



DEPARTMENT OF FOREIGN AFFAIRS  
KAGAWARAN NG UGNAYANG PANLABAS

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

Project : Procurement of Lease of Motor Vehicles for FY 2021  
Reference : PB-GS-09-2020  
ABC : PhP 35,419,954.00  
Date : 11 December 2020

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

- I. **Technical Specifications (Section VII)** – The Technical Specifications (Section VII) of the Bidding Documents is superseded by ANNEX 1 of this Supplemental/Bid Bulletin No. 1 after considering inputs from the Committee and interested bidders.

The Bidding Documents is amended accordingly.

For the information and guidance of all concerned.

  
NARCISO T. CASTAÑEDA  
BAC Chairperson 

# ANNEX 1

## Technical Specification

|             |   |                                |
|-------------|---|--------------------------------|
| <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 of Work:</b>   |                                |
|             | Lease of forty (40) units of Motor Vehicles with qualified Drivers to support the Department official and personnel to facilitate the performance of their everyday duties for the period January to 31 December 2021   |                                |
| <b>III.</b> | <b>Technical Specifications</b>   | <b>Statement of Compliance</b> |
| <b>1.</b>   | The Contractor shall provide chauffeured car service for forty (40) vehicles, Mondays to Sundays, with unlimited mileage within 60 Kilometers from the DFA Main Building, for a maximum of twelve (12) hours per day which starts from the pick-up time of the end-user/office.   |                                |
| <b>2.</b>   | The Contractor shall also provide one (1) unit of vehicle, without a driver but with fuel included.<br><br>The Contractor shall shoulder all costs pertaining to the maintenance, insurance and accident expenses (whether natural, unintentional or intentional) that may happen to the vehicle while under the use of DFA official driver in the execution of their duties and responsibilities.  |                                |
| <b>3.</b>   | The Contractor must provide executive colored (dark gray or black) chauffeured vehicles free of decal stickers and design.  |                                |
| <b>4.</b>   | The Contractor shall also provide chauffeured car services as follows:<br><br>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<br>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.<br><br>Charges for overtime services and expenses incurred during utilization of the vehicle rendered pursuant to (a) and (b) above shall form part of the contract bid price. |                                |
| <b>5.</b>   | All motor vehicles assigned or which may be assigned to the Department shall be covered by either a:  |                                |

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|                  | <ul style="list-style-type: none"> <li>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</li> <li>b) Comprehensive insurance covering accidental death or injury of drivers and all passengers and supported by an application for a CPC from LTFRB.</li> <li>c) The CPC and/or comprehensive insurance shall be the responsibility of the Contractor and presented during post-qualification conference</li> </ul>  |  |
| <p><b>6.</b></p> | <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 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 within a reasonable time, if outside thereof.</p> <p>Changes of services under the Contract: The Contractor shall provide, within forty-eight (48) hours' notice in the replacement of the Driver, Model of the Car, etc., and must first secure approval of OAMSS-PSSD before acting on the requests of the end-users under the same terms and conditions as the vehicles in No. 1 above.</p> <p>Changes of services not approved or authorized by OAMSS-PSSD shall not be paid by the Department.</p> |  |
| <p><b>7.</b></p> | <p>The Contractor's vehicle shall be:</p> <ul style="list-style-type: none"> <li>a) Clean, inside and out, and free from any unpleasant odor and ensure that it is disinfected daily, before and after use. The vehicles shall also be furnished with alcohol for passenger use;</li> <li>b) Road-worthy and in good condition;</li> <li>c) Equipped with necessary safety items, including extinguisher, seat-belt restraints, spare tire, mechanical jack or basic hand tools, dash cam, and navigation applications; and</li> <li>d) Equipped with a protective barrier such as a sneeze guard made of tempered glass or Plexiglass or any other durable and transparent material. Airflow from the air-conditioning system must be sufficient and reach the passenger/s at the back of the vehicle at all times.</li> </ul>  |  |

