

PHILIPPINE BIDDING DOCUMENTS

**Negotiated Procurement for One (1)
Motor Vehicle for the Official Use of the
Secretary for Foreign Affairs**

Approved Budget for the Contract

PhP 5,550,000.00

NP-GS-02-2024



NOTICE OF CONDUCT OF NEGOTIATED PROCUREMENT UNDER SECTION 53.1 AFTER TWO (2) CONSECUTIVE FAILED BIDDINGS FOR THE PROCUREMENT OF ONE (1) MOTOR VEHICLE FOR THE OFFICIAL USE OF THE SECRETARY FOR FOREIGN AFFAIRS

Project Title	Negotiated Procurement for One (1) Motor Vehicle for the Official Use of the Secretary for Foreign Affairs
Project Brief Description	One (1) Lot – Motor Vehicle
Project Identification No.	NP-GS-02-2024
Approved Budget for the Contract (ABC)	Php 5,550,000.00
Funding Source	FY 2024 General Appropriations Act

1. The *Department of Foreign Affairs (DFA)* will conduct Negotiated Procurement, after two (2) consecutive failed biddings pursuant to Section 53.1 of the revised Implementing Rules and Regulations of Republic Act No. 9184, for the *Procurement of One (1) Motor Vehicle for the Official Use of the Secretary for Foreign Affairs* with an Approved Budget for the Contract (ABC) of *Five Million Five Hundred Fifty Thousand Pesos (PhP 5,550,00.00) only*.
2. The DFA-Bids and Awards Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The following schedule of activities shall be observed:

Initial Offer and Negotiation Meeting	Deadline of Submission and Opening of Best and Final Offer	Verification of Eligibility Documents
30 September 2024, Monday, 09:00 AM	01 October 2024, Tuesday, 1:00 PM	02 October 2024, Wednesday, 10:00 AM
Venue: All Procurement Activities shall be conducted in-person at the Office of the Undersecretary for Administration (UA) Conference Room, 12th Floor, DFA Building, Roxas Boulevard, Pasay City		

4. One (1) original and two (2) copies of the proposals must be submitted through manual submission to the Bids and Awards Committee Secretariat at the 12th Floor, DFA Building, Roxas Boulevard, Pasay City, on or before *01 October 2024, Tuesday, 1:00 PM*. Late submissions shall not be accepted.
5. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name, address and contact details of the bidder, addressed to the BAC.

Eligibility and Technical Documents

- A. **PhilGEPS Registration Number**
- B. **Notarized Omnibus Sworn Statement (OSS)** (in the prescribed form, duly notarized in accordance with the 2004 Rules on Notarial Practice).

For a corporation, partnership, cooperative or joint venture, the Omnibus Sworn Statement shall be accompanied by a **notarized Secretary's Certificate (Authority of the Signatory)** attesting that the signatory to the Omnibus Sworn Statement is the duly authorized representative of the bidder and is granted full power and authority to execute and perform any and all acts necessary and/or to represent the bidder in the bidding.

- C. **Statement of Single Largest Completed Contract (SLCC)**, with any of the following, as applicable:
 1. Certificate of Acceptance
 2. Official Receipts
 3. Sales Invoice issued for the contract

Requisites: Bidder must have a contract similar to the Project at hand, completed within the last five (5) years prior to the deadline for submission and receipt of bid. The SLCC value must be at least fifty percent (50%) of the ABC (PhP 2,775,000.00).

- D. **Statement of Compliance** with all the Technical Specifications (**ANNEX A**)
- E. **Notarized Bid Security** in any of the following form:
 - 1) **Cash or cashier's/manager's check** issued by universal or commercial bank (should be 2% of the ABC)

- 2) **Bank draft/guarantee or irrevocable letter of credit** issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (should be 2% of the ABC)
- 3) **Surety bond callable upon demand** issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (should be 5% of the ABC)
- 4) **Notarized Bid Securing Declaration (BSD)**

Financial Component Documents

A. Financial Bid Form, and

B. Price Schedule of Breakdown of Bidder's Financial Bid

6. The **Opening of Best and Final Offer** shall be on *01 October 2024, Tuesday, 1:00 PM*, in person at the UA Conference Room, 12th Floor, DFA Building, Roxas Boulevard, Pasay City.
7. The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC.
9. During the **Verification of Eligibility Documents** scheduled on *02 October 2024, Wednesday, 10:00 AM*, the bidder with the best offer shall be required to present the following documents for verification and validation:
 - A. Original DTI/SEC/CDA Certificate of Registration,**
 - B. Original Mayor's/Business Permit, and**
 - C. Original Valid Tax Clearance Certificate.**
10. The General Conditions of the Contract (**ANNEX B**) shall form part of the contract. Other Conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
11. The Head of the Procuring Entity of the DFA reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without incurring any liability to the affected participants.

