

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**SUPPLY AND DELIVERY
OF TEN (10) BRAND NEW
MOTOR VEHICLES**

Government of the Republic of the Philippines

**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.

- 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.”

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

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 projects 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.



Section I.

Invitation to Bid

Supply and Delivery of Ten (10) Brand New Motor Vehicles

1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY** (hereinafter referred to as **BCDA**), through its Bids and Awards Committee for Goods (BACG), intends to apply the sum of **Thirty-Four Million Five Hundred Thousand Pesos Only (Php34,500,000.00)**, inclusive of all applicable taxes and fees, being the Approved Budget for the Contract (ABC), for the **Supply and Delivery of Ten (10) Brand New Motor Vehicles**.

Lot	Quantity	Type	Unit Cost	Amount (Php)*	Procurement Project/identification Number
A	One (1)	Vehicle (Ambulance)	₱4,500,000.00	₱4,500,000.00	BG2025-179
B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	₱3,500,000.00	₱7,000,000.00	BG2025-182
C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	₱2,800,000.00	₱14,000,000.00	BG2025-182
D	One (1)	Mini Bus	₱4,500,000.00	₱4,500,000.00	BG2025-183
E	One (1)	Custom Built	₱4,500,000.00	₱4,500,000.00	BG2025-184
Total				₱34,500,000.00	

**inclusive of VAT and all other applicable government taxes and fees.*

Bidders shall have the option to submit a bid offer on any one lot or for all lots.

Evaluation and contract award will be undertaken on a per-lot basis. Bids received in excess of the ABC for each lot shall be automatically rejected at the bid opening.

2. The BCDA now invites bids for the **Supply and Delivery of Ten (10) Brand New Motor Vehicles**. Delivery of the Goods is required within sixty (60) calendar days from the receipt of Notice to Proceed. Bidders should have completed, within the last five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. 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 a competitive bidding procedure using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act."

Bidding is limited to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below during business hours from **8:00 AM – 5:00 PM** and/or at the BCDA website (<https://bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City, starting from **15 July 2025 (Tuesday) to 06 August 2025 (Wednesday)** except Saturdays, Sundays and Holidays, and until **9:00 AM on 07 August 2025 (Thursday)**, upon payment of an applicable fee for the bidding documents pursuant to the latest Guidelines issued by the GPPB:

Lot	Quantity	Type	*Cost of Bidding Documents (Php)
A	One (1)	Vehicle (Ambulance)	5,000.00
B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	10,000.00
C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	25,000.00
D	One (1)	Mini Bus	5,000.00
E	One (1)	Custom Built	5,000.00
Lot A, B, C, D, and E			25,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in cash or manager's check*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcda.gov.ph), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. BCDA will hold a Pre-Bid Conference on **24 July 2025 (Thursday) at 10:00 AM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City, face-to-face and via video conferencing thru Google/Zoom Meet, which shall be open to prospective bidders. To be able to **join the online pre-bid conference**, a written request shall be made/e-mailed to the BAC Secretariat by the prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City,

Taguig City on or before **07 August 2025 (Thursday) at 09:00 AM**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
9. Bid opening shall be on **07 August 2025 (Thursday) at 10:00 AM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address mentioned in the preceding paragraph, and at the same time, via video conferencing through Google Meet. An email invitation will be sent to bidders who purchased the bid documents.
10. Prospective bidders are expected to have read the bidding documents including the technical specifications prior to attending the pre-bid conference.
11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
12. BCDA 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For more information, please refer to:

Ms. Queennie Bautista (BAC Secretariat Head), 8575-1700, qpbautista@bcda.gov.ph

Date of Issue: 15 July 2025

BIDS AND AWARDS COMMITTEE FOR GOODS

By:


ENGR. MARK P. TORRES
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the **Procurement For The Supply and Delivery of Ten (10) Brand New Motor Vehicles** *as described in the Technical Specification herein the bidding documents (hereinafter referred to as the "Goods")* under a Framework Agreement}, with identification number as described in Section VII. Technical Specification.

The Procurement Project (referred to herein as "Project") is **Procurement For The Supply and Delivery of Ten (10) Brand New Motor Vehicles**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *the Procurement For The Supply and Delivery of Ten (10) Brand New Motor Vehicles* in the amount of *Thirty-Four Million Five Hundred Thousand Pesos Only (Php34,500,000.00), inclusive of government taxes and fees.*

2.2. The source of funding is the BCDA 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.
- 5.2. If applicable,
 - 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 participate 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:

If applicable:

- 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.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

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 Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **24 July 2025 (Thursday) at 10:00 AM** at the **BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City** face-to-face 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 prior to the deadline for the submission and receipt of bids.
- 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 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 Declaration¹ 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**.

¹ 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.

- 14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.
- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 may be. 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 contracts 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

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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

