to suspend payment for any goods and services delivered by the Supplier. Towards this, the Contractor shall regularly present to the Procuring Entity its tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
6.	<p>Liability of the Contractor:</p> <p>In the event that the Supplier violates or breaches any of the terms and conditions of the contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner, the Supplier shall be liable in any or all of the following consequences of default:</p> <ul style="list-style-type: none"> a. Forfeiture of Performance Security - The performance security shall be forfeited in favor of the Procuring Entity in the event that the Supplier is in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful or negligent act or omission of the Supplier or any of the Supplier's representative. b. Liquidated Damages and Penalties - The Supplier shall, without need of demand, be liable for damages for such default and shall pay the Procuring Entity liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every



day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the Procuring Entity of any such delay or inability by the Supplier to deliver its obligations reaches 10% of the contract price, the Procuring Entity may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, or (ii) allow the Supplier to continue and complete the Project subject to continuous accrual and imposition of liquidated damages at the rate herein prescribed until such services are finally delivered and accepted by the Procuring Entity.

The Procuring Entity need not prove that it has incurred actual damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the Supplier under the terms of the contract and/or from the securities/warranties filed/submitted by the Service Provider as the Procuring Entity may deem convenient and expeditious under the prevailing circumstances.

- c. **Stoppage of Work/Payment** - The Procuring Entity shall have the right to stop, in whole or in part, any of the work or payment due under the contract in the event of default on the part of the Supplier to perform its obligations under the contract.
- d. **Take-over of Contract** - The Procuring Entity shall have the right to procure/engage, upon such terms and manners as the Procuring Entity shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the contractor pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another contractor shall be for the exclusive account of the Supplier. The Supplier shall likewise be liable to pay for all the incremental expenses that the Procuring Entity may incur to fully complete the Project.
- e. **Termination of Contract** - In the event that such delay, default, failure or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the Procuring Entity shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

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Upon the commencement of the termination, the Supplier shall stop the work immediately, in case no prior work stoppage has been issued by the Procuring Entity against the Supplier. The Supplier shall also turn over all documents/records which came to its possession by reason of the contract.

- f. **Blacklisting of the Supplier** - Upon termination of the contract due to default of the Supplier, the Procuring Entity shall have the right to issue a Blacklisting Order disqualifying the Supplier from participating in the bidding of all government projects during the period of suspension.
- g. **Non-exclusivity** - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.
- h. **Indemnity** - The Supplier agrees to indemnify the Procuring Entity against any and all loss, injury or damage either to person or property which the Procuring Entity may suffer by reason of the willful misconduct, unlawful or negligent act or omission of the Supplier or any of its personnel or representative.

The indemnity required herein shall be in addition to the foregoing remedies and sanctions which the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

CONTRACT
(Procurement of Four-Wheel Light Truck Mounted With Aluminum Van)

This *Contract Agreement* (hereinafter referred to as the "**Contract**"), made and entered, into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), a government instrumentality created and existing by virtue of Republic Act No. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, hereinafter referred to as the "**PROCURING ENTITY**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "A"**

- and -

_____, hereinafter referred as the **SUPPLIER**, a corporation duly organized and existing by virtue of the laws of the Philippines, with principal office address at _____, duly represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "B"**

The **PROCURING ENTITY** and the **SUPPLIER** shall be collectively referred to as the "**PARTIES**"

ANTECEDENTS

The **PROCURING ENTITY** needs to procure two (2) units of four-wheel light truck mounted with aluminum van (hereinafter referred to as the "Project") in accordance with the minimum requirements stated in the Terms of Reference;

A public bidding was conducted by the **PROCURING ENTITY** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

In the public bidding held for the purpose, and after due evaluation and conduct of post-qualification, the **SUPPLIER's** bid in the amount of **PESOS: _____ (Php. _____)**, **Philippine currency**, was found to be the Lowest Calculated and Responsive Bid, and offered the most advantageous terms and conditions to the **PROCURING ENTITY**;

▽ *[Signature]* *[Signature]*

The procurement of the services of the **SUPPLIER** was included in the _____ PDIC Corporate Operating Budget pursuant to Board Resolution No. _____ dated _____, and the fund for the approved budget has been allotted, set aside, and made available for the said services, as evidenced by a Certification for Budget and Fund Availability, which is attached as **Annex "C"** of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree, as follows:

1. **Definitions** - In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below.
2. **Documents Incorporated** - The following documents attached to this Contract shall be deemed to form, be read, and construed as part of the Contract, viz:
 - Philippine Bidding Documents (PBDs);
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - Performance Security;
 - Notice of Award of Contract; and
 - Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as specified in Clause 2.2 of the Special Conditions of the Contract, the **SUPPLIER** hereby covenants with the **PROCURING ENTITY** to supply and deliver two (2) units of four-wheel light truck mounted with aluminum van, and to remedy defects therein in conformity in all respects with the SCC.
4. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the required 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 in the SCC.
5. This Contract, together with General Conditions of the Contract and Special Conditions of the Contract of the Philippine Bidding Documents issued/posted



for the Project, including all other documents specified in Section 2 hereof, constitute the entire obligation of the PARTIES with respect to the subject matter hereof, and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this Project.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION
PROCURING ENTITY**

By:

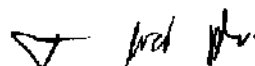
Date: _____
Place: _____

SUPPLIER

By:

Date: _____
Place: _____

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

BEFORE ME, a Notary Public, for and in the City of Makati on this ___ day of _____, 2020, appeared personally the following:

Name Government ID Nos. Date/Place Issued

PHILIPPINE DEPOSIT
INSURANCE CORPORATION
Represented by:

Represented by:

Known to me and to me known to be the same person who executed the foregoing document and they acknowledged to me that the same is their free and voluntary act and deed as well as the corporation they represent, and that they are duly authorized to sign the same.

This instrument refers to a *CONTRACT AGREEMENT (Procurement of Four-Wheel Light Truck Mounted With Aluminum Van)* consisting of _____ (___) pages, including this page where the acknowledgment is written, signed on each and every page thereof by the party and their instrumental witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020."

▽ *Notary Public*

B. Passenger Van (1 unit)

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

Special Conditions of Contract

GCC Clause														
1.	Scope of Contract:													
	<p>The Project involves the supply and delivery of a passenger van in accordance with the following minimum specifications:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">a. Quantity</td> <td>One (1) unit</td> </tr> <tr> <td>b. Type</td> <td>Passenger Van</td> </tr> <tr> <td>c. Intended Use and/or User, and Specifications</td> <td> <p><u>Intended Use and/or User:</u></p> <p>For transport of personnel/visitors for activities related to education, tourism, trade and investment promotions, banking and finance, foreign affairs, and other official functions</p> <p><u>Specifications:</u></p> <p>With an engine displacement not exceeding 3000 cc for diesel</p> </td> </tr> <tr> <td>d. Market Available Specifications</td> <td style="text-align: center;">Detail/s</td> </tr> <tr> <td>i. One (1) unit diesel engine - ten (10) passenger capacity van.</td> <td>Latest model and manufacture with engine displacement of at least 3000 cc, corresponding to 1:1 engine horsepower to payload and body weight ratio, certified adaptable to at least 20% biodiesel - 100% premium Euro-compliant diesel fuel.</td> </tr> <tr> <td>ii. Transmission</td> <td>Basic (6-speed) Automatic</td> </tr> </table>		a. Quantity	One (1) unit	b. Type	Passenger Van	c. Intended Use and/or User, and Specifications	<p><u>Intended Use and/or User:</u></p> <p>For transport of personnel/visitors for activities related to education, tourism, trade and investment promotions, banking and finance, foreign affairs, and other official functions</p> <p><u>Specifications:</u></p> <p>With an engine displacement not exceeding 3000 cc for diesel</p>	d. Market Available Specifications	Detail/s	i. One (1) unit diesel engine - ten (10) passenger capacity van.	Latest model and manufacture with engine displacement of at least 3000 cc, corresponding to 1:1 engine horsepower to payload and body weight ratio, certified adaptable to at least 20% biodiesel - 100% premium Euro-compliant diesel fuel.	ii. Transmission	Basic (6-speed) Automatic
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ii. Transmission	Basic (6-speed) Automatic													

