

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

Visayas Avenue, Diliman, Quezon City, 1128

**PROCUREMENT OF SERVICE PROVIDER  
FOR THE PERIODIC MAINTENANCE  
SERVICE (PMS) OF MOTOR VEHICLES OF  
THE DEPARTMENT OF ENVIRONMENT AND  
NATURAL RESOURCES-CENTRAL OFFICE  
(DENR-CO) FOR CY 2022  
Bid Ref. No. DENR-CO-2021-035**

**Approved Budget for the Contract: P2,243,600.00**

**BIDS AND AWARDS COMMITTEE**

**November 2021**

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

Visayas Avenue, Diliman, Quezon City, 1128

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## Glossary of Acronyms, Terms, and Abbreviations

<b>ABC</b>	: Approved Budget for the Contract.
<b>BAC</b>	: Bids and Awards Committee.
<b>Bid</b>	: 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 <i>Proposal</i> and <i>Tender</i> . (2016 revised IRR, Section 5[c])
<b>Bidder</b>	: 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])
<b>Bidding Documents</b>	: 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])
<b>BIR</b>	: Bureau of Internal Revenue.
<b>BSP</b>	: BangkoSentral ng Pilipinas.
<b>Consulting Services</b>	: 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])
<b>CDA</b>	: Cooperative Development Authority.
<b>Contract</b>	: 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.
<b>CIF</b>	: Cost Insurance and Freight.
<b>CIP</b>	: Carriage and Insurance Paid.
<b>CPI</b>	: Consumer Price Index.
<b>DDP</b>	: Refers to the quoted price of the Goods, which means “delivered duty paid.”
<b>DTI</b>	: Department of Trade and Industry.
<b>EXW</b>	: Ex works.
<b>FCA</b>	: “Free Carrier” shipping point.
<b>FOB</b>	: “Free on Board” shipping point.
<b>Foreign-funded Procurement or Foreign-Assisted Project</b>	: 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]).
<b>Framework Agreement</b>	: 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 project 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***

**INVITATION TO BID**

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**  
**Bid Ref. No. DENR-CO-2021-035**

**Approved Budget for the Contract: ₱2,243,600.00**

1. The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)** using a single-year Framework Agreement through the 2022 National Expenditure Program (NEP) intends to apply the sum of **Pesos: Two Million Two Hundred Forty-Three Thousand Six Hundred (2,243,600.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DENR-CO FOR CY 2022:**

Description	Qty.	Total ABC ₱ (VAT Inclusive)	Funding Source	Bid Security: Bid Securing Declaration OR Cash/Cashier's/ Manager's Check, Bank Draft/ Guarantee, Irrevocable Letter of Credit*equivalent to at least 2% of the ABC (₱)	Bid Security: Surety Bond** (5%)(₱)	Cost/Price of Bid Documents (cash payment only) (₱)
<i>Procurement of Service Provider for the Periodic Maintenance Service (PMS) of Motor Vehicles of the DENR-CO for CY 2022</i>	1 lot	2,243,600.00	2022 NEP	44,872.00	112,180.00	5,000.00

\* *Only those issued and confirmed by a Local Universal or Local Commercial Bank*

\*\* *Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond*

2. Bids received in excess of the ABC shall automatically be rejected at Bid opening. Late bids shall not be accepted.
3. The DENR now invites bids for the **PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DENR-CO FOR CY 2022**. Delivery of the Goods/Services is required from receipt of Notice to Proceed until 31 December 2022. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the ABC, a contract similar to the Project "**Procurement of Service Provider for Periodic Maintenance Service of Motor Vehicles**". The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. Open competitive bidding procedures will be conducted using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, otherwise known as the "Government Procurement Reform Act". All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Award of Contract shall be governed by R.A. 9184 and its Revised IRR.
5. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organization 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.



