

BIDS AND AWARDS COMMITTEE  
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**SUPPLEMENTAL / BID BULLETIN No. 1**

Project : Procurement of Lease of Motor Vehicles for FY 2019  
Reference No. : PB-GS-35-2018  
ABC : PhP 37,544,316.54  
Date : 13 December 2018

This supplemental/bid bulletin is issued to provide information to the prospective proponents/bidders on the following changes to the Bidding Documents:

I. **Invitation to Bid (Section 1)**

6. The DFA-BAC has scheduled the following activities for the said Project:

<b>Deadline for Submission and Receipt of Bids</b>	<b>Bid Opening</b>	<b>Post-Qualification</b>
<b>21 <del>17</del> December 2018, Friday <del>Monday</del>, 12:00 p.m.</b>	<b>21 <del>17</del> December 2018, Friday <del>Monday</del>, 2:00 p.m.</b>	<b>26 <del>24</del> December 2018 Wednesday <del>Friday</del>, 12:00 noon 4:00 p.m.</b>
Venue: Bids and Awards Committee (BAC) Conference Room, 12th Floor, DFA Main Building, Roxas Boulevard, Pasay City		

II. **Technical Specifications (Section VII)** – The Technical Specifications (Section VII) of the Bidding Documents is superseded by ANNEX A of this Supplemental/Bid Bulletin No. 1.

The Bidding Documents is amended accordingly.

For the information and guidance of all concerned.

(sgd.)  
**IMELDA M. PANOLONG**  
BAC Chairperson

# ANNEX A

## Technical Specifications

### Lease of Motor Vehicles for FY2019

<b>I.</b>	<b>Background:</b> The Department intends to lease motor vehicles for the use of Department officials and other personnel to facilitate the performance of their duties.	
<b>II.</b>	<b>Scope:</b> Lease of Forty-Four (44) Motor Vehicles for the period January to 31 December 2019.	
<b>III.</b>	<b>Technical Specifications</b>	<b>Statement of Compliance</b>
<b>1.</b>	The Contractor shall provide chauffeured car service for forty- <del>two</del> (42) vehicles, Mondays to Sundays, with unlimited mileage, for a maximum of twelve (12) hours per day which starts from the call hour of the end-user.	
<b>2.</b>	The Contractor shall also provide <del>three (3)</del> two (2) units of vehicle, without a driver but with fuel included.	
<b>3.</b>	The Contractor shall provide, within forty-eight (48) hours' notice, additional vehicles, under the same terms and conditions as the vehicles in No. 1 above.	
<b>4.</b>	<b>The Contractor shall have the necessary capability, expertise, equipment, manpower and financial resources for the Department and all its offices nationwide including Consular Offices (COs) created and/or opened, within the duration of the contract.</b>	
<b>5.</b>	The Contractor shall also provide chauffeured car services as follows: <ul style="list-style-type: none"> <li>a) Hours in excess of the time stated in No.1 above, which may be charged only upon approval of written request by the Office of Asset Management and Support Services (OAMSS); and</li> <li>b) Saturdays, Sundays and Holidays, when expressly authorized in writing and approved by OAMSS. The Contractor shall be notified at least within two (2) days before the chauffeured car services will be required.</li> <li>c) Charges for overtime services rendered pursuant to (a) and (b) above shall form part of the contract bid price.</li> </ul>	
<b>6.</b>	All motor vehicles assigned or which may be assigned to the Department shall be covered by either a:	