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		Transmission (A/T) drive 1,2,3,4... (+/-) low/high-gear, rear wheel drive
III.	Accessories and Safety Features	Driver and Passenger SRS Airbags 3pt. ELR (Driver and Front Passenger), 3pt. NR (10 Rear Passengers) Anti-Lock Braking System Vehicle Stability Control Hill Start Assist Control High Mount Stop Lamp Clearance and Back Sonar With security system
IV.	Audio System	AM/FM Tuner Radio
V.	Airconditioning System	Dual Manual Controls with Rear 2 TIER Vents standard seats with head rests
VI.	Fuel Type and Tank Capacity	Common rail, 60-80 liters
VII.	Seating Capacity	At least ten (10) passengers with ample leg-room, individual reclining seats and head rests, two-person capacity gang seats with individual headrests and seat belts, convertible passenger/cargo rear-end space.
VIII.	Steering Type and Material	Standard power steering wheel and column, rack and pinion; Basic leather grained PVC or non-sag rubber-plastic coated steel steering wheel.
IX.	Brake System	Basic Hydro-Vac fluid-line to wheel cylinder pistons for rear brakes and caliper pistons for front brakes with anti-lock sensor.
	• Front	Ventilated Discs Brakes
	• Rear	Drum Brakes
X.	Suspension System:	Front Independent Coil Spring and Shock Absorber Duo. Rear either Leaf Spring and Shock Absorber Duo-Torsion I- Beam or Independent Coil Spring and Shock Absorber

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		Duo Suspension
	• Front	Heavy-duty coil spring-shock absorber duo
	• Rear	Leaf-spring-shock absorber duo
XI.	Tire Size:	
	• Front	M Minimum of 235/65 R16
	• Rear	Alloy Wheels
XII.	Overall Dimension	At least 5,625 mm x 1,950mm x 1990 mm
XIII.	Wheelbase	At least 1.64M
XIV.	Turning Circle	Minimum 0 degrees - 45 degrees angle.
XV.	Other requirements:	At least two (2) within Makati City area or located not more than 5 kms away from the PDIC Ayala premises
	• Service Centers	
	• LTO Registration and Insurance	Five (5) year registration and Third Party Liability Insurance

Delivery Period -

The Supplier shall fully and faithfully perform, undertake, and accomplish to the satisfaction of the Procuring Entity the supply and delivery of the vehicle referred to herein and in accordance with the minimum specifications mentioned above within thirty (30) calendar days from receipt of the Notice to Proceed.

Incidental Services -

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

- a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- b. 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 Contractor of any warranty obligations under this Contract; and
- c. Render any and all services necessary for the successful



implementation of the Project.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. Such spare parts as the Procuring Entity may elect to purchase from the Supplier provided that this election shall not relieve Supplier of any warranty obligations under this Contract; and
- b. In the event of termination of production of the spare parts:
 - 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, drawing, and specifications of the spare parts, if requested.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods during the warranty period.

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

Patent Rights -

Nothing in this Contract shall be deemed to limit or restrict the rights of the Procuring Entity to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the Supplier.

Other Requirements -

- a. **Subcontracting** - The Supplier shall not subcontract, in whole or in part, the work or services required to be performed

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under this Project without the prior written consent of the Procuring Entity.

- b. **Service Standard** - The Supplier shall devote, with utmost efficiency and effectiveness, its skills/ knowledge, undivided attention, and the best of its ability to the performance/fulfillment of its obligations under this Project in accordance with the best professional standards. The Supplier shall exercise all reasonable skills, care, and diligence in the discharge of its services, and shall always work in the best interests of the Procuring Entity. To this end, the Supplier shall provide such personnel, with the required qualifications and experience, towards the efficient fulfillment of the services herein required.
- c. **Confidentiality** - The Supplier agrees and acknowledges that the services covered by this Project may expose the Procuring Entity to confidential information and that any disclosure of such information may subject the Procuring Entity to financial, material and operational loss. Therefore, the Supplier hereby agrees as follows:
 - i. The Supplier shall protect all confidential information which the Procuring Entity provides to it (whether orally, in writing or in any other form) using the same standards as the Supplier applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access.
 - ii. The Supplier, or any of its employees, agents, or representatives, shall not, either during the term of this Contract or at anytime thereafter, reveal, disclose, or furnish, in any manner, to any person, firm or corporation any information, document, method, design, or material relating to the Procuring Entity, or which otherwise are in the Procuring Entity's possession or custody, which the Supplier or other members of its work staff/team, or its employees, agents, or representatives may have acquired or which came to its/ their knowledge or possession by reason of this Contract.
 - iii. If any of the Supplier's employees, agents, or representatives, who has previously rendered services to the Procuring Entity,

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	<p>resigned or disengaged from the Supplier during the subsistence of this contract, the Contractor must inform the Procuring Entity of such fact within five (5) calendar days from resignation or disengagement of said employee, agent, or representative. The terms of confidentiality shall apply and bind the resigned or disengaged employee, agents, or representatives of the Supplier who have acquired confidential information by reason of their previous relation with the Supplier. The Supplier shall be liable for damages or injury to the Procuring Entity resulting from disclosure by them of such information, document, method, design, or material.</p> <p>iv. The Supplier shall comply with the provisions of the Data Privacy Act, its Implementing Rules and Regulations and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Project, as may be applicable. The Supplier strictly prohibited from accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the Procuring Entity.</p> <p>v. The Supplier shall be liable for any disclosure of confidential information by its employees, agents, or representatives and other violations under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the Procuring Entity.</p> <p>vi. All data and information related to the Project furnished by the Procuring Entity to the Supplier shall be treated with strict confidentiality and shall be returned to the Procuring Entity upon completion of the works without need of demand. The same shall not be released to third parties without the written consent of the Procuring Entity.</p> <p>vii. The Supplier agrees to assume sole responsibility and hereby undertakes to indemnify the Procuring Entity, for any damage, which the Procuring Entity may sustain by reason of breach of any of the above conditions.</p> <p>viii. The Supplier and its project staff may be required by the Procuring Entity to sign a confidentiality or non-disclosure agreement.</p>
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- d. **Relation of the Parties** - Subject to the limitation imposed on the Supplier with respect to the replacement of personnel as mentioned above, the Supplier shall be free to use any means and methods not contrary to law, regulations and the provisions and the spirit of this Contract, which it believes will best enable it to perform the contracted services. The Supplier shall not be subject to control and supervision of the Procuring Entity insofar as the means and methods to be employed by the Supplier, it being understood that the Procuring Entity is interested only in the results of the Supplier's work under this Contract. The Procuring Entity shall have the exclusive right to decide any and all questions which may arise as to the quality or acceptability of the contracted services rendered by the Supplier.
- e. **Event of Default** - The Supplier shall be considered in default in the event that the Supplier or any of its personnel assigned in the Procuring Entity violates or breaches any of the terms and conditions of the Contract, which includes neglecting to perform and deliver in a timely manner any of the work, duties, functions, responsibilities or obligations stipulated herein, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner.
- f. **Retention Right** - The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity including, but not limited to, those left with the Procuring Entity by or for the account of the Supplier. The Procuring Entity is hereby given the right to retain the same to guarantee the payment or performance of any obligation or liability, contingent or otherwise, on the part of the Supplier under the Contract.
- g. **Exercise of Rights** -
- i. **Alternative Remedies** - The Procuring Entity shall have the right to exercise alternatively, concurrently or cumulatively all the rights and remedies now or hereafter available under the Contract, such as, but not limited to, the forfeiture of the Supplier's Performance Security, as well as the availment by the Procuring Entity of other remedies under other applicable laws, rules and regulations.
- ii. **Non-Waiver of Rights** - The failure of the Procuring Entity to

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insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the Procuring Entity may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which shall continue to be in full force and effect.

No waiver by the Procuring Entity of any of its rights hereunder shall be binding or deemed to have been made unless expressed in writing and signed by the Procuring Entity through its duly authorized agents.

h. Miscellaneous Provisions –

i. **Severability** – If any provision of the Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

iii. **Binding Effect/Assignment of Rights** – The Contract shall be binding upon the Supplier, its partners, successors-in-interest, legal representatives and assigns. The foregoing notwithstanding, the Service Provider shall not in any way assign or transfer its rights and obligations under the Contract without the written approval of the Procuring Entity.



iii. **Entire Agreement** – The provisions of this SCC, together with all the documents attached and/or incorporated thereto, and/or referred to therein, constitutes the entire obligation of the parties with respect to the subject matter hereof and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this transaction.

For this reason, the parties shall endeavor to interpret the various provisions of this SCC and other related Bid Documents in a manner that will render all of those provisions valid and enforceable. In case of conflict between the provisions of the Bid Documents and the provisions laid out in this SCC, the latter shall prevail.

iv. **Other Documents** – The parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of the Contract.