ITB Clause																									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <table><tr><th>Lot</th><th>Quantity</th><th>Type</th><th>Similar Contract</th></tr><tr><td>A</td><td>One (1)</td><td>Vehicles (Ambulance)</td><td>Supply and delivery of brand new motor vehicle (Ambulance)</td></tr><tr><td>B</td><td>Two (2)</td><td>Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)</td><td>Supply and delivery of brand new hybrid motor vehicle</td></tr><tr><td>C</td><td>Five (5)</td><td>Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)</td><td>Supply and delivery of brand new hybrid motor vehicle</td></tr><tr><td>D</td><td>One (1)</td><td>Mini Bus</td><td>Supply and delivery of brand new motor vehicle (At least Mini Bus)</td></tr><tr><td>E</td><td>One (1)</td><td>Custom Built</td><td>Supply and delivery of brand new motor vehicle (Tow Truck)</td></tr></table> <p>Bidders must have completed, within the last five (5) years prior from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC per lot/lots to be bid.</p>	Lot	Quantity	Type	Similar Contract	A	One (1)	Vehicles (Ambulance)	Supply and delivery of brand new motor vehicle (Ambulance)	B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	Supply and delivery of brand new hybrid motor vehicle	C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	Supply and delivery of brand new hybrid motor vehicle	D	One (1)	Mini Bus	Supply and delivery of brand new motor vehicle (At least Mini Bus)	E	One (1)	Custom Built	Supply and delivery of brand new motor vehicle (Tow Truck)
Lot	Quantity	Type	Similar Contract																						
A	One (1)	Vehicles (Ambulance)	Supply and delivery of brand new motor vehicle (Ambulance)																						
B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	Supply and delivery of brand new hybrid motor vehicle																						
C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	Supply and delivery of brand new hybrid motor vehicle																						
D	One (1)	Mini Bus	Supply and delivery of brand new motor vehicle (At least Mini Bus)																						
E	One (1)	Custom Built	Supply and delivery of brand new motor vehicle (Tow Truck)																						
7.1	<i>Subcontracting is not allowed</i>																								
12	The price of the Goods shall be quoted and delivered duty paid <i>in Philippine Pesos</i> .																								
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> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>																								
19.3	<p>The ABC is <i>Thirty-Four Million Five Hundred Thousand Pesos Only (Php34,500,000.00)</i>, inclusive of all applicable taxes and fees. Breakdown are as follows:</p> <table><tr><th>Lot</th><th>Quantity</th><th>Type</th><th>Amount (Php)*</th></tr><tr><td>A</td><td>One (1)</td><td>Vehicles (Ambulance)</td><td>₱4,500,000.00</td></tr></table>	Lot	Quantity	Type	Amount (Php)*	A	One (1)	Vehicles (Ambulance)	₱4,500,000.00																
Lot	Quantity	Type	Amount (Php)*																						
A	One (1)	Vehicles (Ambulance)	₱4,500,000.00																						

B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	₱7,000,000.00
C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	₱14,000,000.00
D	One (1)	Mini Bus	₱4,500,000.00
E	One (1)	Custom Built	₱4,500,000.00
TOTAL			₱34,500,000.00

The ABC per lot shall be the upper limit or ceiling for the bid prices. Bid prices that exceed the ABC per lot shall be disqualified outright. Bidders shall have the option to submit a proposal on any or all lots. Evaluation and contract award will be undertaken on a per lot basis.

Bid prices that exceed the ABC shall be disqualified outright.

20.2	No further instructions.
21.2	<p>a. The cost proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid</p> <p>b. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, the written in words shall prevail.</p> <p>c. The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be scheduled for one (1) day and the sequence of bidding will be as follows:</p> <ul style="list-style-type: none"> - Opening of Eligibility and Technical Documents - Opening of Financial Bid <p>d. The Contract will be awarded to the bidder who is declared as the "Lowest Calculated and Responsive Bid".</p> <p>e. In case of a tie, after the post qualification the provisions of the GPPB Circular 06-2005 (Tie Breaking Method) shall apply e.g. coin toss.</p> <p>f. A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified.</p>

Section IV. General 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**.
- 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 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.

Section V. Special Conditions of Contract

GCC Clause																						
1	<p>a. Terms of Reference (TOR) attached as Annex A</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <table><tr><th>Lot</th><th>Quantity</th><th>Type</th><th>Location of Delivery</th></tr><tr><td>A</td><td>One (1)</td><td>Vehicles (Ambulance)</td><td rowspan="3">BCDA Corporate Center, Bonifacio Technology Center Bldg basement parking area, Bonifacio Global City, Taguig City</td></tr><tr><td>B</td><td>Two (2)</td><td>Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)</td></tr><tr><td>C</td><td>Five (5)</td><td>Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)</td></tr><tr><td>D</td><td>One (1)</td><td>Mini Bus</td><td rowspan="2">BCDA BMHI Office, Pamayanang Diego Silang, Brgy. Ususan, Taguig City.</td></tr><tr><td>E</td><td>One (1)</td><td>Custom Built</td></tr></table> <p>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site: Mr. Antonio G. Zabat and Ms. Mae V. Aliporo</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none">a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;	Lot	Quantity	Type	Location of Delivery	A	One (1)	Vehicles (Ambulance)	BCDA Corporate Center, Bonifacio Technology Center Bldg basement parking area, Bonifacio Global City, Taguig City	B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	D	One (1)	Mini Bus	BCDA BMHI Office, Pamayanang Diego Silang, Brgy. Ususan, Taguig City.	E	One (1)	Custom Built
Lot	Quantity	Type	Location of Delivery																			
A	One (1)	Vehicles (Ambulance)	BCDA Corporate Center, Bonifacio Technology Center Bldg basement parking area, Bonifacio Global City, Taguig City																			
B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)																				
C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)																				
D	One (1)	Mini Bus	BCDA BMHI Office, Pamayanang Diego Silang, Brgy. Ususan, Taguig City.																			
E	One (1)	Custom Built																				

	<p>d. 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 Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used, indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

2	<p>Packaging – (Not Applicable)</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
2.1	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Terms of Payment</p> <p>In consideration of the requirements under the TOR, payment to the winning Bidder shall be made upon completion of the delivery of the vehicles, subject to compliance with technical specifications and schedule of requirements under the TOR, and subject to the usual auditing and accounting procedures.</p> <p>Payments shall be made only upon a certification by the BCDA to the effect that the Goods have been supplied, delivered, and installed in accordance with the terms of this Contract and have been duly inspected and accepted. No payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.</p> <p>The failure of the supplier to timely pay its taxes in full shall entitle the government to defer or suspend the payment for goods delivered.</p> <p>The currency in which payment is made to the Supplier under this Contract shall be in Philippine Peso</p>
3	<p>Inspection and Test BCDA shall inspect and accept the delivery made by the Supplier by seeing that the quantity and quality of the Good or Equipment are in accordance with the requirements under Section VII Technical Specifications. BCDA shall determine the appropriate course of action as regards the issues and concerns in connection with the delivery, inspection, testing, and acceptance of all the Lots included in this bidding on a case-to-case basis. For the purpose of acceptance, the Supplier shall have to pass the functional testing and evaluation requirement of BCDA. BCDA shall determine the number of goods or equipment that will be subjected to functional testing. The item selected for testing shall be part of the delivery, however, before acceptance, any worn-out or damaged parts shall be replaced immediately All incidental expenses including handling, shipping, and item replacements, shall be shouldered by the winning Bidder.</p>

