

NOTICE FOR NEGOTIATED PROCUREMENT

NOTICE OF CONDUCT OF NEGOTIATED PROCUREMENT UNDER SECTION 53.1 (TWO FAILED BIDDINGS) FOR THE PROCUREMENT OF *LEASE OF MOTOR VEHICLES FOR CY 2018*

1. The Department of Foreign Affairs (DFA), through its Bids and Awards Committee, will conduct a negotiated procurement, after two consecutive failed biddings, pursuant to Section 53.1 of the revised Implementing Rules and Regulations of Republic Act No. 9184, for the procurement of the ***Lease of Motor Vehicles for CY 2018*** with the Approved Budget for the Contract (ABC) of ***Seventeen Million Three Hundred Twenty-Nine Thousand One Hundred Eighty-Three Pesos and Ninety-Eight Centavos (PhP 17,329,183.98) only.***
2. Interested/invited bidders may submit their **Best and Final Offers** for negotiation to the Bids and Awards Committee Secretariat at the 12th Floor, DFA Building, on or before **12 July 2018, at 12:00 n.n.** No Submissions shall be accepted after this hour. Offers should, in no case, exceed the ABC of ***Seventeen Million Three Hundred Twenty-Nine Thousand One Hundred Eighty-Three Pesos and Ninety-Eight Centavos (PhP 17,329,183.98)*** for the project.
3. The Best and Final Offer shall include the Statement of Compliance with the **Technical Specifications** in accordance with **Annex “A”**. The eligibility documents enumerated under **Annex “B”** shall be included in the submission of the bidder’s **Best and Final Offer**.
4. To facilitate the submission of the best and final offers, bidders are requested to submit their eligibility documents in the order indicated in Annex “B”. Bidders shall provide one (1) original and four (4) photocopies of the *Omnibus Sworn Statement, Statement of Ongoing Contracts, and Statement of Compliance (with the Technical Specifications)*. For all other eligibility documents, the bidders shall provide five (5) photocopies of each and shall present the originals for verification and validation.
5. The successful offer shall be selected on the basis of the compliance with the Technical Specifications and the Best and Final Offer.
6. 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.
7. 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. 834-4116; Fax no. 831-9584
Email address: bac.secretariat@dfa.gov.ph

04 July, Pasay City.
NP-GS-01-2018

(Sgd.)
IMELDA M. PANOLONG
Chairperson

Annex “A”

Technical Specifications

I.	Background: The Department intends to lease motor vehicles for the use of Department officials and other personnel to facilitate the performance of their duties.	
II.	Scope: Lease of Forty-Four (44) Motor Vehicles for the period 01 August to 31 December 2018.	
III.	Technical Specifications	Statement of Compliance
1.	The Contractor shall provide chauffeured car service for forty-one (41) vehicles, Mondays to Fridays, with unlimited mileage, for a maximum of twelve (12) hours per day which starts from the call hour of the end-user.	
2.	The Contractor shall also provide three (3) units of vehicle, without a driver but with fuel included.	
3.	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.	
4.	The Contractor shall also provide chauffeured car services as follows: <ul style="list-style-type: none"> 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 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. c) Charges for overtime services rendered pursuant to (a) and (b) above shall form part of the contract bid price. 	
5.	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.</p>	
6.	<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, respectively, 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>	
7.	<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.</p>	
8.	<p>The Contractor shall warrant that it shall deliver 24/7 roadside assistance to its motor vehicles in case of mechanical problems.</p>	
9.	<p>The Contractor shall ensure that no Department of Foreign Affairs 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>	
10.	<p>The Contractor shall provide vehicles with the following specifications:</p>	

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

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

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

		Assigned Service Cars		Three (3)	<ul style="list-style-type: none"> • 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.
		Service Cars (on-call)	Car (Sedan) or CUV or Passenger Van	Four(4)	<ul style="list-style-type: none"> • Passenger van with engine displacement 3000 cc for diesel which has a minimum seating capacity of 10 passengers, including the driver. • Automatic transmission. <p>With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</p>
		OVS Service Car		One (1)	<ul style="list-style-type: none"> • 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. • Passenger van with engine displacement 3000 cc for diesel which has a minimum seating capacity of 10 passengers, including the driver. • Automatic transmission. <p>With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones,</p>