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	<p>v. Transfer of Location - The transfer of the principal office of either party to any place, area or building in Metro Manila shall not affect the terms and conditions of the Contract.</p> <p>vi. OGCC Review - The provisions of this SCC shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review prior to execution pursuant to Memorandum Circular No. 2018-02 issued by the Governance Commission for Government Owned and Controlled Corporations. Any and all comments of the OGCC as a result of its review shall be deemed incorporated in this SSC, as may be appropriate.</p> <p>vii. Dispute Resolution - Any dispute, disagreement or controversy arising from the implementation of this Project shall be discussed, resolved, and settled amicably by the parties.</p> <p>In the event that the parties fail to reach an agreement within thirty (30) calendar days from the commencement of the discussion, such dispute, controversy or claim arising from, or relating to, this contract, shall be submitted to arbitration pursuant to the provisions of Section 59 of the IRR of R.A. No. 9184.</p> <p>Should it become inevitable for the parties to avail the remedies in the court of law, all legal actions relating to, arising from, or in connection with, this Project shall be filed with the appropriate court in the City of Makati to the exclusion of other courts of equal jurisdiction.</p> <p>In the event that the Procuring Entity is compelled to seek judicial relief to enforce the provisions of the contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.</p>
2.2	<p>Terms of Payment:</p> <p>a. In consideration of the required services to be provided by the Supplier to the Procuring Entity by reason of this Contract, as well as its compliance with all the terms and conditions of this Contract, the Procuring Entity agrees to pay the Contractor the amount of _____ (Php _____), Philippine currency, inclusive of all</p>

	<p>applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the incidental services, materials, equipment, accommodation, and operational expenses, and the remedying of any defects therein.</p> <p>b. The payment shall be made by the Procuring Entity not later than ten (10) working days from receipt of the billing statement, and after issuance by the Procuring Entity of the Certificate of Completion of the Project. Completion shall be understood to mean compliance by the Supplier of all of the standards/requirements set by the Procuring Entity for the Project. For purposes of this provision, the Supplier hereby acknowledges that the Procuring Entity shall be the final arbiter on the acceptability and sufficiency of the Supplier's deliverables and completed outputs.</p> <p>The payment made under this Contract shall be net of any and all amounts required by law or this Contract to be retained by the Procuring Entity or paid by or charged against the Supplier under the terms of this Contract, and subject to the Procuring Entity's and government accounting rules and regulations which shall include, among others, the Commission on Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government).</p> <p>c. The Procuring Entity, at no additional cost to it, has the option to amend or modify the schedule provided above.</p>
3.	<p>Performance Security:</p> <p>The performance security posted in favor of the Procuring Entity in the form prescribed by law must be valid, sufficient, and effective for the entire Contract/Project Duration, inclusive of change order/extra work order/variation order, if any. The Supplier shall cause the extension of the validity of the performance security and its sufficiency to cover the approved contract time extension, if any, until the issuance by the Procuring Entity of the certificate of completion of the Project. The Supplier shall furnish the Procuring Entity with the corresponding proof thereof prior to the commencement of the contract time extension/change order/extra work/variation order, as the case may be.</p>

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The Supplier shall cause the extension of the validity of the performance security to cover the approved contract time extension, if any, and furnish the Procuring Entity with the corresponding proof thereof.

In the event that the performance security posted by the Supplier would be deemed inadequate, unacceptable, or otherwise rendered unenforceable or invalid at any time prior to the issuance of the Certificate of Completion, the Procuring Entity shall have the right to require the Contractor, and the Supplier shall have the obligation, to post another performance security in the form and amount determined by the Procuring Entity and allowed under existing laws and regulations.

If the performance security falls below the minimum amount required at any time prior to the issuance of the certificate of full completion, the Supplier shall post additional performance security to bring it to the required level.

The performance security shall answer for any damage that the Procuring Entity may suffer by reason of the Supplier's default of any of its obligations and/or breach of the terms and conditions of this Contract and shall likewise guarantee payment for any loss, damage, or injury that may be caused by the Supplier to the Procuring Entity, its employees and guests. Any changes made in this Contract shall in no way annul, release or affect the liability of the Supplier and the performance security.

The performance security shall only be released upon the Procuring Entity's issuance of the Certificate of Completion, which Certificate shall be issued only after the Supplier's full and faithful performance of its obligations under this Contract, and subject to the following conditions:

- The Procuring Entity has no claim against the Supplier or the surety company;
- The Procuring Entity has no claim for labor and materials against the Supplier; and
- The Supplier has faithfully and completely performed its obligations under this Project.

The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier, which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity, including without limitation to those left with the Procuring



	<p>Entity by or for the account of the Supplier. The Procuring Entity is given the right to retain the same to guarantee the payment or performance of any and all liability of the Supplier under this Project, contingent or otherwise, which the Procuring Entity may be held jointly or solidarily liable.</p>
4.	<p>Inspection and Test:</p> <p>The inspections and tests shall be conducted at the Project Site (SSS Bldg., 6782 Ayala Ave., cor. Rufino St., Makati City) by the Procuring Entity's Administrative Services Group to determine whether the subject vehicle faithfully meets the minimum requirements specified for the Project.</p>
5.	<p>Warranty:</p> <p>To assure that defects on the subject vehicles shall be corrected by the Supplier, the Supplier shall provide a three (3) year warranty or 100,000 kilometers, whichever comes first, on the subject vehicles which shall be reckoned from the date of the Procuring Entity's issuance of the Certificate of Completion of the Project.</p> <p>To ensure the full and faithful compliance by the Supplier of all the terms and conditions of this Contract as well as to cover for any defects on the Project, a retention money or a special bank guarantee equivalent to at least one percent (1%) of the total amount due to the Supplier shall be deducted/retained or posted in favor of the Procuring Entity by the Supplier.</p> <p>The retention money or the special bank guarantee shall be released to the Supplier only after the Procuring Entity shall have issued a Certificate of Full Acceptance for the Project, which Certificate shall be issued only after the lapse of the warranty period; and provided, further, that the Project delivered and supplied under this Contract, are free from patent and latent defects, and all conditions imposed under this Contract have been fully met.</p> <p>The Supplier also warrants to the Procuring Entity that:</p> <ul style="list-style-type: none"> • It warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, the subject vehicles against incompatibilities or any defect, hidden, inherent, or otherwise, which would render them unfit for the use for which it is intended, or which would diminish the fitness of its use to the extent that, had the Procuring Entity been aware thereof, it would not have acquired/accepted the same.

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It also warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, that the subject vehicles shall be free from any defects arising from poor design/ workmanship, inferior/substandard materials, or from any negligent act or omission of the Supplier that may develop during the normal use of the same.

- The acceptance of the Project by the Procuring Entity shall not, at any given time, be deemed a waiver of any causes of action which the Procuring Entity may subsequently exercise by reason of any defect maintenance and support services provided by the Supplier.

Further, the Supplier represents to the Procuring Entity that:

1. TECHNICAL REPRESENTATIONS

- The vehicles supplied under this Contract are brand new, unused, of the most recent models, and that it incorporates all recent improvements in design and materials.
- It has full knowledge of the extent of work needed for the successful implementation of the Project; and that, it shall conform strictly with all the terms and conditions of this Contract.

2. LEGAL REPRESENTATIONS

- It is a domestic corporation duly organized and registered, validly existing, and in good standing under the laws of the Republic of the Philippines.
- It has full legal power, authority, and right to carry on its present business. The Supplier further represents that its representative M. _____ has full legal power to sign, execute, and deliver this Contract; and that, the Supplier will comply, perform and observe the terms and conditions hereof.

✓ *[Handwritten signature]*

- All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- This Contract, when executed and delivered, will be legal, valid, and enforceable in accordance with its terms.
- It is duly authorized to provide, sell, and deliver the vehicles supplied; and that, the continuous use thereof by the Procuring Entity would not amount to infringement of any patent or copyright therein. For this purpose, the Contractor shall issue in favor of the Procuring Entity a valid certificate of Car Dealership/Distributorship .
- To the knowledge of the Supplier, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the Supplier or the Supplier's ability to comply with the terms and conditions of this Contract.

If the Supplier should thereafter learn of the existence or occurrence of the same, the Supplier undertakes to report such fact to the Procuring Entity within five (5) calendar days therefrom.

Failure to do so shall constitute sufficient ground for the cancellation of this Contract and the enforcement of remedies which the Procuring Entity may exercise under this Contract, pertinent laws, rules, and regulations.

- The obligation of the Supplier under this Contract, and other ancillary documents which may be executed in connection herewith, shall constitute its direct, absolute, and unconditional obligation.
- In line with Executive Order No. 398, Series of 2005, the Supplier warrants and certifies that it is free and clear of all tax liabilities to the government. Further, it binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the Procuring Entity to suspend payment for any goods and services delivered by the Supplier. Towards this, the Contractor shall regularly present to the Procuring Entity its tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR

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and duly validated with the tax payments made thereon.

6.

Liability of the Contractor:

In the event that the Supplier violates or breaches any of the terms and conditions of the contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner, the Supplier shall be liable in any or all of the following consequences of default:

- a. **Forfeiture of Performance Security** - The performance security shall be forfeited in favor of the Procuring Entity in the event that the Supplier is in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful or negligent act or omission of the Supplier or any of the Supplier's representative.

- b. **Liquidated Damages and Penalties** - The Supplier shall, without need of demand, be liable for damages for such default and shall pay the Procuring Entity liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the Procuring Entity of any such delay or inability by the Supplier to deliver its obligations reaches 10% of the contract price, the Procuring Entity may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, or (ii) allow the Supplier to continue and complete the Project subject to continuous accrual and imposition of liquidated damages at the rate herein prescribed until such services are finally delivered and accepted by the Procuring Entity.