6. The Invitation to Bid and Bidding Documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DENR website at [www.denr.gov.ph](http://www.denr.gov.ph).
7. The complete set of Bidding Documents may be acquired by interested bidders upon payment of the corresponding fee as indicated above not later than the schedule of submission of bids. The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative upon presentation of proper identification document.
8. The **Schedule of Bidding Activities** shall be as follows:

ACTIVITIES	TIME	VENUE/MODE
1. Sale and Issuance of Bid Documents	<b>9:00 AM to 4:00 PM only Mondays to Fridays</b> Starting <b>05 November 2021</b>	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
2. Orientation for Bidders on the Conduct of Online Conferences	<b>10 November 2021, (Wednesday)</b> <b>10:00 AM</b>	Online via Google Meet Platform**
3. Pre-Bid Conference	<b>12 November 2021, (Friday)</b> <b>1:30 PM</b>	Online via Google Meet Platform**
4. Submission of Bid Documents	<b>25 November 2021, (Thursday)</b> <b>8:30 AM</b>	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
5. Opening of Bids	<b>25 November 2021, (Thursday)</b> <b>1:30 PM</b>	Online via Google Meet Platform**

**\*\* Only two (2) pre-registered representatives per bidder shall be allowed to participate in the Google Meet videoconference.**

9. Prospective Bidders interested to join the Orientation for Bidders, Pre-Bid Conference and Bid Opening through Google Meet video conference may send request for the link to the [bac.co@denr.gov.ph](mailto:bac.co@denr.gov.ph) with the following information together with proof of identity of the attendee a day before the scheduled conference:
  - a. Name of Project: \_\_\_\_\_
  - b. Bid Reference No.: \_\_\_\_\_
  - c. Activity: \_\_\_\_\_
  - d. Company Name: \_\_\_\_\_
  - e. Company Address: \_\_\_\_\_
  - f. Name of Representative/s (maximum of 2 personnel only)
    - i) \_\_\_\_\_
    - ii) \_\_\_\_\_
  - g. Email Address/es: \_\_\_\_\_
  - h. Attach Scanned Copy or Photo of Identity
  - i. Questions/Clarifications

For the Orientation to Bidders on the Conduct of Online Conferences and Pre-Bid Conference, bidders are encouraged to send their authorized technical representative/s or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.



10. Interested bidders may obtain further information from the BAC Secretariat c/o Dianne G. Ibias from 8:00 AM to 5:00 PM only, Mondays to Fridays starting **05 November 2021** at Tel. No. (02) 8926-2675. However, any queries relative to the content of the bid documents and the project requirements can only be made not later than ten (10) calendar days prior to the Submission and Opening of Bids.
11. DENR 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 35.6 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.

(sgd) **EVELYN G. NILLOSAN**  
Chief, Management Division &  
Alternate Vice Chairperson, Bids & Awards Committee  
Date: **04 November 2021**





## ***Section II. Instructions to Bidders***



## 1. Scope of Bid

The Procuring Entity, **Department of Environment and Natural Resources-Central Office**, wishes to receive Bids for the **PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**, with identification number **DENR-CO-2021-035**.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, 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 **NEP 2022** in the amount of Pesos: **Two Million Two Hundred Forty-Three Thousand Six Hundred Pesos (PhP2,243,600.00)**.

2.2. The source of funding is **NGA, National Expenditure Program**.

## 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. 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.
- 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:
  - 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.**
- 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that **Subcontracting is not allowed.**

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and through videoconferencing/webcasting as indicated in 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 **the last 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 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 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.

### 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 tradable 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:
  - a. **Philippine Pesos.**

### 14. Bid Security

- 14.1. The Bidder shall submit a **Bid Securing Declaration<sup>1</sup> 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**.
- 14.2. The Bid and bid security shall be **valid for one hundred twenty calendar days from the date of opening of bids**. 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

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<sup>1</sup> 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.



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 (1) 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.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity’s BAC;
- (d) bear the specific identification of this bidding process indicated in the 1.0; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, as specified in the IB.