| 8.   | The Contractor shall warrant that it shall deliver 24/7 roadside assistance to its motor vehicles in case of vehicular problems.  |              |  |              |             |  |  |         |  |  |
|--|---|--------------|--|--------------|-------------|--|--|---------|--|--|
| 9.   | 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.  |              |  |              |             |  |  |         |  |  |
| 10.  | <p>The Contractor shall keep the interior and exterior of the motor vehicles clean and well-maintained. The Contractor's personnel/drivers shall not smoke and hang their clothes inside the vehicles. Vehicles deemed dirty and no longer presentable shall be replaced.</p> <p>Drivers who fail to comply with the above mentioned regulations may be replaced as advised by OAMSS-PSSD.</p> <p>The Contractor's personnel are not allowed to smoke, wash and hang clothes, and wash rented vehicles at the DFA premises.</p>   |              |  |              |             |  |  |         |  |  |
| 11.  | The Contractor shall submit the final list of drivers/personnel involved in this contract with each person's corresponding NBI and Police Clearance two (2) weeks before starting date of the contract for background check and for the issuance of DFA ID Pass.  |              |  |              |             |  |  |         |  |  |
| 12.  | <p>The Contractor shall provide vehicles with the following specifications:</p> <table border="1" data-bbox="289 1165 1258 1885"> <thead> <tr> <th data-bbox="289 1165 539 1243">User</th> <th data-bbox="544 1165 750 1243">Motor Vehicle</th> <th data-bbox="755 1165 917 1243">No. of Units</th> <th data-bbox="922 1165 1258 1243">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 1249 539 1885">For the Secretary's Office (Back-up vehicle)</td> <td data-bbox="544 1249 750 1885">           Asian Utility Vehicle (AUV) / Crossover Utility Vehicle (CUV) / Multi-purpose Vehicle (MPV)<br/><br/>           Or<br/><br/>           Passenger Van         </td> <td data-bbox="755 1249 917 1885">One (1)</td> <td data-bbox="922 1249 1258 1885"> <ul style="list-style-type: none"> <li>• AUV/CUV/MPV with engine displacement not exceeding 2500cc for gasoline or 2800cc if diesel; or</li> <li>• Passenger van with engine displacement not exceeding 2500cc for gasoline, or 3000 cc for diesel;</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> </td> </tr> </tbody> </table> | User         | Motor Vehicle  | No. of Units | Description | For the Secretary's Office (Back-up vehicle) | Asian Utility Vehicle (AUV) / Crossover Utility Vehicle (CUV) / Multi-purpose Vehicle (MPV)<br><br>Or<br><br>Passenger Van | One (1) | <ul style="list-style-type: none"> <li>• AUV/CUV/MPV with engine displacement not exceeding 2500cc for gasoline or 2800cc if diesel; or</li> <li>• Passenger van with engine displacement not exceeding 2500cc for gasoline, or 3000 cc for diesel;</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> |  |
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|  |  | For the Undersecretaries                         | Asian Utility Vehicle (AUV) / Crossover Utility Vehicle (CUV)/ Multi-purpose Vehicle (MPV) | Six (6)     | <ul style="list-style-type: none"> <li>• AUV/CUV/MPV with engine displacement not exceeding 2500cc for gasoline or 2800cc if diesel; or</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> |
|  |  | For the Assistant Secretaries/ Chief Coordinator | Car (Sedan)  | Twenty (20) | <ul style="list-style-type: none"> <li>• Car with engine displacement not exceeding 2500 cc for gasoline or 3500cc diesel</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)  | Four(4)     | <ul style="list-style-type: none"> <li>• Car with engine displacement not exceeding 2500 cc for gasoline or 3500cc diesel</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>              |