	<p>a) Certificate of Public Convenience (CPC) issued by the Land Transportation Franchising and Regulatory Board (LTFRB) and a comprehensive car insurance policy for Public Utility Vehicles from a reputable insurance company; or</p> <p>b) Comprehensive insurance covering accidental death or injury of drivers and all passengers and supported by an application for a CPC from LTFRB.</p> <p>The CPC and/or comprehensive insurance shall be the responsibility of the Contractor and presented during post-qualification conference.</p>	
7.	<p>The Contractor shall provide motor vehicles that are not older than three (3) years and with mileage readings of not more than Fifty Thousand (50,000) kilometers from the year of contract; are roadworthy and in very good condition.</p> <p>The Contractor shall undertake to repair or replace any vehicle that may break down or become unserviceable, within one and a half (1 ½) hours if the breakdown occurred within Metro Manila or Metro Davao, or within a reasonable time, if outside thereof.</p>	
8.	<p>The Contractor shall provide the Department, upon request, passenger vans, instead of the regular vehicle/s, for groups of ten (10) passengers or more, when events or official functions require the transportation of larger groups of personnel. Requests shall be made to OAMSS at least two (2) days before the date of the intended use.</p> <p>Charges for the use of any of the passenger vans shall be based only upon actual use thereof and shall form part of the contract bid price.</p>	
9.	<p>The Contractor shall warrant that it shall deliver 24/7 roadside assistance to its motor vehicles in case of vehicular problems.</p>	
10.	<p>The Contractor shall ensure that no Department personnel, in accordance with the Code of Conduct and Ethical Standards for Public Officials and Employees (RA 6713) and other related laws, rules and regulations, is the owner, in whole or in part, of any of the leased vehicles.</p>	
11.	<p>The Contractor shall keep the interior and exterior of the motor vehicles clean and well-maintained. The Contractor's personnel shall not smoke inside the vehicles. Vehicles deemed dirty and no longer presentable shall be replaced.</p> <p>The Contractor's personnel are not allowed to smoke, wash and hang clothes, and wash rented vehicles at the DFA premises.</p>	
12.	<p>The Contractor shall provide vehicles with the following specifications:</p>	

User	Motor Vehicle	No. of Units	Description
For the Secretary	Secretary's Car (CUV)	One (1)	<ul style="list-style-type: none"> <li>• Car with engine displacement 2200 cc for gasoline or 3000 cc for diesel which can accommodate 4 to 5 passengers, including the driver; or</li> <li>• CUV with engine displacement 2000 cc for gasoline or 2800 cc for diesel which has a maximum seating capacity of 10 passengers, including the driver.</li> <li>• Automatic transmission.</li> </ul>
	Cross-over Utility Vehicle (CUV)	Three (3)	<ul style="list-style-type: none"> <li>• With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</li> </ul>

		<p>For the Undersecretaries</p>	<p>Primary vehicle: Car (Sedan or Hatchback) or CUV</p>	<p>Six (6)</p>	<ul style="list-style-type: none"> <li>• Car with engine displacement 1600 cc for gasoline or 1600 cc for diesel which can accommodate 4 to 6 passengers, including the driver; or</li> <li>• CUV with engine displacement 2000 cc for gasoline or 2500 cc for diesel which has a maximum seating capacity of 10 passengers, including the driver.</li> <li>• Automatic transmission</li> <li>• With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</li> </ul>	
		<p>For the Assistant Secretaries</p>	<p>Primary vehicle: Car (Sedan) or CUV</p>	<p>Twenty (20)</p>	<ul style="list-style-type: none"> <li>• Car with engine displacement 1500 cc for gasoline which can accommodate 4 to 5 passengers, including the driver; or</li> <li>• CUV with engine displacement 1500 cc for gasoline or diesel which has a maximum seating capacity of 10 passengers, including the driver.</li> <li>• Automatic transmission.</li> <li>• With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</li> </ul>	

		Senior Special Assistants	Car / Sedan or CUV	Five (5)	<ul style="list-style-type: none"> <li>• Car with engine displacement 1500 cc for gasoline or diesel which can accommodate 4 to 5 passengers, including the driver; or</li> <li>• CUV with engine displacement 1500 cc for gasoline or diesel which has a maximum seating capacity of 10 passengers, including the driver.</li> <li>• Automatic transmission.</li> <li>• With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</li> </ul>
		Assigned Service Cars		Three (3)	<ul style="list-style-type: none"> <li>• CUV with engine displacement 2000 cc for gasoline or 2500 cc for diesel which has a maximum seating capacity of 10 passengers, including the driver.</li> </ul>
		Service Cars (on-call)	Car (Sedan) or CUV or Passenger Van	Four(4)	<ul style="list-style-type: none"> <li>• Passenger van with engine displacement 3000 cc for diesel which has a minimum seating capacity of 10 passengers, including the driver.</li> <li>• Automatic transmission.</li> </ul> <p>With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</p>