					tablets and other similar devices.	
		DFA Mindanao	Car (Sedan) or CUV or Passenger Van	Two (2)	<ul style="list-style-type: none"> • Car with engine displacement 1500 cc for gasoline which can accommodate 4 to 5 passengers, including the driver; or • CUV with engine displacement 1500 cc for gasoline or diesel which has a maximum seating capacity of 10 passengers, including the driver. • Passenger van with engine displacement 3000 cc for diesel which has a minimum seating capacity of 10 passengers, including the driver. • Automatic transmission. <p>With Air-conditioning. AM/FM Tuner, CD Player and USB port for smart phones, tablets and other similar devices.</p>	
	11.	The Contractor shall keep the interior and exterior of the motor vehicles clean and well-maintained. Drivers shall not smoke inside the vehicles. Vehicles deemed dirty and no longer presentable shall be replaced.				
	12.	The trips to be covered by the transportation services shall be within a sixty-kilometer (60 km.) radius from the Department of Foreign Affairs buildings, or from the DFA Mindanao Office in Davao City.				
	13.	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.	
	14. 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.	
	15. The Contractor shall ensure that its drivers are neat and presentable and wear company uniforms at all times.	
	16. The Contractor shall ensure that its drivers are familiar with Metro Manila and Davao del Sur and their traffic patterns.	
	17. 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.	
	18. 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.	
	19. 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.	
	20. 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.	
	21. The Contractor shall ensure compliance with DOLE Department Order No. 18-A s. 2011	
	22. The DFA shall have no employer-employee relationship with the drivers.	
	23. Toll and parking fees shall be charged to the user of the vehicle.	
IV.	Contract Duration	
	The lease contract shall be for the period starting from 01 August 2018 to 31 December 2018.	
	Terms of Payment	

V.	1.	The Contractor shall issue a weekly pro-forma invoice to facilitate reconciliation of services for regular use, and weekly separate billing for overtime, holiday, and weekend usage.	
	2.	The Contractor shall submit monthly billings within the first ten days of the following month.	
	3.	<p>Payments shall be made within thirty (30) working days upon receipt of the monthly invoice with complete requirements through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>The list of documentary requirements needed for payment will be provided by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) upon signing of the contract.</p> <p>All payments shall be inclusive of Value Added Tax (VAT) and other lawful charges.</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.	

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 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 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”

DEPARTMENT OF FOREIGN AFFAIRS Bids and Awards Committee

CHECKLIST OF ELIGIBILITY DOCUMENTS FOR NEGOTIATED PROCUREMENT (AFTER TWO FAILED BIDDINGS) (FOR GOODS OR GENERAL SUPPORT SERVICES)

	ELIGIBILITY AND TECHNICAL DOCUMENTS	TAB/LABEL
1	<p>OMNIBUS SWORN STATEMENT (in the prescribed form, duly notarized in accordance with the 2004 Rules on Notarial Practice).</p> <p>In the case of a corporation, partnership, cooperative or joint venture, the Omnibus Sworn Statement shall be accompanied by a notarized Secretary’s Certificate (Authority of the Signatory).</p>	<p>A</p> <p>A.1</p>
2	<p><i>(any of the following)</i></p> <ul style="list-style-type: none"> • SEC Certificate of Registration (for corporation or partnership) <li style="text-align: center;">or • DTI Certificate of Business Name Registration (for sole proprietorship) <li style="text-align: center;">or • Registration Certificate from the Cooperative Development Authority (for cooperatives) 	B
3	Valid and current mayor’s permit issued by the city/municipality where the principal place of business of the prospective bidder is located.	C
4	Current and Valid TAX Clearance (reviewed and approved by the BIR)	D
5	Statement of all its ongoing government and private contracts within the prescribed number of years, as indicated in the Invitation to Bid, including contracts awarded but not yet started, if any, as required in the Bidding Documents.	E
6	Copy of the SINGLE LARGEST COMPLETED CONTRACT (SLCC) together with <u>Certificate of Final Acceptance/Completion</u> of the project from the bidder’s client (for government contracts) OR <u>official receipt(s)</u> of the bidder for the contract (for private contracts), as described and required in the Bidding Documents	F
7	Audited Financial Statements for the preceding calendar year, which should not be earlier than two (2) years from bid submissions; Stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.	G
8	STATEMENT OF COMPLIANCE with all the <u>Technical Specifications /Terms of Reference</u> , as described, as well as the <u>Schedule of Requirements</u> . (As enumerated and specified in Sections VI and VII, respectively, of the Bidding Documents)	H
9	Proof of PhilGEPS Registration (PhilGEPS Registration Number or Certificate of PhilGEPS Registration)	I
10	Latest Income Tax Return (ITR)	J