TO :	<b>THE BIDS AND AWARDS COMMITTEE</b>
	<b>DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES</b>
FROM :	_____
	<i>(Name of Bidder in Capital Letters)</i>
ADDRESS :	_____
	<i>(Address of Bidder in Capital Letters)</i>
PROJECT:	_____
BID REF NO:	_____
	<i>(In Capital Letters, Indicate the Phrase):</i>
	“DO NOT OPEN BEFORE: _____

**16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in the **IB**.

**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 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.

## 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;
- 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 maybe. 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:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 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 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/Single Calculated Bid, 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***



# Bid Data Sheet

ITB Clause																																													
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li><b>“Procurement of Service Provider for the Periodic Maintenance Service (PMS) of Motor Vehicles”</b>; and</li> <li>Completed <b>within the last five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ol>																																												
7.1	<i>Subcontracting is not allowed.</i>																																												
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.																																												
14.1	The bid security shall be in any of the following forms issued in favor of the <b>Department of Environment and NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)</b> : <table border="1" data-bbox="338 882 1422 1061"> <thead> <tr> <th>Project ABC (P)</th> <th>Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)</th> <th>Bid Security: Surety Bond (5%) (P)</th> <th>Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td><b>P2,243,600.00</b></td> <td><b>44,872.00</b></td> <td><b>112,180.00</b></td> <td>No required Amount</td> </tr> </tbody> </table>	Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Bid Securing Declaration	<b>P2,243,600.00</b>	<b>44,872.00</b>	<b>112,180.00</b>	No required Amount																																				
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<b>P2,243,600.00</b>	<b>44,872.00</b>	<b>112,180.00</b>	No required Amount																																										
19.3	The Project shall be awarded as <b>One Project having Several Items in One (1) Lot that shall be awarded as One Contract</b> <table border="1" data-bbox="338 1149 1414 1783"> <thead> <tr> <th>Item/ Lot/ Service Type and Nature of each Item/ Service</th> <th>Cost per Item or service</th> <th>Maximum Quantity</th> <th>Total Cost per Item (PhP)</th> </tr> </thead> <tbody> <tr> <td rowspan="14">1 <b>Provision for the Periodic Maintenance Service for four wheel vehicles</b> which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.</td> <td>Nissan Urvan -35,000.00</td> <td>18 jobs</td> <td>630,000.00</td> </tr> <tr> <td>Toyota Hi Ace Grandia Van (3.0)- 29,000.00</td> <td>5 jobs</td> <td>145,000.00</td> </tr> <tr> <td>Toyota Hi Ace Commuter Van (2.5)-29,000.00</td> <td>1 job</td> <td>29,000.00</td> </tr> <tr> <td>Toyota Hi lux Pick up 4x4 (3.0)-29,000.00</td> <td>2 jobs</td> <td>58,000.00</td> </tr> <tr> <td>Toyota Hi lux Pick up 4x2 (2.5)-29,000.00</td> <td>1 job</td> <td>29,000.00</td> </tr> <tr> <td>Mitsubishi Strada Pick up 4x4-30,000.00</td> <td>11 jobs</td> <td>330,000.00</td> </tr> <tr> <td>Mitsubishi Strada Pick up 4x2-30,000.00</td> <td>6 jobs</td> <td>180,000.00</td> </tr> <tr> <td>Ford Ranger Pick up 4 x4- 48,300.00</td> <td>6 jobs</td> <td>289,800.00</td> </tr> <tr> <td>Nissan Navara Pick up 4x4- 29,000.00</td> <td>1-job</td> <td>29,000.00</td> </tr> <tr> <td>Isuzu D'max 4x4-29,000.00</td> <td>1 job</td> <td>29,000.00</td> </tr> <tr> <td>Mitsubishi Adventure (MPV)-20,000.00</td> <td>3 jobs</td> <td>60,000.00</td> </tr> <tr> <td>Mitsubishi L300 FB Van- 20,000.00</td> <td>1 job</td> <td>20,000.00</td> </tr> <tr> <td>Mitsubishi Lancer Sedan- 27,000.00</td> <td>7 jobs</td> <td>189,000.00</td> </tr> </tbody> </table>	Item/ Lot/ Service Type and Nature of each Item/ Service	Cost per Item or service	Maximum Quantity	Total Cost per Item (PhP)	1 <b>Provision for the Periodic Maintenance Service for four wheel vehicles</b> which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Nissan Urvan -35,000.00	18 jobs	630,000.00	Toyota Hi Ace Grandia Van (3.0)- 29,000.00	5 jobs	145,000.00	Toyota Hi Ace Commuter Van (2.5)-29,000.00	1 job	29,000.00	Toyota Hi lux Pick up 4x4 (3.0)-29,000.00	2 jobs	58,000.00	Toyota Hi lux Pick up 4x2 (2.5)-29,000.00	1 job	29,000.00	Mitsubishi Strada Pick up 4x4-30,000.00	11 jobs	330,000.00	Mitsubishi Strada Pick up 4x2-30,000.00	6 jobs	180,000.00	Ford Ranger Pick up 4 x4- 48,300.00	6 jobs	289,800.00	Nissan Navara Pick up 4x4- 29,000.00	1-job	29,000.00	Isuzu D'max 4x4-29,000.00	1 job	29,000.00	Mitsubishi Adventure (MPV)-20,000.00	3 jobs	60,000.00	Mitsubishi L300 FB Van- 20,000.00	1 job	20,000.00	Mitsubishi Lancer Sedan- 27,000.00	7 jobs	189,000.00
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		Toyota Camry Sedan- 32,000.00	1 job	32,000.00
		Isuzu Crosswind SUV- 20,000.00	4 jobs	80,000.00
		Toyota Innova MPV- 29,000.00	5 jobs	145,000.00
		Toyota Previa MPV- 20,000.00	1 job	20,000.00
		Nissan Patrol Safari SUV- 24,000.00	1 job	24,000.00
		Mitsubishi Xpander (SUV)- 20,500.00	1 job	20,500.00
		Ford Everest SUV-48,300.00	1 job	48,300.00
		Honda CRV SUV-17,000.00	1 job	17,000.00
		Isuzu MU"X 4X4 SUV- 28,000.00	1 job	28,000.00
				<b>2,243,600.00</b>