12. For further information, please refer to:
DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 834-4823
Email address: bac.secretariat@dfa.gov.ph

26 September 2024, Pasay City.
NP-GS-02-2024



EDGAR B. BADAJOS
Assistant Secretary
and BAC Chairperson

ANNEX A

TECHNICAL SPECIFICATIONS

**PROCUREMENT OF ONE (1) MOTOR VEHICLE
FOR THE OFFICIAL USE OF THE SECRETARY FOR FOREIGN AFFAIRS**

I.	Background	
	The Department intends to procure one (1) motor vehicle for the official use of the Secretary for Foreign Affairs.	
II.	Scope	
	The Contractor shall deliver one (1) brand new motor vehicle to be used for the official functions of the Secretary for Foreign Affairs.	
III.	Vehicle Specifications	Statement of Compliance
	Type of motor vehicle	Passenger Van
	Color	Black
	Overall Dimensions	Not to exceed 5,100 mm (length) x 1,850 mm (width) x 1,950 mm (height)
	Engine Displacement	Not to exceed 2500 cc
	Engine Type	Hybrid, 4-cylinder, In-Line, 16-valve DOHC
	Fuel Type	Gasoline
	Fuel Tank Capacity	60 to 65 Liters
	Maximum Output	188/6000 ps/rpm
	Transmission	Continuously Variable Transmission (CVT)
	Drive Mode Select	Normal, Economical (Eco) Mode, Electric Vehicle (EV) Mode
	Seating Capacity	Seven (7), including the Driver
	Safety Features	Top of the line safety features. Pre-Collision System, Automatic High Beam (AHB), Adaptive High Beam System (AHS), Lane Tracing Assist (LTA), Lane Departure Alert (LDA), Cruise Control
	Airbags (Supplemental Restraint System)	Driver, Front Passenger, Driver Side, Passenger Side, Curtain Shield
	Anti-Lock Brake System (ABS)	built-in

	Brake Type	fr/rr ventilated disc (both)	
	Electronic brake force distribution	built-in	
	Brake assist	built-in	
	Tires	19-inch Alloy	
	Suspension	fr/rr macpherson strut / double wishbone	
	Drivetrain	Front-wheel drive (FWD)	
	Front and rear parking sensors	built-in	
	Camera	Panoramic View Monitor	
	Anti-theft alarm system	Engine immobilizer	
	Air-conditioning system	Dual zone climate control, Auto climate control	
	Seat Type	Captain Seats; Leather Seats; Black	
	Entertainment system	14-inch touch screen infotainment system Premium 15 speakers sound system	
	Tint	Windshield: tinted Windows: tinted	
	Matting	Carpet matting	
	Performance	Rated as reliable car according to consumer reports.	
IV.	Contractor's Qualification		
	The Contractor must be at least five (5) years in business as authorized dealer of brand new car/s, within Metro Manila area only.		
V.	Other Obligations of the Contractor		
	The Contractor must provide one (1) brand new unit of passenger van, free of decals, stickers or design.		
	The contractor must facilitate the registration of the motor vehicle with the Land Transportation Office (LTO) for the first three (3) years.		
	The Contractor shall assist the Department in the application for insurance of the motor vehicle with the Government Service Insurance System (GSIS).		

VI.	Delivery Period Delivery of the motor vehicle shall be completed within thirty (30) calendar days, or as legally and mutually agreed by the Department and the Contractor. The Contractor shall assist in the delivery of the registered plate number to the Department once it becomes available. Delivery shall be subject to the usual inspection procedures of the Department. The Department reserves the right to not accept the vehicle if found to be with defects or non-compliant with the Terms of Reference upon inspection. The Contractor shall correct or replace the vehicle within fifteen (15) days from notice of the End-User.	
VII.	Warranty The motor vehicle shall be covered by three (3) years warranty or 100,000 kilometers, whichever comes first.	
VIII.	Bid Price The Bidder shall submit, as part of its bid: <ol style="list-style-type: none"> 1. Price of the motor vehicle 2. Insurance Coverage application with the Government Service Insurance System (GSIS) 3. Land Transportation Office (LTO) registration 4. Maintenance cost for the first year 	
IX.	Terms of Payment <ol style="list-style-type: none"> 1. Payment will be made within thirty (30) working days upon receipt of required documents and will be audited by the Office of Financial Management System-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP). 2. The list of documentary requirements needed for payment will be provided by OFMS-FRMD upon signing of the contract. <p>All payment shall be inclusive of Value-Added Tax (VAT) and other applicable taxes and lawful charges.</p>	

Note:

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 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]

ANNEX B

GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security (Not Applicable)

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

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. The Procuring

Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

7. No Employer-Employee Relationship

This Contract does not establish any employer-employee relationship between the Procuring Entity, the Supplier, being an independent supplier, and the latter's employees, agents, representatives, or subcontractors.

8. Indemnity

The Supplier shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Supplier and/or of its employees, agents, representatives, or sub-contractor.

9. Confidentiality

Except as required by law or pursuant to prior written consent, the Supplier agrees to keep confidential and not disclose any information or document of the Procuring Entity or which the Procuring Entity designated the information as confidential. The Supplier shall take all reasonable steps to ensure its employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.

10. Force Majeure

The Procuring Entity and the Supplier shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, government regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligations of the Procuring Entity and the Supplier insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.

11. Data Privacy Act

The Supplier and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Supplier and its personnel shall be responsible for the destruction of all the data secured from the Procuring Entity after the termination of this Contract.

12. Assignees and Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Supplier shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.

13. Third Party Contracts

Any other contract or agreement entered into by the Supplier and a third party for the implementation of this Contract, shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.

14. Waiver of Rights

No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

15. Dispute Resolution and Venue of Action

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

16. Amendment

Any amendment of the Contract shall be mutually agreed upon by the Parties in writing.

Should the Procuring Entity require, amendments to the Contract shall be subject to a written agreement of the Parties and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

17. Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall

remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

18. Governing Law

The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines.

19. Entire Agreement

Both Parties acknowledge that this Contract and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