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The Procuring Entity need not prove that it has incurred actual damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the Supplier under the terms of the contract and/or from the securities/warranties filed/submitted by the Service Provider as the Procuring Entity may deem convenient and expeditious under the prevailing circumstances.

- c. **Stoppage of Work/Payment** - The Procuring Entity shall have the right to stop, in whole or in part, any of the work or payment due under the contract in the event of default on the part of the Supplier to perform its obligations under the contract.
- d. **Take-over of Contract** - The Procuring Entity shall have the right to procure/engage, upon such terms and manners as the Procuring Entity shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the contractor pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another contractor shall be for the exclusive account of the Supplier. The Supplier shall likewise be liable to pay for all the incremental expenses that the Procuring Entity may incur to fully complete the Project.
- e. **Termination of Contract** - In the event that such delay, default, failure or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the Procuring Entity shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

Upon the commencement of the termination, the Supplier shall stop the work immediately, in case no prior work stoppage has been issued by the Procuring Entity against the Supplier. The Supplier shall also turn over all documents/records which came to its possession by reason of the contract.

- f. **Blacklisting of the Supplier** - Upon termination of the contract due to default of the Supplier, the Procuring Entity shall have the right to issue a Blacklisting Order disqualifying the Supplier from participating in the bidding of all government projects

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during the period of suspension.

g. **Non-exclusivity** - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

h. **Indemnity** - The Supplier agrees to indemnify the Procuring Entity against any and all loss, injury or damage either to person or property which the Procuring Entity may suffer by reason of the willful misconduct, unlawful or negligent act or omission of the Supplier or any of its personnel or representative.

The indemnity required herein shall be in addition to the foregoing remedies and sanctions which the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

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CONTRACT
(Procurement of Passenger Van)

This *Contract Agreement* (hereinafter referred to as the "**Contract**"), made and entered, into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), a government instrumentality created and existing by virtue of Republic Act No. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, hereinafter referred to as the "**PROCURING ENTITY**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "A"**

- and -

_____, hereinafter referred as the **SUPPLIER**, a corporation duly organized and existing by virtue of the laws of the Philippines, with principal office address at _____, duly represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "B"**

The **PROCURING ENTITY** and the **SUPPLIER** shall be collectively referred to as the "**PARTIES**"

ANTECEDENTS

The **PROCURING ENTITY** needs to procure one (1) unit of passenger van (hereinafter referred to as the "Project") in accordance with the minimum requirements stated in the Terms of Reference;

A public bidding was conducted by the **PROCURING ENTITY** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

In the public bidding held for the purpose, and after due evaluation and conduct of post-qualification, the **SUPPLIER's** bid in the amount of **PESOS: _____ (Php. _____)**, **Philippine currency**, was found to be the Lowest Calculated and Responsive Bid, and offered the most advantageous terms and conditions to the **PROCURING ENTITY**;

✓ *[Handwritten Signature]*

The procurement of the services of the **SUPPLIER** was included in the _____ PDIC Corporate Operating Budget pursuant to Board Resolution No. _____ dated _____, and the fund for the approved budget has been allotted, set aside, and made available for the said services, as evidenced by a Certification for Budget and Fund Availability, which is attached as **Annex "C"** of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree, as follows:

1. **Definitions** - In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below.
2. **Documents Incorporated** - The following documents attached to this Contract shall be deemed to form, be read, and construed as part of the Contract, viz:
 - Philippine Bidding Documents (PBDs);
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - Performance Security;
 - Notice of Award of Contract; and
 - Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as specified in Clause 2.2 of the Special Conditions of the Contract, the **SUPPLIER** hereby covenants with the **PROCURING ENTITY** to supply and deliver one (1) unit of passenger van, and to remedy defects therein in conformity in all respects with the SCC.
4. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the required 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 in the SCC.
5. This Contract, together with General Conditions of the Contract and Special Conditions of the Contract of the Philippine Bidding Documents issued/posted

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for the Project, including all other documents specified in Section 2 hereof, constitute the entire obligation of the PARTIES with respect to the subject matter hereof, and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this Project.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION
PROCURING ENTITY**

By:

Date: _____
Place: _____

SUPPLIER

By:

Date: _____
Place: _____

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

BEFORE ME, a Notary Public, for and in the City of Makati on this __ day of _____, 2020, appeared personally the following:

Name Government ID Nos. Date/Place Issued

PHILIPPINE DEPOSIT
INSURANCE CORPORATION
Represented by:

Represented by:

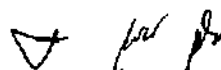
Known to me and to me known to be the same person who executed the foregoing document and they acknowledged to me that the same is their free and voluntary act and deed as well as the corporation they represent, and that they are duly authorized to sign the same.

This instrument refers to a *CONTRACT AGREEMENT (Procurement of Passenger Van)* consisting of _____ (____) pages, including this page where the acknowledgment is written, signed on each and every page thereof by the party and their instrumental witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020."



C Asian Utility Vehicle (4 units)

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

Special Conditions of Contract

GCC Clause																		
1.	Scope of Contract:																	
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		unleaded to 100% premium gasoline or 20% bio-diesel to 100% premium diesel.
V.	Number of Doors	Five (5)
VI.	Transmission	At least 4 speed, A/T normal drive, (+)1,2,3,4...auto-shift low/high gear, reverse drive.
VII.	Steering Type	Rack and pinion; electronic type
VIII.	Brake System	Basic Hydro-Vac fluid piston wheel cylinder and caliper type with anti-lock sensor
	• Front	Ventilated Discs Brakes
	• Rear	Drum Brakes
IX.	Suspension System:	Front Independent Coil Spring and Shock Absorber Duo. Rear either Leaf Spring and Shock Absorber Duo-Torsion I-Beam or Independent Coil Spring and Shock Absorber Duo Suspension
	• Front	Heavy-duty coil spring-shock absorber duo
	• Rear	Leaf-spring-shock absorber duo
X.	Tire Size:	At least 215/60 R17
XI.	Seating Capacity	At least Seven (7)
XII.	Color	Light Monotone
XIII.	Steering Wheel	Basic leather grained PVC or non-sag plastic-rubber or Rhino horn moulded steel steering wheel with additional leather liner for the higher end version. (leather type is usually for high end variant)with functional audio and telephone button piece.
XIV.	Max Output (HP)	At least 102HP or 6,000RPM/Maximum Torque 134Nm or 4,200RPM - 1:1 Engine horsepower to body weight ratio output capacity.
XV.	Max Torque (Nm)	At least 134Nm or 4,200RPM
XVI.	Accessories and Safety	• Headlamps-LED with

<p>Features</p>	<p>Line Guide. Front Foglamps. Rear window defogger. Rear Reflector. Rear Combination Lamps. High Mount Stop Lamp.</p> <ul style="list-style-type: none"> • SRS Airbags-Driver-Passenger Front Side and Curtain Shield, Seat Belts, Child Lock and restraint Protection . • Seatbelts, active stability control, traction control, Hill start assist, ISOFIX, Tether anchors passenger seats equipped with head rests
<p>XVII. Airconditioning System</p> <p>Front : Rear:</p>	<p>Automatic Blower</p>
<p>XVIII. Audio System</p>	<p>Latest in audio systems - basic touch screen, 7" Display Audio with CD/MP3, AUX, USB, Bluetooth, and Weblink Connectivity for iOS/Android</p>
<p>XIX. Standard Inclusions</p>	<p>For high end variant</p>
<p>XX. Other requirements:</p> <ul style="list-style-type: none"> • Service Center 	<p>At least two (2) within Makati City area or located not more than 5 kms away from the PDIC Ayala premises</p>
<ul style="list-style-type: none"> • LTO Registration and Insurance 	<p>Five (5) year registration and Third Party Liability Insurance</p>
<p>Delivery Period -</p> <p>The Supplier shall fully and faithfully perform, undertake, and accomplish to the satisfaction of the Procuring Entity the supply and delivery of the vehicle referred to herein and in accordance with the minimum specifications mentioned above within thirty (30) calendar days from receipt of the Notice to Proceed.</p>	

Incidental Services –

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

- a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- b. 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 Contractor of any warranty obligations under this Contract; and
- c. Render any and all services necessary for the successful implementation of the Project.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. Such spare parts as the Procuring Entity may elect to purchase from the Supplier provided that this election shall not relieve Supplier of any warranty obligations under this Contract; and
- b. In the event of termination of production of the spare parts:
 - 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, drawing, and specifications of the spare parts, if requested.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods during the warranty period.

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

Patent Rights -

Nothing in this Contract shall be deemed to limit or restrict the rights of the Procuring Entity to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the Supplier.