	Only after the successful functional test and final acceptance of a specific lot, the items will be paid for by the BCDA.
4.	<p>Miscellaneous Provisions</p> <ul style="list-style-type: none"> a. This Contract shall be binding and obligatory upon the Parties, their respective heirs, assigns, and successors-in-interest, executors, administrators, and/or legal representative. b. The Parties agree that any and all private information which may be shares or obtained by the Parties as a result of this Contract shall be treated with utmost confidentiality and shall be subject to such restrictions and conditions prescribed under -the pertinent laws, rules and regulations which include, among others, the Data PRivacy Act, its Implementing Rules and Regulations, and circulars issued by the National Privacy Commission. c. This Contract embodies the entire agreement and understanding of the Parties and may not be amended, supplemented and varied except by an instrument in writing signed by the Parties. d. This contract shall be deemed to be made under, and shall be governed by, the laws of the Republic of the Philippines in all respects, including matters of construction, validity and performance. e. The Contract shall be governed by and construed in accordance with the laws of the republic of the Philippines. Any dispute, controversy, or claim arising out of, or in relation to this Contract, including but not limited to demands for specific performance of the obligations as specified herein or in the interpretation of its provisions or clauses, shall in the first instance, be settled amicably through a discussion between the Parties. <p>Should the dispute remain unresolved after thirty (30) calendar days from <u>commencement of the discussions between the Parties for amicable settlement</u>, either Party may give notice to the other Party of its intention to commence arbitration as to the matter in dispute, and no arbitration may be commenced unless such notice is given. The dispute shall be settled by arbitration in accordance with Republic Act (RA) 876 and 9285 or the <i>Alternative Dispute Resolution Act of 2004</i>.</p> <p>The arbitration shall be conducted by the one (1) arbitrator to be chosen by the Parties. The arbitration proceedings, including all its records, documents, pleadings, orders and judgment filed or rendered, shall be kept confidential. The seat and venue of the arbitration shall be Metro Manila, Philippines.</p> <p>Any legal action necessary to promote arbitration shall be instituted in the proper courts in <u>Taguig City</u>, to the exclusion of other courts of equal jurisdiction.</p> <ul style="list-style-type: none"> f. This Contract shall take effect immediately upon its signing by both PARTies and shall continue to be in full force and thereafter remain effective until terminated, revoked, modified or amended by both parties hereto.

	<p>g. In line with Executive Order (EO) 398, Series of 2005, the Supplied certifies that it is free and clear of all tax liabilities to the government. Further, the Supplier 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. The Supplier shall regularly present its tax clearance duly issued by the Bureau of Internal Revenue, 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 payment made thereon, to the Procuring Entity.</p> <p>h. Should any of the terms and conditions or any part or clause of this Contract be declared void or unenforceable by component authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Contract, which shall continue to be in full force and effect.</p>
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Section VI. Schedule of Requirements

The delivery schedule for the disinfection services is twice-a-month in all areas indicated in the Terms of Reference (TOR).

Item Number	Description	Quantity	Total (Amount)	Delivered, Weeks/Months
Lot A	Vehicles (Ambulance)	One (1)	4,500,000	Sixty (60) days upon receipt of Notice to Proceed (NTP)
Lot B	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	Two (2)	7,000,000	
Lot C	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	Five (5)	14,000,000	
Lot D	Mini Bus	One (1)	4,500,000	
Lot E	Custom Built	One (1)	4,500,000	

Bidder/Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VII. Technical Specifications

https://drive.google.com/file/d/1825MWfF1w-5D0384aG03zUhTleJ_daWK/view?usp=share_link

ITEM	SPECIFICATION/TERMS OF REFERENCE (TOR)	STATEMENT OF COMPLIANCE
	<p>Supply and Delivery of Brand New Ten (10) Units of Motor Vehicles</p> <ul style="list-style-type: none"> • Please take note that all technical specifications are just minimum requirements and offered products may present equivalent specs or higher. • All items must be at least the latest model per product. 	<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. 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>

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Lot A

ONE (1) UNIT VEHICLE (AMBULANCE)

VEHICLE ENGINE	<p>At least 2,755 cc, Diesel, Four (4) Cylinder In-Line 16 Valve with Double Overhead Camshaft and Turbo Intercooler; with Direct Injection Four-Stroke Common Rail Diesel, Emission Standard Euro 4 compliant</p> <p>Vehicle Dimensions (L/W/H) at least 5,915 x 1,950 x 2,280 mm</p> <p>Vehicle Minimum Gross Weight: must not lower than 2800kgs</p> <p>Vehicle Minimum Mag-Wheels & Tire Size: at least 235/65R16C Alloy</p> <p>Vehicle Minimum Transmission: at least 6 Speed, Automatic</p> <p>Minimum Brakes System (F/R): at least with ventilated Disc Brakes</p> <p>Wheel Base: at least 3,860 mm</p> <p>Ground Clearance: at least 185 mm</p> <p>Vehicle Steering: must be left hand drive with variable power steering</p> <p>Fuel Tank capacity: must not Lower than 70 Liters</p>
VEHICLE FUNCTIONS	<p>Key: at least keyless Entry with smart entry and remote open trunk and push start</p> <p>Windows: must have auto up/down and jam protect</p> <p>Door Locks: must have speed sensing</p> <p>Back Door: must have kick sensor</p>
VEHICLE SAFETY & SECURITY FEATURES	<p>Controls: must have pre-collision system, automatic highbeam, Blind Spot Monitor and Rear Cross Traffic Alert</p> <p>Seats: must be equipped with seat belts and safety belts to fasten the medical team, patients and patients companion</p>
EXTERIOR FEATURES	<p>Exterior Lighting: at least LED with automatic Headlamp Leveling</p> <p>Outside Rear View Mirrors: must have power adjust and autofold</p> <p>Emergency Lights: must have roof mounted light bar with red and green flashing LED lights. The length of the</p>