20.2	<p><b>Post Qualification:</b> Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:</p> <p><b>1. For Eligibility Documents:</b></p> <p>A. In case bidder submitted its <b>Certificate of PhilGEPS Registration (Platinum Membership)</b> during the bid submission, present original copy and submit certified true copy of the following Class "A" eligibility documents:</p> <ol style="list-style-type: none"> <li>a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;</li> <li>b) Copy of Business/Mayor's Permit for 2021 issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas;</li> <li>c) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</li> <li>d) Audited Financial Statements (AFS) for 2020 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated 2021.</li> </ol> <p>B. In case the bidder submitted the Class "A" eligibility documents during the bid submission, present original copies of the same and submit copy of the <b>Certificate of PhilGEPS Registration (Platinum Membership)</b>.</p> <p><i>(In case of Joint Venture between local companies, both partners must present/submit the Class "A" eligibility documents. In case of foreign partner, item "1.A.i" is not applicable, but must submit any equivalent document.)</i></p> <p><b>2. Present original copy and submit certified true copy of the following:</b></p>
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- a) 2020 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; *Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months):*
- b) POs or Contracts for all Ongoing Contracts as listed per submitted Annex I with corresponding contact details (contact person, contact number & e-mail address);
- c) Copy of any document as proof of at least three (3) star shop accreditation from DTI;
- d) Copy of at least one (1) Contract/PO or any equivalent document as proof of at least five (5) years of business operations in the Philippines;  
*Note: Said document must be dated not later than 2016*
- e) Certificate of Performance Evaluation (**Annex VII**) or equivalent document with a rating of at least Satisfactory issued by the Largest Contract/s Client/s of the bidder per submitted Annex I-A. The certification/document must indicate that the evaluation was based on the bidder's performance on timely delivery, compliance to specifications, warranty and after sales service.