		DFA Mindanao	Car (Sedan) or CUV or Passenger Van	Two (2)	<ul style="list-style-type: none"> <li>• Car with engine displacement 1500 cc for gasoline which can accommodate 4 to 5 passengers, including the driver; or</li> <li>• CUV with engine displacement 1500 cc for gasoline or diesel which has a maximum seating capacity of 10 passengers, including the driver.</li> <li>• Passenger van with engine displacement 3000 cc for diesel which has a minimum seating capacity of 10 passengers, including the driver.</li> <li>• Automatic transmission.</li> </ul> <p>With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</p>	
<b>13.</b>	The trips to be covered by the transportation services shall be within a sixty-kilometer (60 km.) radius from any DFA buildings, or from the DFA Mindanao Office in Davao City.					
<b>14.</b>	The Contractor shall ensure that each driver possesses a valid professional license, NBI and Police clearances to be submitted, upon assumption, to the Department; and each driver shall sign an individual Non-Disclosure Agreement (NDA) to be submitted by the Contractor to the Department.					
<b>15.</b>	The Contractor shall ensure that each driver has a medical certificate and passed screening tests for illegal or prohibited drugs. Drivers shall agree to be subjected to random drug tests.					
<b>16.</b>	The Contractor shall ensure that its drivers are neat and presentable and wear company uniforms at all times.					
<b>17.</b>	The Contractor shall ensure that its drivers are familiar with Metro Manila and Davao del Sur.					

	<b>18.</b>	The Contractor shall ensure that its drivers are not discourteous, reckless, drunk, habitually tardy or dishonest. Any driver found in violation of any of the above shall be immediately replaced upon the official request of the Department.	
	<b>19.</b>	The Contractor shall ensure that services will not be hampered due to vehicle volume reduction program if in effect in Metro Manila or other similar policies in Davao del Sur, if any.	
	<b>20.</b>	The Contractor shall, with regard to the salaries and benefits of drivers, present its books of account at any time upon the official request of the Department.	
	<b>21.</b>	The Contractor shall pay/remit on time appropriate salaries, SSS, PAG-IBIG and PhilHealth contributions, BIR taxes, and all legal benefits to its drivers, as provided under the Labor Code and other pertinent Philippine laws, rules and regulations.	
	<b>22.</b>	<b>The Contractor shall ensure compliance with existing Philippine labor laws, rules and regulations, and issuances and orders. This includes its registration with the Department of Labor and Employment (DOLE) as an Independent Contractor, under the terms of Executive Order No. 51 s. 2018 and DOLE D.O. 174, s. 2017, as applicable.</b>	
	<b>23.</b>	The Department shall have no employer-employee relationship with the Contractor's personnel.	
	<b>24.</b>	Toll and parking fees shall be strictly <b>paid by the passenger</b> of the vehicle.	
<b>IV.</b>	<b>Contract Duration</b>		
	The lease contract shall be for the period starting from January to 31 December 2019.		
<b>V.</b>	<b>Terms of Payment</b>		
	1.	The Contractor shall submit the monthly billing of regular usage to OAMSS-GSD within the first ten (10) days of the following month with the Certified True Copy (CTC) of required documents needed for payment requested by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD).	
	2.	The Contractor shall issue a weekly pro-forma invoice to OAMSS-GSD to facilitate reconciliation of services for weekly separate billing for overtime, holiday, out of town and additional vehicle usage.	
	3.	Payments shall be made within thirty (30) working days upon receipt of the monthly invoice for regular usage and weekly invoice for overtime, holiday, out of town and additional vehicle usage with the complete required documents <b>and audited by OFMS-FRMD</b> . Payments shall be made through List of Due and Demandable Accounts Payable	



	<p>(LDDAP).</p> <p>All payments shall be inclusive of all applicable taxes and other lawful charges.</p>	
	<p>4. All taxes withheld shall form part of the amount paid to the Contractor. A Certificate of Tax Withheld shall be issued by the Department to accompany each payment.</p>	

*Note:*

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter if 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder of supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

Conformé:

[Signature/s]  
 [Name of Bidder’s Authorized Representative]  
 [Position]  
 [Date]