Other Requirements -

- a. **Subcontracting** - The Supplier shall not subcontract, in whole or in part, the work or services required to be performed under this Project without the prior written consent of the Procuring Entity.
- b. **Service Standard** - The Supplier shall devote, with utmost efficiency and effectiveness, its skills/ knowledge, undivided attention, and the best of its ability to the performance/fulfillment of its obligations under this Project in accordance with the best professional standards. The Supplier shall exercise all reasonable skills, care, and diligence in the discharge of its services, and shall always work in the best interests of the Procuring Entity. To this end, the Supplier shall provide such personnel, with the required qualifications and experience, towards the efficient fulfillment of the services herein required.
- c. **Confidentiality** - The Supplier agrees and acknowledges that the services covered by this Project may expose the Procuring Entity to confidential information and that any disclosure of such information may subject the Procuring Entity to financial, material and operational loss. Therefore, the Supplier hereby agrees as follows:
 - i. The Supplier shall protect all confidential information which the Procuring Entity provides to it (whether orally, in writing or in any other form) using the same standards as the Supplier applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or

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	<p>access.</p>
	<p>ii. The Supplier, or any of its employees, agents, or representatives, shall not, either during the term of this Contract or at anytime thereafter, reveal, disclose, or furnish, in any manner, to any person, firm or corporation any information, document, method, design, or material relating to the Procuring Entity, or which otherwise are in the Procuring Entity's possession or custody, which the Supplier or other members of its work staff/team, or its employees, agents, or representatives may have acquired or which came to its/ their knowledge or possession by reason of this Contract.</p>
	<p>iii. If any of the Supplier's employees, agents, or representatives, who has previously rendered services to the Procuring Entity, resigned or disengaged from the Supplier during the subsistence of this contract, the Contractor must inform the Procuring Entity of such fact within five (5) calendar days from resignation or disengagement of said employee, agent, or representative. The terms of confidentiality shall apply and bind the resigned or disengaged employee, agents, or representatives of the Supplier who have acquired confidential information by reason of their previous relation with the Supplier. The Supplier shall be liable for damages or injury to the Procuring Entity resulting from disclosure by them of such information, document, method, design, or material.</p>
	<p>iv. The Supplier shall comply with the provisions of the Data Privacy Act, its Implementing Rules and Regulations and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Project, as may be applicable. The Supplier strictly prohibited from accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the Procuring Entity.</p>
	<p>v. The Supplier shall be liable for any disclosure of confidential information by its employees, agents, or representatives and other violations under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the Procuring Entity.</p>
	<p>vi. All data and information related to the Project furnished by</p>

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the Procuring Entity to the Supplier shall be treated with strict confidentiality and shall be returned to the Procuring Entity upon completion of the works without need of demand. The same shall not be released to third parties without the written consent of the Procuring Entity.

vii. The Supplier agrees to assume sole responsibility and hereby undertakes to indemnify the Procuring Entity, for any damage, which the Procuring Entity may sustain by reason of breach of any of the above conditions.

viii. The Supplier and its project staff may be required by the Procuring Entity to sign a confidentiality or non-disclosure agreement.

d. **Relation of the Parties** - Subject to the limitation imposed on the Supplier with respect to the replacement of personnel as mentioned above, the Supplier shall be free to use any means and methods not contrary to law, regulations and the provisions and the spirit of this Contract, which it believes will best enable it to perform the contracted services. The Supplier shall not be subject to control and supervision of the Procuring Entity insofar as the means and methods to be employed by the Supplier, it being understood that the Procuring Entity is interested only in the results of the Supplier's work under this Contract. The Procuring Entity shall have the exclusive right to decide any and all questions which may arise as to the quality or acceptability of the contracted services rendered by the Supplier.

e. **Event of Default** – The Supplier shall be considered in default in the event that the Supplier or any of its personnel assigned in the Procuring Entity violates or breaches any of the terms and conditions of the Contract, which includes neglecting to perform and deliver in a timely manner any of the work, duties, functions, responsibilities or obligations stipulated herein, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner.

f. **Retention Right** – The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity including, but not limited to, those left with the Procuring Entity by or for the account of the Supplier. The Procuring Entity is hereby given



the right to retain the same to guarantee the payment or performance of any obligation or liability, contingent or otherwise, on the part of the Supplier under the Contract.

g. Exercise of Rights –

i. **Alternative Remedies** – The Procuring Entity shall have the right to exercise alternatively, concurrently or cumulatively all the rights and remedies now or hereafter available under the Contract, such as, but not limited to, the forfeiture of the Supplier's Performance Security, as well as the availment by the Procuring Entity of other remedies under other applicable laws, rules and regulations.

ii. **Non-Waiver of Rights** – The failure of the Procuring Entity to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the Procuring Entity may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which shall continue to be in full force and effect.

No waiver by the Procuring Entity of any of its rights hereunder shall be binding or deemed to have been made unless expressed in writing and signed by the Procuring Entity through its duly authorized agents.

h. Miscellaneous Provisions –

i. **Severability** – If any provision of the Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

iii. **Binding Effect/Assignment of Rights** – The Contract shall be binding upon the Supplier, its partners, successors-in-interest, legal representatives and assigns. The foregoing notwithstanding, the Service Provider shall not in any way assign or transfer its rights and obligations under the Contract without the written approval of the Procuring Entity.

iii. **Entire Agreement** – The provisions of this SCC, together with all the documents attached and/or incorporated thereto, and/or referred to therein, constitutes the entire obligation of

the parties with respect to the subject matter hereof and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this transaction.

For this reason, the parties shall endeavor to interpret the various provisions of this SCC and other related Bid Documents in a manner that will render all of those provisions valid and enforceable. In case of conflict between the provisions of the Bid Documents and the provisions laid out in this SCC, the latter shall prevail.

- iv. **Other Documents** – The parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of the Contract.
- v. **Transfer of Location** - The transfer of the principal office of either party to any place, area or building in Metro Manila shall not affect the terms and conditions of the Contract.
- vi. **OGCC Review** - The provisions of this SCC shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review prior to execution pursuant to Memorandum Circular No. 2018-02 issued by the Governance Commission for Government Owned and Controlled Corporations. Any and all comments of the OGCC as a result of its review shall be deemed incorporated in this SCC, as may be appropriate.
- vii. **Dispute Resolution** - Any dispute, disagreement or controversy arising from the implementation of this Project shall be discussed, resolved, and settled amicably by the parties.

In the event that the parties fail to reach an agreement within thirty (30) calendar days from the commencement of the discussion, such dispute, controversy or claim arising from, or relating to, this contract, shall be submitted to arbitration pursuant to the provisions of Section 59 of the IRR of R.A. No. 9184.

Should it become inevitable for the parties to avail the remedies in the court of law, all legal actions relating to, arising from, or in connection with, this Project shall be filed with the appropriate court in the City of Makati to the exclusion of other courts of equal jurisdiction.

In the event that the Procuring Entity is compelled to seek judicial relief to enforce the provisions of the contract, it shall

	<p>be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.</p>
2.2	<p>Terms of Payment:</p> <p>a. In consideration of the required services to be provided by the Supplier to the Procuring Entity by reason of this Contract, as well as its compliance with all the terms and conditions of this Contract, the Procuring Entity agrees to pay the Contractor the amount of _____ (Php _____), Philippine currency, inclusive of all applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the incidental services, materials, equipment, accommodation, and operational expenses, and the remedying of any defects therein.</p> <p>b. The payment shall be made by the Procuring Entity not later than ten (10) working days from receipt of the billing statement, and after issuance by the Procuring Entity of the Certificate of Completion of the Project. Completion shall be understood to mean compliance by the Supplier of all of the standards/requirements set by the Procuring Entity for the Project. For purposes of this provision, the Supplier hereby acknowledges that the Procuring Entity shall be the final arbiter on the acceptability and sufficiency of the Supplier's deliverables and completed outputs.</p> <p>The payment made under this Contract shall be net of any and all amounts required by law or this Contract to be retained by the Procuring Entity or paid by or charged against the Supplier under the terms of this Contract, and subject to the Procuring Entity's and government accounting rules and regulations which shall include, among others, the Commission on Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government).</p> <p>c. The Procuring Entity, at no additional cost to it, has the option to amend or modify the schedule provided above.</p>

3.

Performance Security:

The performance security posted in favor of the Procuring Entity in the form prescribed by law must be valid, sufficient, and effective for the entire Contract/Project Duration, inclusive of change order/extra work order/variation order, if any. The Supplier shall cause the extension of the validity of the performance security and its sufficiency to cover the approved contract time extension, if any, until the issuance by the Procuring Entity of the certificate of completion of the Project. The Supplier shall furnish the Procuring Entity with the corresponding proof thereof prior to the commencement of the contract time extension/change order/extra work/variation order, as the case may be.

The Supplier shall cause the extension of the validity of the performance security to cover the approved contract time extension, if any, and furnish the Procuring Entity with the corresponding proof thereof.

In the event that the performance security posted by the Supplier would be deemed inadequate, unacceptable, or otherwise rendered unenforceable or invalid at any time prior to the issuance of the Certificate of Completion, the Procuring Entity shall have the right to require the Contractor, and the Supplier shall have the obligation, to post another performance security in the form and amount determined by the Procuring Entity and allowed under existing laws and regulations.