***(In case of Joint Venture between local companies, both partners must present/submit above item a. In case of foreign partner, must present/submit Corporate Financial Statement or Annual Report)***

**3. Submit original copy of the following:**

- a) Company Profile (per **Annex VIII**). Company printed brochure may be included.
- b) Vicinity map/location of the business;
- c) Certification or any equivalent document to prove that the bidder has service centers within the Quezon City, Philippines;
- d) List of necessary parts, materials, tools, manpower and equipment to carry out the necessary repair and maintenance works of the DENR-CO motor vehicles;
- e) Certification or any equivalent document to prove capacity and ability to provide maintenance service and technical support;
- f) Detailed price list of parts and materials and labor cost necessary to carry out the project

***(In case of Joint Venture, both partners must present/submit items a and b)***

4. **Present original copy of the** End-User's Acceptance or Official Receipt/Sales Invoice relative to Single Largest Completed Contract per submitted **Annex I-A**.
5. **Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as "COPY 1" and "COPY 2"**
6. **Submit digital/scanned copy of the Eligibility, Technical, Financial and Post-qualification documents stored in Universal Serial Bus (USB) flash drive.**



	Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.
21.2	Within ten (10) calendar days from receipt of Notice of Award, successful Bidder shall post the required performance security, sign and date the contract and return it to DENR.



## ***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.

## 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. 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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (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***



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b>                      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> <p>The delivery terms applicable to this Contract are delivered <i>in the Philippines</i>. 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 is:</p> <p><b>ENGR. GUILLERMO V. ESTIPONA, JR.</b>                      Chief, General Services Division                      Administrative Service                      Department of Environment and Natural Resources                      Tel. No.: (02) 8248-3367 loc 1041</p> <p><b>Incidental Services –</b>                      The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol> <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>

**Packaging –**

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

**Transportation –**

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.

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>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><b>Intellectual Property Rights –</b> 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	Payment shall be made in accordance with Section VI. Schedule of Requirements and upon completion of the contract and submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.
4	Applicable inspection and testing shall be conducted by the Inspection and Pre-Acceptance Committee of the Department.



## ***Section VI. Schedule of Requirements***

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 1 of 17)

**Instruction to Bidders:** **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

**A. TERMS OF REFERENCE as of 04 November 2021****TERMS OF REFERENCE**

<b>Project Title</b>	:	Procurement of Service Provider for the Periodic Maintenance Service (PMS) of Motor Vehicles of the Department of Environment and Natural Resources Central Office (DENR-CO) for CY 2022
<b>Contract Type</b>	:	Framework Agreement
<b>Contract Duration</b>	:	January to December 2022

**1. RATIONALE**

In order to effectively carry out the mandated functions, operational and administrative requirements of the Department of Environment and Natural Resources-Central Office (DENR-CO), the use and availability of official DENR-CO motor vehicle is essential.

To safeguard that the motor vehicles are properly functioning, and to ensure its road worthiness, and safe for travels, regular Periodic Maintenance Service (PMS) is being conducted. The Periodic Maintenance Service (PMS) of motor vehicles also ensures the safety of the staff/passengers avoid fatal accidents and at the same time, a cost saving measure as provided for under the EMS.

To ensure effective and efficient use of motor vehicles, proper upkeep, maintenance, and timely repair is a must. Hence, the DENR-CO intends to engage a Service Provider for the Periodic Maintenance Service (PMS) of the motor vehicles through Framework Agreement.

Through this, the long and tedious process of procurement is avoided.

**2. GENERAL OBJECTIVE**

The Department of Environment and Natural Resources-Central Office (DENR-CO) seeks to outsource the services for Periodic Maintenance Service (PMS) for the motor vehicles through Framework Agreement with the following objectives:

1. Upkeep of office motor vehicles; and
2. Periodic Maintenance Service (PMS) of motor vehicles to prolong its useful life and avert breakdowns and failures, which optimize the performance, reliability and safety of the vehicle and its passengers.



**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER****(page 2 of 17)****3. LEGAL BASIS**

The Procurement for the Service Provider for the Periodic Maintenance Service (PMS) for the Department of Environment and Natural Resources Central Office (DENR-CO) Motor Vehicles for January to December 2022 is subject to Framework Agreement arrangement pursuant to the guidelines set forth in Government Procurement Policy Board Resolution Numbers 01-2012 dated January 27, 2012, 27-2019 dated December 10, 2019 and Appendix 26 (Revised Guidelines for the Use of Ordering Agreement) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No 9184.