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	<p>light bar must be the same as the width of the vehicle roof.</p> <p>Electric Siren and Public Address System: at least with standard ambulance siren tones (horns, manual, wail, yelp, phaser, HiLo/Two tone) and with at least 100 watts amplifier and siren speakers. With rotary switch and momentary push-button override control. Public Address override with attached microphone and volume control knob.</p> <p>Body Markings: The front of the ambulance shall be marked with a reflectorized and capitalized word "AMBULANCE" which is spelled out in reverse (mirror image). The height of each letter shall be no less than 10 centimeters and the letters must be in red color. Each side of the ambulance body shall have the capitalized word "AMBULANCE" not less than 15cm in height and the letters must be in red color. The rear side of the ambulance shall be marked with a reflectorized and capitalized word "AMBULANCE" not less than 15cm in height. The letters must be in red color.</p>	
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	<p>INTERIOR FEATURES</p>	<p>Patients Compartment: at least 2,500mm in Length, 1,200mm width and 1,700mm height</p> <p>Partition between the driver and patient compartment: must be air tight, transparent and shatter-proof bulkhead and shatter proof window measuring at least 35x30cm</p> <p>Seat: must have vertical adjust and recline in Driver seat, Slide / Recline/Adjust in Front Passenger Seat,</p> <p>Rear Seat 1: located on the right side of the patient compartment (Bench Type with 3 sitting capacity with compartment, with backrest and permanently mounted on the ambulance floor)</p> <p>Rear Seat 2: located on the head side of the patient (Bench Type with 3 sitting capacity with compartment, with backrest and permanently mounted on the ambulance floor)</p> <p>Seat Fabric: The seat and backrest must be fitted with a mattress made of polyurethane foam covered with a washable leatherette material. The construction of the bench must be in such a way that the underneath can be used as a compartment. The bench must have a 2 point seatbelt for each person.</p> <p>Overhead lighting: at least 2 LED white lights with low light option</p> <p>Grab Rail: aluminum or stainless steel grab rail at least 120cm long. 10cm depth (maximum) installed on the ceiling right above the patient/ambulance stretcher. With two (2) stability/hand straps, at least 30cm long attached to the grab rail (but does not pose as hazard to anyone)</p> <p>220V AC Supply: The patient compartment must be installed with an electronic inverter with a capacity of at least 2KVA and an output voltage of 220V, 60Hz. At least five (5)</p>
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	<p>convenience outlets must be installed at the different points on the compartment to supply power to the medical equipment.</p> <p>Intercom System: Intra- vehicle intercom system must be fitted to serve as voice communication between the driver and personnel in the patient compartment.</p> <p>Airconditioner: Dual Manual Controls with Rear 2-Tier Vent Airconditioner</p> <p>Storage cabinet for medicines, instruments and medical equipment, the cabinet must be mounted on the upper left side of the patient compartment, the cabinet must be firmly anchored (bolted or welded) to tapping plates of the body structure. The cabinet must have transparent and shatter-proof sliding doors with low profile handles. The sliding doors must be easily opened but must not open during transit. The sliding doors must be fitted with an automatic latch or friction holding device. The cabinet must have at least 4 shelves with at least one shelf designed to fit and carry heavy medical equipment such as the defibrillator and nebulizer.</p> <p>Compartment for the folding stretcher and scoop stretcher: Installed below the storage cabinet, made of white painted aluminum panels or other lightweight, equivalent strength materials such as fiberglass, composites and fiberglass reinforced plastics. The cabinet must be firmly anchored (bolted or welded) to tapping plates of the body structure.</p> <p>Outlets: The vehicle must equipped with electrical outlets for medical equipment</p> <p>Digital Clock: at least 4inches display mounted on the patient's cabin wall</p> <p>With Oxygen tank bracket, with Oxygen Tank, with Fully Collapsible</p>	
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		Stretcher, with Fire Extinguisher and with IV Holder Floor: vinyl flooring	
	COLOR	White with Body Markings (4 sides)	
	OTHER REQUIREMENTS	<ul style="list-style-type: none"> • The Dealer must have service centers at least in NCR and Central Luzon. • Spare parts should be available all over Luzon. • Complete basic tool kit, new battery and new spare tire. • The vehicle model must be 2025. • Free labor on periodic maintenance service for the first 5,000 and 20,000 kilometer check-up. The supplier must provide a credit line for the preventive maintenance of the vehicle. • Warranty of the unit is 100,000 km or three (3) years whichever comes first. • The Dealer must have at least five (5) years experience in the business of car dealerships in the Philippines, and the brand of the unit must have at least twenty (20) years existing in the Philippine market. • Free LTO registration for the first three (3) years. • Free first year comprehensive insurance. • Color of vehicles will be subject for approval of the BCDA Management • OR and CR of the vehicles must be delivered or provided at least 1 month after delivery of the vehicles. 	
Lot B	TWO (2) UNITS OF SPORTS UTILITY VEHICLE (SUV)(Engine 1.6L Turbo Hybrid Electric Vehicle)		
	VEHICLE ENGINE	Engine Size: At least 1.6L Turbo Hybrid Electric Vehicle	