If the performance security falls below the minimum amount required at any time prior to the issuance of the certificate of full completion, the Supplier shall post additional performance security to bring it to the required level.

The performance security shall answer for any damage that the Procuring Entity may suffer by reason of the Supplier's default of any of its obligations and/or breach of the terms and conditions of this Contract and shall likewise guarantee payment for any loss, damage, or injury that may be caused by the Supplier to the Procuring Entity, its employees and guests. Any changes made in this Contract shall in no way annul, release or affect the liability of the Supplier and the performance security.

The performance security shall only be released upon the Procuring Entity's issuance of the Certificate of Completion, which Certificate shall be issued only after the Supplier's full and faithful performance of its obligations under this Contract, and subject to the following

	<p>conditions:</p> <ul style="list-style-type: none"> • The Procuring Entity has no claim against the Supplier or the surety company; • The Procuring Entity has no claim for labor and materials against the Supplier; and • The Supplier has faithfully and completely performed its obligations under this Project. <p>The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier, which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity, including without limitation to those left with the Procuring Entity by or for the account of the Supplier. The Procuring Entity is given the right to retain the same to guarantee the payment or performance of any and all liability of the Supplier under this Project, contingent or otherwise, which the Procuring Entity may be held jointly or solidarily liable.</p>
4.	<p>Inspection and Test:</p> <p>The inspections and tests shall be conducted at the Project Site (SSS Bldg., 6782 Ayala Ave., cor. Rufino St., Makati City) by the Procuring Entity's Administrative Services Group to determine whether the subject vehicle faithfully meets the minimum requirements specified for the Project.</p>
5.	<p>Warranty:</p> <p>To assure that defects on the subject vehicles shall be corrected by the Supplier, the Supplier shall provide a three (3) year warranty or 100,000 kilometers, whichever comes first, on the subject vehicles which shall be reckoned from the date of the Procuring Entity's issuance of the Certificate of Completion of the Project.</p> <p>To ensure the full and faithful compliance by the Supplier of all the terms and conditions of this Contract as well as to cover for any defects on the Project, a retention money or a special bank guarantee equivalent to at least one percent (1%) of the total amount due to the Supplier shall be deducted/retained or posted in favor of the Procuring Entity by the Supplier.</p> <p>The retention money or the special bank guarantee shall be released to the Supplier only after the Procuring Entity shall have issued a Certificate of Full Acceptance for the Project, which Certificate shall be issued only after the lapse of the warranty period; and provided, further, that the Project delivered and</p>

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supplied under this Contract, are free from patent and latent defects, and all conditions imposed under this Contract have been fully met.

The Supplier also warrants to the Procuring Entity that:

- It warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, the subject vehicles against incompatibilities or any defect, hidden, inherent, or otherwise, which would render them unfit for the use for which it is intended, or which would diminish the fitness of its use to the extent that, had the Procuring Entity been aware thereof, it would not have acquired/accepted the same.

It also warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, that the subject vehicles shall be free from any defects arising from poor design/ workmanship, inferior/substandard materials, or from any negligent act or omission of the Supplier that may develop during the normal use of the same.

- The acceptance of the Project by the Procuring Entity shall not, at any given time, be deemed a waiver of any causes of action which the Procuring Entity may subsequently exercise by reason of any defect maintenance and support services provided by the Supplier.

Further, the Supplier represents to the Procuring Entity that:

1. TECHNICAL REPRESENTATIONS

- The vehicles supplied under this Contract are brand new, unused, of the most recent models, and that it incorporates all recent improvements in design and materials.
- It has full knowledge of the extent of work needed for the successful implementation of the Project; and that, it shall conform strictly with all the terms and conditions of this Contract.

2. LEGAL REPRESENTATIONS

- It is a domestic corporation duly organized and registered, validly existing, and in good standing under the laws of the Republic of the Philippines.
- It has full legal power, authority, and right to carry on its present business. The Supplier further represents that its representative M. _____ has full legal power to sign, execute, and deliver this Contract; and that, the Supplier will comply, perform and observe the terms and conditions hereof.
- All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- This Contract, when executed and delivered, will be legal, valid, and enforceable in accordance with its terms.
- It is duly authorized to provide, sell, and deliver the vehicles supplied; and that, the continuous use thereof by the Procuring Entity would not amount to infringement of any patent or copyright therein. For this purpose, the Contractor shall issue in favor of the Procuring Entity a valid certificate of Car Dealership/Distributorship .
- To the knowledge of the Supplier, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the Supplier or the Supplier's ability to comply with the terms and conditions of this Contract.

If the Supplier should thereafter learn of the existence or occurrence of the same, the Supplier undertakes to report such fact to the Procuring Entity within five (5) calendar days therefrom.

Failure to do so shall constitute sufficient ground for the cancellation of this Contract and the enforcement of remedies which the Procuring Entity may exercise under this Contract, pertinent laws, rules, and regulations.

- The obligation of the Supplier under this Contract, and other ancillary documents which may be executed in

	<p>connection herewith, shall constitute its direct, absolute, and unconditional obligation.</p> <ul style="list-style-type: none"> • In line with Executive Order No. 398, Series of 2005, the Supplier warrants and certifies that it is free and clear of all tax liabilities to the government. Further, it binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the Procuring Entity to suspend payment for any goods and services delivered by the Supplier. Towards this, the Contractor shall regularly present to the Procuring Entity its tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
6.	<p>Liability of the Contractor:</p> <p>In the event that the Supplier violates or breaches any of the terms and conditions of the contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner, the Supplier shall be liable in any or all of the following consequences of default:</p> <ul style="list-style-type: none"> a. Forfeiture of Performance Security - The performance security shall be forfeited in favor of the Procuring Entity in the event that the Supplier is in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful or negligent act or omission of the Supplier or any of the Supplier's representative. b. Liquidated Damages and Penalties - The Supplier shall, without need of demand, be liable for damages for such default and shall pay the Procuring Entity liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the Procuring Entity of any such delay or inability by the Supplier to deliver its obligations reaches 10% of the contract price, the Procuring Entity may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of Republic Act

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(RA) 9184, or (ii) allow the Supplier to continue and complete the Project subject to continuous accrual and imposition of liquidated damages at the rate herein prescribed until such services are finally delivered and accepted by the Procuring Entity.

The Procuring Entity need not prove that it has incurred actual damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the Supplier under the terms of the contract and/or from the securities/warranties filed/submitted by the Service Provider as the Procuring Entity may deem convenient and expeditious under the prevailing circumstances.

c. **Stoppage of Work/Payment** - The Procuring Entity shall have the right to stop, in whole or in part, any of the work or payment due under the contract in the event of default on the part of the Supplier to perform its obligations under the contract.

d. **Take-over of Contract** - The Procuring Entity shall have the right to procure/engage, upon such terms and manners as the Procuring Entity shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the contractor pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another contractor shall be for the exclusive account of the Supplier. The Supplier shall likewise be liable to pay for all the incremental expenses that the Procuring Entity may incur to fully complete the Project.

e. **Termination of Contract** - In the event that such delay, default, failure or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the Procuring Entity shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

Upon the commencement of the termination, the Supplier shall stop the work immediately, in case no prior work stoppage has been issued by the Procuring Entity against the Supplier. The Supplier shall also turn over all documents/records which came to its possession by reason

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of the contract.

- f. **Blacklisting of the Supplier** - Upon termination of the contract due to default of the Supplier, the Procuring Entity shall have the right to issue a Blacklisting Order disqualifying the Supplier from participating in the bidding of all government projects during the period of suspension.
- g. **Non-exclusivity** - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.
- h. **Indemnity** - The Supplier agrees to indemnify the Procuring Entity against any and all loss, injury or damage either to person or property which the Procuring Entity may suffer by reason of the willful misconduct, unlawful or negligent act or omission of the Supplier or any of its personnel or representative.