|  |            |   |               |           |   |  |
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|  |            | OSEC Service Cars   |               | Two (2)   | <ul style="list-style-type: none"> <li>• Passenger van with engine displacement not exceeding 2500 cc for gasoline or 3000 cc for diesel;</li> <li>• Automatic transmission. With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</li> </ul> |  |
|  |            | Assigned Service Cars   | Passenger Van | Seven (7) |   |  |
|  | <b>13.</b> | <p>The trips to be covered by the transportation services shall be within a sixty-kilometer (60 km.) radius from DFA Main Building.</p> <p>Charges for trips in excess of the sixty-kilometer (60 km.) radius from the DFA Main Building shall be subject to a separate invoice to be charged against the end-user.</p> |               |           |   |  |
|  | <b>14.</b> | <p>The Contractor's personnel or drivers must ensure that the trip ticket is accomplished in full and signed by the end-user or passengers on that day for submission to OAMSS-PSSD also on the same day or, if not possible, the next working day.</p>   |               |           |   |  |
|  | <b>15.</b> | <p>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.</p>                 |               |           |   |  |
|  | <b>16.</b> | <p>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.</p>   |               |           |   |  |
|  | <b>17.</b> | <p>The Contractor shall ensure that its drivers are neat and presentable and wear company uniforms at all times.</p>  |               |           |   |  |
|  | <b>18.</b> | <p>The Contractor shall ensure that its drivers are familiar with Metro Manila and are capable and willing to use navigation applications and devices.</p>  |               |           |   |  |
|  | <b>19.</b> | <p>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 OAMSS-PSSD.</p>  |               |           |   |  |
|  | <b>20.</b> | <p>The Contractor shall employ legal schemes to ensure that services will not be hampered due to vehicle volume reduction program if in effect in Metro Manila.</p>   |               |           |   |  |

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|     | 21.   | 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.  |  |
|     | 22.   | 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. |  |
|     | 23.   | The Contractor shall ensure compliance with DOLE Department Order No. 18-A s. 2011.   |  |
|     | 24.   | The Department shall have no employer-employee relationship with the Contractor's personnel.  |  |
|     | <b>Contract Duration</b>  |   |  |
| IV. | The lease contract shall be for the period starting from January to 31 December 2021.   |   |  |
|     | <b>Reservation Clause</b>   |   |  |
| V   | The Department reserves the right to amend and revise the contract in the event that the retrofitting of the DFA Building is commenced or unforeseen/fortuitous events occur during the contract period.  |   |  |
|     | <b>Terms of Payment</b>   |   |  |
| VI. | <p>1. The Contractor shall submit the monthly billing of regular usage to OAMSS-PSSD within the first ten (10) days of the following month with the Certified True Copy (CTC) of required documents to be submitted to the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD)</p> <ul style="list-style-type: none"> <li>a. Contract Agreement;</li> <li>b. DTI Certificate;</li> <li>c. Board/Secretary's Certificate;</li> <li>d. Bid Form;</li> <li>e. Notice of Award and Notice to Proceed;</li> <li>f. BAC Resolution;</li> <li>g. Certificate of Availability of Funds (CAF);</li> <li>h. Technical Specification/Terms of Reference;</li> <li>i. Supplemental/Bid Bulletin;</li> <li>j. General Condition of the Contract (GCC);</li> <li>k. Special Conditions of the Contract (SCC);</li> <li>l. Performance Bond/Security; <i>and</i></li> <li>m. Duly accomplished personnel payroll</li> </ul> |   |  |
|     | <p>2. The Contractor shall issue a weekly pro-forma invoice to OAMSS-PSSD to facilitate reconciliation of services for weekly separate billing for overtime, holiday, out of town and additional vehicle usage.</p>   |   |  |

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|  | <p>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 and audited by OFMS-FRMD. Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All payments shall be inclusive of all applicable taxes and other lawful charges.</p> |  |
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**Note:**

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to 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 the 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 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 Bidders statement of compliance or the supporting evidence that is found to be false either Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

Conformé:

[Signature/s]

[Name of the Bidder/ Bidder’s Authorized Representative/s]

[Position]

[Date]