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		Displacement: At least 1,598cc, Caligraphy 6speed Automatic with Advanced Smartstream Engine System and Electric Motor Technology, Emission Standard Euro 5 compliant
		Vehicle Dimensions (L/W/H) at least 4830x1900x1780 mm
		Vehicle Minimum Gross Weight: Not lower than 2000kgs
		Vehicle Minimum Mag-Wheels & Tire Size: at least 20" Alloy Wheels/255/45R20
		Vehicle Minimum Transmission: at least 6 Speed, Automatic
		Minimum Brakes System (F/R): at least 17" Disc/17" Disc
		Wheel Base: at least 2,815mm
		Ground Clearance: at least 177mm
		Vehicle Steering: must be left hand drive, with Motor-Driven Power Steering
		Fuel Tank capacity: Not Lower than 1 Liter
	VEHICLE FUNCTIONS	Key Type: at least push start button with smart key Windows: must have power auto up/down in driver and passenger side Door Locks: must have speed sensing and with central door locks Control: at least with cruise control for stop and go, forward collision avoidance assist, lane following assist, blind spot view monitor, reverse parking collision avoidance assist, parking distance warning, manual speed limit assist, rear occupant alert and surround view monitor
	VEHICLE SAFETY & SECURITY FEATURES	Airbags: at least with 6 airbags Locks: at least with anti-lock braking system and child lock Start: at least with hill start assist
	INTERIOR FEATURES	Sunvisor: at least with illuminated vanity mirrors in driver and passenger seats or equivalent

		Airconditioning System (F/R): at least with dual-zone auto temperature Audio System: at least with touchscreen display, AM/FM, apple carplay, android auto, bluetooth with voice recognition, and 6 Speakers Seating Capacity: 6-seater Seat Material: at least leather with power relaxation for driver and passenger, captain seats for rear 1 with sliding, power reclining and remote folding, 50:50 split with reclining and fold down in rear 2 or equivalent With 10 Cupholder, 4 Bottle holder and with seat back pocket
	EXTERIOR FEATURES	Headlamps: atleast with wide projector type LED with 1 Low Beam Assist Daytime Running Lights, Position Lamp, Center Garnish Lamp, Foglamps : at least LED Outer Mirror: Body color with Integrated Turn Signal, Dual Exhaust Tail Pipe, Windshield Wiper: Front w/ Rain-Sensing and Rear w/ Intermittent, Rear Combination Lamp: LED, Rear Spoiler, Door Outside Handle: Plating, Roof Rail, Moon Roof, Antenna: Fin Type.
	COLOR	For approval of BCDA management
	OTHER REQUIREMENTS	<ul style="list-style-type: none"> • The Dealer must have service centers at least in NCR and Central Luzon. • Spare parts should be available all over Luzon. • Complete basic tool kit, new battery and new spare tire. • The vehicle model must be 2025. • Free labor on periodic maintenance service for the first 5,000 and 20,000 kilometer check-up. The supplier must provide a credit line for the preventive maintenance of the vehicle. • Warranty of the unit is 100,000

		<p>km or three (3) years whichever comes first.</p> <ul style="list-style-type: none"> • The Dealer must have at least five (5) years experience in the business of car dealerships in the Philippines, and the brand of the unit must have at least twenty (20) years existing in the Philippine market. • Free LTO registration for the first three (3) years. • Free first year comprehensive insurance. • Color of vehicles will be subject for approval of the BCDA Management • OR and CR of the vehicles must be delivered or provided at least 1 month after delivery of the vehicles. 	
LOT C	FIVE (5) UNITS OF SPORTS UTILITY VEHICLE (SUV) (Engine 2.5L Hybrid Electric Vehicle)		
	VEHICLE ENGINE	<p>Engine Size: At least 2.5L Hybrid Electric Vehicle with Continuously Variable Transmission</p> <p>Displacement: At least 2,487 cc, Gasoline, 16-Valve with dual overhead camshaft valve mechanism, Four (4) Cylinder In-Line, VVT-iE (Intake & Exhaust)</p> <p>Secondary Engine Fuel Type: Electric</p> <p>Vehicle Dimensions (L/W/H) at least 4,475 x 1,775 x 1,700 mm</p> <p>Vehicle Minimum Gross Weight: at least 2230kg</p> <p>Vehicle Minimum Mag-Wheels & Tire Size: At least 225/60 R18 Alloy</p> <p>Vehicle Minimum Transmission: at least with continuous variable transmission (CVT)</p> <p>Minimum Brakes System (F/R): At least Ventilated Disc Brakes/ Solid Discs</p> <p>Wheel Base: At least 2690mm</p> <p>Ground Clearance: at least 8.1 inches</p>	

		Vehicle Steering: at least left hand drive with electric power-assist speed-sensing steering system
		Fuel Tank capacity: at least 55 liters
	VEHICLE FUNCTIONS	Ignition System: at least with push start button Key: at least with keyless entry and with remote open trunk Window: at least with drivers control and with auto with Jam Protect Door Lock: at least with in the driver with drivers control and speed sensing Back Door: at least with kick sensor Outer Mirrors: at least with power adjust and auto-fold Airconditioning: at least with dual-zone with automatic climate control Light Control System: at least with automatic system Audio: at least with 7inch display audio with AM/FM/DVD/Bluetooth/USB, Apple Carplay and Android Auto Speakers: at least with 6 Speakers Charging: at least with wireless charger, USB Charger and 12V Outlet.
	VEHICLE SAFETY & SECURITY FEATURES	Controls: at least with pre-Collision System, automatic High beam, lane tracing assist, lane departure alert, dynamic, radar cruise control Airbags: at least with airbags in the driver/passenger/side/ with curtain shield and knee shield for the driver, with anti-lock brake system, with brake assist, vehicle stability control with trailer sway control, and hill-start assist control Seatbelts: <ul style="list-style-type: none"> • Front Seats: at least with 3-point seatbelts with emergency locking retractors, with a quantity of two, with pretensioner and force limiter • Rear Seat: at least with 3-point emergency locking retractor seat belts, with a quantity of three Lock: at least with child lock protection