The indemnity required herein shall be in addition to the foregoing remedies and sanctions which the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

CONTRACT
(Procurement of Asian Utility Vehicles)

This *Contract Agreement* (hereinafter referred to as the "**Contract**"), made and entered, into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), a government instrumentality created and existing by virtue of Republic Act No. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, hereinafter referred to as the "**PROCURING ENTITY**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "A"**

- and -

_____, hereinafter referred as the **SUPPLIER**, a corporation duly organized and existing by virtue of the laws of the Philippines, with principal office address at _____, duly represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "B"**

The **PROCURING ENTITY** and the **SUPPLIER** shall be collectively referred to as the "**PARTIES**"

ANTECEDENTS

The **PROCURING ENTITY** needs to procure four (4) units of Asian Utility Vehicle (hereinafter referred to as the "Project") in accordance with the minimum requirements stated in the Terms of Reference;

A public bidding was conducted by the **PROCURING ENTITY** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

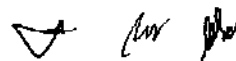
In the public bidding held for the purpose, and after due evaluation and conduct of post-qualification, the **SUPPLIER's** bid in the amount of **PESOS: _____ (Php, _____), Philippine currency.** was found to be the Lowest Calculated and Responsive Bid, and offered the most advantageous terms and conditions to the **PROCURING ENTITY**;

 *Ma. Jo.*

The procurement of the services of the **SUPPLIER** was included in the _____ PDIC Corporate Operating Budget pursuant to Board Resolution No. _____ dated _____, and the fund for the approved budget has been allotted, set aside, and made available for the said services, as evidenced by a Certification for Budget and Fund Availability, which is attached as **Annex "C"** of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree, as follows:

1. **Definitions** - In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below.
2. **Documents Incorporated** - The following documents attached to this agreement shall be deemed to form, be read, and construed as part of the Contract, viz:
 - Philippine Bidding Documents (PBDs);
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - Performance Security;
 - Notice of Award of Contract; and
 - Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as specified in Clause 2.2 of the Special Conditions of the Contract, the **SUPPLIER** hereby covenants with the **PROCURING ENTITY** to supply and deliver four (4) units of Asian Utility Vehicles, and to remedy defects therein in conformity in all respects with the SCC.
4. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the required 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 in the SCC.
5. This Contract, together with General Conditions of the Contract and Special Conditions of the Contract of the Philippine Bidding Documents issued/posted



for the Project, including all other documents specified in Section 2 hereof, constitute the entire obligation of the PARTIES with respect to the subject matter hereof, and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this Project.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION
PROCURING ENTITY**

By:

Date: _____
Place: _____

SUPPLIER

By:

Date: _____
Place: _____

SIGNED IN THE PRESENCE OF:

[Handwritten initials]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

BEFORE ME, a Notary Public, for and in the City of Makati on this ___ day of _____, 2020, appeared personally the following:

Name Government ID Nos. Date/Place Issued

PHILIPPINE DEPOSIT
INSURANCE CORPORATION
Represented by:

Represented by:

Known to me and to me known to be the same person who executed the foregoing document and they acknowledged to me that the same is their free and voluntary act and deed as well as the corporation they represent, and that they are duly authorized to sign the same.

This instrument refers to a **CONTRACT AGREEMENT (Procurement of Asia Utility Vehicles)** consisting of _____ (___) pages, including this page where the acknowledgment is written, signed on each and every page thereof by the party and their instrumental witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020."

▽ M. P.

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."

▽ *md* *plc.*

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

Submitted by: _____

Name and Signature of Authorized Representative

Designation : _____

Date : _____

PS *M*

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 PPD By:

A. Procurement of Two (2) Units – Four (4) Wheel Light Truck Mounted With Aluminum Van

Terms of Reference/Technical Specifications

I. Project Name	2020 - Procurement Thru Public Bidding of Four (4) Wheel Light Truck Mounted With Aluminum Vans Completely Built-Up (CBUs).
II. Quantity	Two (2) units
III. Approved Budget for the Contract	P3,400,000.00 Total or P1,700,000.00 per unit
Type	Intended Use and/or User, and Specifications
Light Delivery Van	Intended Use and/or User: For general urban use where road conditions are generally good Specifications: With an engine displacement not exceeding 4500cc
Market Available Specifications	Detail/s
Diesel engine four (4) wheel light Utility truck	Latest manufacture and model light truck with engine piston displacement of at least 3907, chassis mounted, front tilt-up/pull-down wheel house tractor head engine hood. Basic four (4) cylinder diesel engine certified at least 20% bio-diesel to 100% premium Euro-compliant diesel fuel adaptability. Rear wheel drive.
Aluminum vans specifications	Rectangular box of rigid construction with aluminum sheets and support, plywood or corkboard liner, bolted on chassis cargo bed on top of rear wheels. Rear cargo opening secured by twin shutters and locked levers.
Transmission	5 speed + reverse, gear shift stick manual transmission.
Safety Features	Safety seatbelt with lock, seats with head rests.
Audio System	AM/FM Tuner Radio
Airconditioning System	Wheel house tractor cab ACU equipped for comfort and safety to driver and passengers.
Fuel Tank Capacity	70-80 liters
Seating Capacity	Three (3) passenger capacity (including driver)
Steering	Power steering assist

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Brake system Front/Rear	Basic Hydro-Vac fluid-line to wheel cylinder pistons for rear drum brakes and caliper pistons for front disc brakes.
Suspension System:	
Front	Heavy-duty Coil spring-shock absorber duo
Rear	Heavy-duty multi-leaf spring-shock absorber duo
Tire Size:	
Front	Minimum tire size shall be 119/115L 7.50-R15
Rear	
Estimated Weight of 4-wheeled Light Cargo Vehicle with Closed Delivery Van Type Body:	
Gross vehicle weight (kg.)	3,800kg to 4,400kg.
Payload Capacity (kg.)	2,400kg. to 3,000kg.
Dimension of Body of closed van:	
Length	10 ft. (minimum)
Width	6 ft. (minimum)
Height	6 ft. (minimum)

Minimum Qualification of Bidder	Must have been engaged in the business for the past fifteen (15) years; and Must have a valid certificate of Car Dealership/Distributorship
Service Centers that exclusively provide preventive maintenance and repair services to the particular brand of the vehicle supplied/delivered	At least two (2) within Makati City area or located not more than 5 kms away from the PDIC Ayala premises
Terms of Payment	Within ten (10) working days after issuance of the certificate of completion which certificate shall be issued upon full and complete delivery of the vehicle
Delivery Period	Within thirty (30) calendar days from receipt of Notice to Proceed
LTO Registration	Five (5) year registration and Third Party Liability Insurance
Warranty	Three (3) years or 100,000 kms. whichever comes first
Warranty Security	The warranty shall be covered by either a retention money or special bank guarantee equivalent to at least 1% but not to exceed 5% of the total contract price. The warranty security shall be released only after the lapse of the warranty period.

✓ *11/20*

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 PPD By: Shant

B. One (1) Unit Passenger Van

Terms of Reference/Technical Specifications

I. Project Name	2020 - Procurement thru Public Bidding for the Supply and Delivery of a Passenger Van
II. Number of Unit/s	One (1) Unit ✓
III. Approved Budget for the Contract	P2,369,000.00 ✓
Type	Intended Use and/or User, and Specifications
Passenger Van	Use and/or Users: For transport of personnel/visitors for activities related to education, tourism, trade and investment promotions, banking and finance, foreign affairs, and other official functions Specifications: With an engine displacement not exceeding 2500 cc for gasoline or 3000 cc for diesel ✓
Market Available Specifications	Details
One (1) unit diesel engine - ten (10) passenger capacity van.	Latest model and manufacture with engine displacement of at least 3000 cc, corresponding to 1:1 engine horsepower to payload and body weight ratio, certified adaptable to at least 20% biodiesel - 100% premium Euro-compliant diesel fuel.
Transmission	Basic (6-speed) Automatic Transmission (A/T) drive 1,2,3,4... (+/-) low/high-gear, rear wheel drive.
Suspension:	Front Independent Coil Spring and Shock Absorber Duo. Rear either Leaf Spring and Shock Absorber Duo-Torsion I-Beam or Independent Coil Spring and Shock Absorber Duo Suspension
Front	Heavy-duty coil spring-shock absorber duo
Rear	Leaf-spring-shock absorber duo
Steering Type	Standard power steering wheel and column, rack and pinion.
Brakes:	Basic Hydro-Vac fluid-line to wheel cylinder pistons for rear brakes and caliper pistons for front brakes with anti-lock sensor.
Front	Ventilated Discs Brakes
Rear	Drum Brakes (Rear)

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Seating Capacity	At least ten (10) passengers with ample leg-room, individual reclining seats and head rests, two-person capacity gang seats with individual headrests and seat belts, convertible passenger/cargo rear-end space.
Tires	Minimum of 235/65 R16 Alloy Wheels
Steering Wheel Material	Basic leather grained PVC or non-sag rubber-plastic coated steel steering wheel.
Fuel Type and Capacity	Common rail
Emission Standard	Certified Compliant by the DENR-EMB with the Implementing Rules and Regulation of the Philippine Clean Air Act of 1999 (RA 8749).
Standard Inclusions	
Overall Dimensions	At least 5,625 mm x 1,950mm x 1990 mm
Wheelbase	At least 1.64M
Turning Circle	Minimum 0 degrees - 45 degrees angle.
Accessories and Safety	Driver and Passenger SRS Airbags 3pt. ELR (Driver and Front Passenger), 3pt. NR (10 Rear Passengers) Anti-Lock Braking System Vehicle Stability Control Hill Start Assist Control High Mount Stop Lamp Clearance and Back Sonar With security system
Airconditioning System	Dual Manual Controls with Rear 2 TIER Vents standard seats with head rests.
Minimum Qualifications of the Bidder	Must have been engaged in the business for the past fifteen (15) years; and Must have a valid certificate of Car Dealership/Distributorship
Services Centers that exclusively provide preventive maintenance and repair services to the particular brand of the vehicle supplied/delivered	At least two (2) within Makati City area or located not more than 5 kms away from the PDIC Ayala premises
Terms of Payment	Within ten (10) working days after issuance of the certificate of completion which certificate shall be issued upon full and complete delivery of the vehicle
Delivery Period	Within thirty (30) calendar days from receipt of Notice to Proceed
LTO Registration	Five (5) year registration and Third Party Liability Insurance
Warranty	Three (3) years or 100,000 kms. whichever comes first