		<p>Child Restraint System: at least ISOFIX two lower anchors on the seat and a top tether to secure the car seat to the vehicle</p> <p>Monitor: at least with a back camera with back guide monitor, clearance and back sonar.</p>
	EXTERIOR FEATURES	<p>Headlamps: at least with projector type LED with Automatic High Beam, Headlamps Auto Leveling,</p> <p>Daytime Running Lights: must be LED</p> <p>Foglamps: must be LED</p> <p>Windshield Wiper: (Front) at least w/ rain- sensing and (Rear) at least w/ intermittent</p>
	INTERIOR FEATURES	<p>Seat Material: at least leather type or equivalent,</p> <p>Seat Type and Adjust: at least with 8-way Power w/ memory or P4-way manual</p> <p>Rear seat: at least 60:40</p> <p>Steering Switch: at least with audio and voice command, paddle shifter, tonneau Cover and electronic parking brake</p> <p>Inside Rear View Mirror: at least with auto-dimming</p> <p>Cup/Bottle Holder: at least 8pcs</p> <p>Illuminated Entry System:</p>
	COLOR	To be determined
	OTHER REQUIREMENTS	<ul style="list-style-type: none"> • The Dealer must have service centers at least in NCR and Central Luzon. • Spare parts should be available all over Luzon. • Complete basic tool kit, new battery and new spare tire. • The vehicle model must be 2025. • Free labor on periodic maintenance service for the first 5,000 and 20,000 kilometer check-up. The supplier must provide a credit line for the preventive maintenance of the vehicle. • Warranty of the unit is 100,000 km or three (3) years whichever comes first. • The Dealer must have at least five (5) years experience in the business of car dealerships in the Philippines, and the brand of the

	<div><div></div><div><p>unit must have at least twenty (20) years existing in the Philippine market.</p><ul style="list-style-type: none">• Free LTO registration for the first three (3) years.• Free first year comprehensive insurance.• Color of vehicles will be subject for approval of the BCDA Management• OR and CR of the vehicles must be delivered or provided at least 1 month after delivery of the vehicles.</div></div>	
LOT D	ONE (1) UNIT MINI BUS	
	VEHICLE ENGINE	At least 4,009 cc, Diesel, Four (4) Cylinder In-line, 16 Over Head Valve, Gear Drive,
		Vehicle Dimensions (L/W/H) at least 6,990 x 2,080 x 2,635 mm
		Vehicle Minimum Gross Weight: at least 5,310 kg
		Vehicle Minimum Mag-Wheels & Tire Size: At least 215/70R17.5
		Vehicle Minimum Transmission: at least 5-Speed Manual
		Minimum Brakes System (F/R): At least with ventilated disc or dual two leading drum
		Wheel Base: At least 3,200 mm (standard) and 3,935 mm (long)
		Ground Clearance: At least 180-185mm
		Vehicle Steering: at least left hand drive with double wishbone / leaf spring, rigid, with wheel 2-spoke urethane, steering column, with rigid shift knob and urethane
VEHICLE FUNCTION	Control: at least with meter illumination control and digital clock	
	Audio System: at least with AM/FM/CD 4-Speaker, standard mic and amplifier	
	Airconditioning: at least manual airconditioning system	
	Cool Air Intake: at least snorkel type with pre-cleaner and roof ventilator	
	Brakes: at least with ventilated disc / dual two leading drum	

	VEHICLE SAFETY & SECURITY	Seatbelts: Front / Rear : at least with 3-point seat belt with an Emergency Locking Retractor (ELR) mechanism, paired with a 2-point waving type Equipment: at least with fire extinguisher and anti-theft system with high-security Lock: at least with key cylinder and anti-lock braking system
	EXTERIOR FEATURES	Headlamps: at least with Multi-Reflector Halogen Front & Rear Bumper: at least with Resin with Paint , With Rear Luggage Door, Front and Rear Mudguards , With Intermittent Rear Wiper Rear window Defogger With Timer, High Mount Stop Lamp, Front Turn Signals
	INTERIOR FEATURES	Seats: <ul style="list-style-type: none"> • Front : at least with hi-back/hi back fixed in driver seat and side passenger seat • Rear: at latest with 10 passenger seat, all captain seats with reclining adjust, with forward and backward adjust and leather seat material Sun visor: at least with sun visor in driver and passenger side Lamps: at least with room lamp, center door step lamp, luggage lamp, PVC Mat : Front Floor Carpet & Mat,Rear Floor Carpet & Mat : Vinyl Matting, Front Seat Cup Holder
	COLOR	To be determined
	OTHER REQUIREMENTS	<ul style="list-style-type: none"> • The Dealer must have service centers at least in NCR and Central Luzon. • Spare parts should be available all over Luzon. • Complete basic tool kit, new battery and new spare tire. • The vehicle model must be 2025. • Free labor on periodic maintenance service for the first 5,000 and 20,000 kilometer check-up. The supplier must provide a credit line for the preventive maintenance of the

	<div></div> <div><ul style="list-style-type: none">vehicle.Warranty of the unit is 100,000 km or three (3) years whichever comes first.The Dealer must have at least five (5) years experience in the business of car dealerships in the Philippines, and the brand of the unit must have at least twenty (20) years existing in the Philippine market.Free LTO registration for the first three (3) years.Free first year comprehensive insurance.Color of vehicles will be subject for approval of the BCDA ManagementOR and CR of the vehicles must be delivered or provided at least 1 month after delivery of the vehicles.</div>																					
LOT E	<div>ONE (1) UNIT CUSTOM BUILT</div> <table><tr><td>VEHICLE ENGINE</td><td>At least 6-wheeler, Euro 4 compliant, 3.9-liter, 4-stroke-cycle, water-cooled, inline-4 direct injection diesel engine with a turbocharger and intercooler</td></tr><tr><td></td><td>Vehicle Dimensions (L/W/H) at least 8,475 mm x 2,210 mm x 2,480 mm</td></tr><tr><td></td><td>Weight: at least 11,990 kg GVW, Payload 7,930 kg, Kerb Wt. 4,060 kg</td></tr><tr><td></td><td>Vehicle Minimum Mag-Wheels & Tire Size: At least radial 8.25 R20</td></tr><tr><td></td><td>Vehicle Minimum Transmission: at least 6 forward 1 reverse Manual Transmission</td></tr><tr><td></td><td>Minimum Brakes System (F/R): At least with full-Air S-cam, Dual Circuit, Equipped with Exhaust Brake</td></tr><tr><td></td><td>Clutch: at least with single dry plate, diaphragm spring, hydraulic controlled</td></tr><tr><td></td><td>Wheel Base: At least 4,800 mm (4.8 meters)</td></tr><tr><td></td><td>Fuel Tank Capacity: at least 200 Liters</td></tr><tr><td></td><td>Airconditioning: at least with Auto/Manual in Cabin</td></tr></table>	VEHICLE ENGINE	At least 6-wheeler, Euro 4 compliant, 3.9-liter, 4-stroke-cycle, water-cooled, inline-4 direct injection diesel engine with a turbocharger and intercooler		Vehicle Dimensions (L/W/H) at least 8,475 mm x 2,210 mm x 2,480 mm		Weight: at least 11,990 kg GVW, Payload 7,930 kg, Kerb Wt. 4,060 kg		Vehicle Minimum Mag-Wheels & Tire Size: At least radial 8.25 R20		Vehicle Minimum Transmission: at least 6 forward 1 reverse Manual Transmission		Minimum Brakes System (F/R): At least with full-Air S-cam, Dual Circuit, Equipped with Exhaust Brake		Clutch: at least with single dry plate, diaphragm spring, hydraulic controlled		Wheel Base: At least 4,800 mm (4.8 meters)		Fuel Tank Capacity: at least 200 Liters		Airconditioning: at least with Auto/Manual in Cabin	
VEHICLE ENGINE	At least 6-wheeler, Euro 4 compliant, 3.9-liter, 4-stroke-cycle, water-cooled, inline-4 direct injection diesel engine with a turbocharger and intercooler																					
	Vehicle Dimensions (L/W/H) at least 8,475 mm x 2,210 mm x 2,480 mm																					
	Weight: at least 11,990 kg GVW, Payload 7,930 kg, Kerb Wt. 4,060 kg																					
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	Clutch: at least with single dry plate, diaphragm spring, hydraulic controlled																					
	Wheel Base: At least 4,800 mm (4.8 meters)																					
	Fuel Tank Capacity: at least 200 Liters																					
	Airconditioning: at least with Auto/Manual in Cabin																					

EXTERIOR FEATURES	Accessories: at least with Self-Loading Car Carrier & Wrecker Deck Cap: at least 5,000 kg Deck Dim: at least 6605 x 2496 mm Max. Under lift Cap: at least 4,000 kg Winch: at least 4,000 kg first layer pull
COLOR	Yellow with Multi-Reflector
OTHER REQUIREMENTS	<ul style="list-style-type: none"> • The Dealer must have service centers at least in NCR and Central Luzon. • Spare parts should be available all over Luzon. • Complete basic tool kit, new battery and new spare tire. • The vehicle model must be 2025. • Free labor on periodic maintenance service for the first 5,000 and 20,000 kilometer check-up. The supplier must provide a credit line for the preventive maintenance of the vehicle. • Warranty of the unit is 100,000 km or three (3) years whichever comes first. • The Dealer must have at least five (5) years experience in the business of car dealerships in the Philippines, and the brand of the unit must have at least twenty (20) years existing in the Philippine market. • Free LTO registration for the first three (3) years. • Free first year comprehensive insurance. • Color of vehicles will be subject for approval of the BCDA Management • OR and CR of the vehicles must be delivered or provided at least 1 month after delivery of the vehicles.