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 FPD By: Shane

Warranty Security	The warranty shall be covered by either a retention money or special bank guarantee equivalent to at least 1% but not to exceed 5% of the total contract price. The warranty security shall be released only after the lapse of the warranty period
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C. Asian Utility Vehicle (AUV)

Terms of Reference/Technical Specifications

IV. Project Name	2020 - Procurement thru Public Bidding for the Supply and Delivery of Asian Utility Vehicles or Cross-Over Utility AUV-SUV (Sports Utility Vehicle) technical design offspring
V. Number of Unit/s	Four (4) Units. ✓
VI. Approved Budget for the Contract	P5,400,000.00 Total or P1,350,000.00 per unit ✓

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Type	Intended Use and/or User, and Specifications
Asian Utility Vehicle	<p>Use and/or User: For a Bureau Director, Regional Director or department-wide/bureau-wide regional Offices and other officials of equivalent rank in NGAs, GOCCs and LGUs</p> <p>Specifications: With an engine displacement not exceeding 1500 cc for gasoline or diesel.</p>
Market Available Specifications	Details
Latest design and manufacture seven (7) passenger capacity Asian Utility Vehicle (AUV) or cross-over AUV-SUV (Sports Utility Vehicle) technical design offspring.	2.0 to 2.4 Liter gasoline or 2.4 to 2.8 Liter diesel engine with corresponding 1:1 engine horsepower to payload and body weight ratio, rear-wheel drive wagon category.
Number of valves	Sixteen (16) valves DOHC, chain drive
Cylinder	Basic four (4) cylinder, on-line
Fuel Type	Certified adaptable to 20% unleaded to 100% premium gasoline or 20% bio-diesel to 100% premium diesel.
Number of doors	Five (5)
Transmission	At least 4 speed, A/T normal drive, (+/)1,2,3,4...auto-shift low/high gear, reverse drive.
Steering Type	Rack and pinion; electronic type
Brakes:	Basic Hydro-Vac fluid piston wheel cylinder and caliper type with antiLock sensor
Front	Ventilated discs
Rear	Drum brakes
Seating Capacity	Seven (7)
Tires and Wheels	Standard 215/60 R17
Steering Wheel	Basic leather grained PVC or non-sag plastic-rubber or Rhino horn moulded steel steering wheel with additional leather liner for the higher end version. (leather type is usually for high end variant)with functional audio and telephone button piece.
Color	Light Monotone
Max Output (HP)	At least 102HP or 6,000RPM/Maximum Torque 134Nm or 4,200RPM - 1:1 Engine horsepower to body weight ratio output capacity.
Max Torque (Nm)	134Nm or 4,200RPM

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Accessories and Safety Features	Safety		Accessories
	Exterior	Interior	
	Headlamps-LED with Line Guide. Front Foglamps. Rear window defogger. Rear Reflector. Rear Combination Lamps. High Mount Stop Lamp.	SRS Airbags- Driver- Passenger Front Side and Curtain Shield. Seat Belts, Child Lock and restraint Protection	Seatbelts, active stability control, traction control, Hill start assist, ISOFIX, Tether anchors passenger seats equipped with head rests (This is usually for high end variant)
Airconditioning system	FRONT		REAR
Audio System	Automatic		Blower
	Latest in audio systems - basic touch screen, 7" Display Audio with CD/MP3, AUX, USB, Bluetooth, and Weblink Connectivity for iOS/Android		
Standard Inclusions	(For high end variant)		

Minimum Qualifications of the Bidder	Must have been engaged in the business for the past fifteen (15) years; and Must have a valid certificate of Car Dealership/Distributorship
Services Centers that exclusively provide preventive maintenance and repair services to the particular brand of the vehicle supplied/delivered	At least two (2) within Makati City area or located not more than 5 kms away from the PDIC Ayala premises
Terms of Payment	Within ten (10) working days after issuance of the certificate of completion which certificate shall be issued upon full and complete delivery of the vehicle
Delivery Period	Within thirty (30) calendar days from receipt of Notice to Proceed
LTO Registration	Five (5) year registration and Third Party Liability Insurance
Warranty	Three (3) years or 100,000 kms. whichever comes first
Warranty Security	The warranty shall be covered by either a retention money or special bank guarantee equivalent to at least 1% but not to exceed 5% of the total contract price. The warranty security shall be released only after the lapse of the warranty period.

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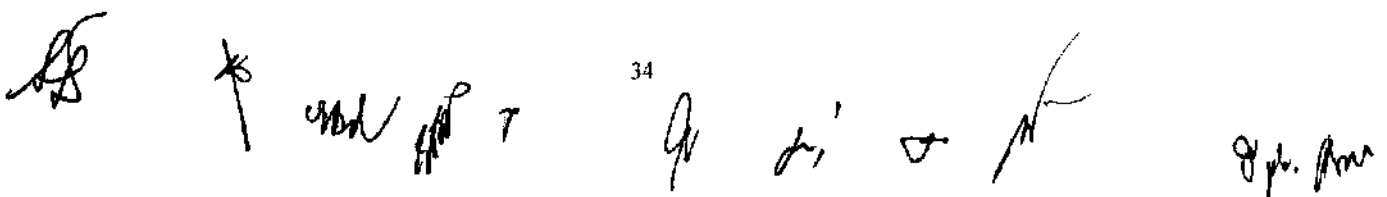
Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

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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;
Bidder may submit the recently expired Mayor's Permit and the Official Receipt as proof that the bidder has applied and paid for the renewal of the permit; provided that the current Mayor's permit as renewed, will be submitted by the bidder with the lowest calculated bid as a condition to the award of the contract; **and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

If foreign bidder/foreign joint venture partner:

- (i) Delinquency Verification Certificate issued by the BIR may be submitted in lieu of a Tax Clearance.

Technical Documents

- (e) 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. If the prospective bidder does not have any ongoing government and private contracts as required above, the prospective bidder has to make a similar declaration on the absence of any ongoing government and private contracts; **and**
- (f) 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 (Copy attached).

The two statements required shall indicate for each contract the following:

- (i) name of the contract;
- (ii) date of the contract;
- (iii) contract duration;

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- (iv) owner's name and address;
 - (v) kinds of Goods;
 - (vi) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (vii) For Statement of SLCC - amount of completed contracts date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- (h) Original copy of Notarized Bid Securing Declaration; **and** Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS) [Copy attached]; **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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. The audited financial statements shall consist of (i) Auditor's Opinion/Certificate, (ii) Balance Sheet, and (iii) Income Statement, all must be stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions for Tax Year 2020 showing among others, the Supplier's total and current assets and liabilities.; **and**
- (k) 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

- (l) 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.

Each partner of the joint venture shall submit the required legal eligibility documents stated herein, including the required post qualification

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documents. The submission of the technical and financial eligibility documents by any of the joint venture partners constitute compliance: Provided, that the Partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

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Name of Bidder : _____
 Business Address: _____
 Telephone No.: _____

Statement of all 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.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	Date of Delivery

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB, within the relevant period as provided in the BDS:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice issued for the contract, if completed, which shall be attached to the Statement.

Submitted by: _____
 Name & Signature of Authorized Representative
 Designation _____
 Date _____

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Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

[Handwritten signatures and initials]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

[Handwritten signatures and initials]

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

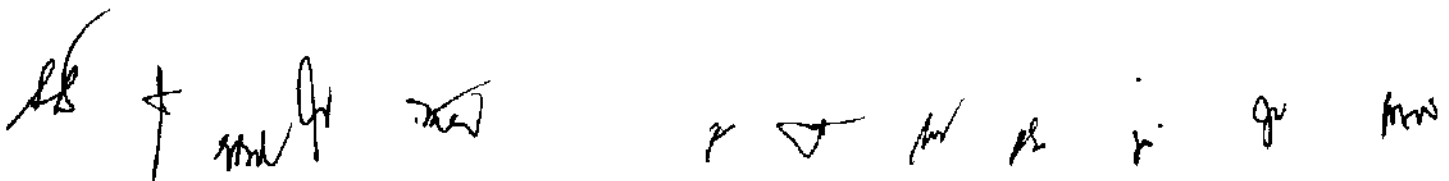
[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

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

[Handwritten signatures and initials]

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

[Handwritten signatures and initials]

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

[Handwritten signatures and initials]

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify part) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

[Handwritten signatures and marks at the bottom of the page]