<ul style="list-style-type: none"> • Please take note that all technical specifications are just minimum requirements and offered products may present equivalent specs or higher. • All items must be at least the latest model per product
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	DELIVERY PERIOD Within sixty (60) calendar days upon receipt of Notice to Proceed (NTP).																									
	PLACE OF DELIVERY <table><tr><th>Lot</th><th>Quantity</th><th>Type</th><th>Location of Delivery</th></tr><tr><td>A</td><td>One (1)</td><td>Vehicles (Ambulance)</td><td rowspan="3">BCDA Corporate Center, Bonifacio Technology Center Bldg basement parking area, Bonifacio Global City, Taguig City</td></tr><tr><td>B</td><td>Two (2)</td><td>Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)</td></tr><tr><td>C</td><td>Five (5)</td><td>Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)</td></tr><tr><td>D</td><td>One (1)</td><td>Mini Bus</td><td rowspan="2">BCDA BMHI Office, Pamayanang Diego Silang, Brgy. Ususan, Taguig City.</td></tr><tr><td>E</td><td>One (1)</td><td>Custom Built</td></tr></table>				Lot	Quantity	Type	Location of Delivery	A	One (1)	Vehicles (Ambulance)	BCDA Corporate Center, Bonifacio Technology Center Bldg basement parking area, Bonifacio Global City, Taguig City	B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric Vehicle)	D	One (1)	Mini Bus	BCDA BMHI Office, Pamayanang Diego Silang, Brgy. Ususan, Taguig City.	E	One (1)	Custom Built	
Lot	Quantity	Type	Location of Delivery																							
A	One (1)	Vehicles (Ambulance)	BCDA Corporate Center, Bonifacio Technology Center Bldg basement parking area, Bonifacio Global City, Taguig City																							
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D	One (1)	Mini Bus	BCDA BMHI Office, Pamayanang Diego Silang, Brgy. Ususan, Taguig City.																							
E	One (1)	Custom Built																								
	APPROVED BUDGET FOR THE CONTRACT (ABC) <u>Thirty-Four Million Five Hundred Thousand Pesos Only (Php34,500,000.00)</u> inclusive of VAT and all applicable government taxes, broken down as follows: <table><tr><th>Lot</th><th>Qty./Unit</th><th>Type</th><th>Amount (Php)</th></tr><tr><td>A</td><td>One (1)</td><td>Vehicles (Ambulance)</td><td>Total of ₱4,500,000.00</td></tr><tr><td>B</td><td>Two (2)</td><td>Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)</td><td>Not exceeding ₱3.5M (each) or Total of ₱7,000,000.00</td></tr><tr><td>C</td><td>Five (5)</td><td>Sports Utility Vehicle (Engine 2.5L Hybrid Electric</td><td>Not exceeding ₱2.8M (each) or Total of ₱14,000,000.00</td></tr></table>				Lot	Qty./Unit	Type	Amount (Php)	A	One (1)	Vehicles (Ambulance)	Total of ₱4,500,000.00	B	Two (2)	Sports Utility Vehicle (Engine 1.6L Turbo Hybrid Electric Vehicle)	Not exceeding ₱3.5M (each) or Total of ₱7,000,000.00	C	Five (5)	Sports Utility Vehicle (Engine 2.5L Hybrid Electric	Not exceeding ₱2.8M (each) or Total of ₱14,000,000.00						
Lot	Qty./Unit	Type	Amount (Php)																							
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		Vehicle)	
D	One (1)	Mini Bus	Total of ₱4,500,000.00
E	One (1)	Custom Built	Total of ₱4,500,000.00
Total	Ten (10)	-	₱34,500,000.00
<p>The ABC per item shall be the upper limit or ceiling for the bid prices. Bid prices that exceed the ABC per item shall be disqualified outright. Bidders shall have the option to submit a proposal on any or all lots. Evaluation and contract award will be undertaken on a per lot basis.</p> <p>Bid prices that exceed the ABC shall be disqualified outright.</p> <p>Any attempt by the bidder to influence the BAC or its authorized representatives in the evaluation of the bids or contract award decisions shall result in the rejection of its bid or revocation of award as the case may be, and the application of other sanctions and remedies provided by law.</p>			
<p>RESERVATION CLAUSE</p> <p>BCDA reserves the right to accept or reject any and all proposals, to terminate the procurement process, or to reject all proposals at any time prior to the contract award, without thereby incurring any liability to the affected bidders.</p>			

Bidder/Bidder's Authorized Representative:

Name: _____
Legal capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf of: _____
Date: _____

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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) 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; **and**
- ☐ (c) 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; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **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

- ☐ (g) 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

- ☐ (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX.

Bidding Forms

Bid Form

Date: _____

Invitation to Bid No.(reference no.): _____

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY
2nd Floor Bonifacio Technology Center
31st St., Cor. 2nd Ave., Bonifacio Global City
Taguig City

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 Amount and Purpose of
of agentCurrencyCommission 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.

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: _____

[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 ____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

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 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 Department 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

[[urat]

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

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.(reference 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]

SF-G&S-19A

**Statement of All Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government Contracts:</u>							
1.							
2.							
<u>Private Contracts:</u>							
1.							
2.							
Total Amount:							

*Continue in a separate sheet if necessary..

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

- ☐ If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
- ☐ The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract (SLCC)
Similar in Nature to the Contract to be Bid

Business Name : _____
Business Address : _____

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

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

This statement shall be supported by **ANY** of the following:

- ☐ End User's Acceptance; or
- ☐ Official Receipt of the last payment received; or
- ☐ Sales Invoice

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:
 NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

$K = 15$

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative

Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Section X.

PROCUREMENT FOR THE SUPPLY AND DELIVERY OF TEN (10) BRAND NEW MOTOR VEHICLES

SCHEDULE OF BIDDING ACTIVITIES*

No.	ACTIVITIES	DATE/SCHEDULE (2025)
1	Pre-Procurement Conference	08 July 2025 (Tuesday)
2	Posting of Invitation to Bid (Website, PhilGEPS, BCDA Premises)	15 July 2025 (Tuesday)
3	Issuance of Bid Documents	15 July 2025 (Tuesday) - 07 August 2025 (Thursday)
4	Pre-Bid Conference	10:00 AM, 24 July 2025 (Thursday)
5	Deadline for Request for Clarification, if any	5:00 PM, 28 July 2025 (Monday)
6	Issuance of Bid Bulletin, if any	31 July 2025 (Thursday)
7	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	9:00 AM, 07 August 2025 (Thursday)
8	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00 AM, 07 August 2025 (Thursday)
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	08 August 2025 - 14 August 2025
10	Presentation of detailed bid evaluation	14 August 2025 (Thursday)
11	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	14 August 2025 (Thursday)
12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	15 August 2025 - 26 August 2025
13	Deliberation by BAC of the Results of Post qualification	26 August 2025 (Tuesday)
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 29 August 2025 (Friday)
15	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 29 August 2025 (Friday)
16	Contract Signing	On or before 05 September 2025 (Friday)
17	Issuance of Notice to Proceed	On or before 12 September 2025 (Friday)

****Subject to change***

Republic of the Philippines



Government Procurement Policy Board