**4. SCOPE OF WORK**

The winning bidder shall perform the required work and provide the services necessary for the Periodic Maintenance Service (PMS) of the DENR-CO motor vehicles.

The specific coverage of the Periodic Maintenance Service (PMS) includes but not limited to the following:

**1) Periodic Maintenance Service (PMS) for four wheel vehicles**

- Tune-up (replacement of sparkplugs and wires, pcv valve if equipped);
- Change oil/ topping-up (engine, transmission and differential)
- Regular topping-up or replacement of fluids (brake, clutch, steering, cooling);
- Filter replacement (fuel, cabin, oil, transmission); and
- Other necessary checking and adjustment of parts as indicated in the owner's manual.

<b>PERIODIC MAINTENANCE SERVICE (PMS)</b>	<b>MINOR PMS 10, 30, 50, 70, 90 x 1,000 km. or every 6 months</b>	<b>MAJOR PMS 20, 40, 60, 80, 100 x 1,000 km. or every 12 months</b>
<b>Operations inside the vehicle</b>		
1. Check operation of all lights (headlamps, turn signals, brake lamps, reverse, and cabin lights).	X	X
2. Check operation of horn, power side mirrors and windows, A/C and other dashboard switches.	X	X
3. Check A/C cooling and performance.	X	X
4. If equipped, clean A/C cabin filter and replace every 20,000 km. Check evaporator if not equipped with A/C cabin filter and recommend using one for models with dealer option.	X	X

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 3 of 17)

<b>PERIODIC MAINTENANCE SERVICE (PMS)</b>	<b>MINOR PMS 10, 30, 50, 70, 90 x 1,000 km. or every 6 months</b>	<b>MAJOR PMS 20, 40, 60, 80, 100 x 1,000 km. or every 12 months</b>
5. Check wiper blade condition, wiper and washer spray operation.	X	X
6. Check/adjust brake and clutch pedal free-play and parking brake level stroke.	X	X
7. Reset PMS reminder (for models equipped).	X	X
<b>Operations inside the engine compartment</b>		
8. Check battery health using battery tester.	X	X
9. Check engine coolant level in reservoir and change every 40,000 km	X	X
10. Check radiator cap.	X	X
11. Clean air cleaner element every 20,000 km	X	X
12. Check fluid level in brake, clutch, and power steering reservoir every 5,000 km and change every 40,000 km.	X	X
13. Check drive belts for cracks, fraying, and wear. Adjust tension as needed.	X	X
14. Check condition of intake air, radiator hoses (connection of clamps), turbocharger if equipped, and vacuum pump.		X
15. Check/adjust valve clearance (except for vehicles with auto-lash adjusters).		X
16. Check timing belt or chain every 60,000 to 80,000 km (recommended).		X
17. Check and clean EDR system, EGR valve, and intake manifold every 20,000 km.	X	X
18. Check operation crankcase emission control system every 40,000 km.		X
19. Replace spark plugs every 20,000 km, if standard, and every 100,000 km, if iridium, including wires and pcv valve if equipped.		X
20. Replace fuel filter every 40,000 km.		X
<b>Operations under the vehicle</b>		
21. Replace oil filter and fully synthetic engine oil every 10,000 km.	X	X
22. Change transmission (including in transfer case) and	X	X



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<b>PERIODIC MAINTENANCE SERVICE (PMS)</b>	<b>MINOR PMS 10, 30, 50, 70, 90 x 1,000 km. or every 6 months</b>	<b>MAJOR PMS 20, 40, 60, 80, 100 x 1,000 km. or every 12 months</b>
front and rear differential fluids every 30,000 km. Replace transmission filter every 40,000 km.		
23. Check drive shaft and steering linkage condition and connections (including seals and boots).	X	X
24. Check suspension system including ball joints and dust cover for damage, looseness, and play. Lubricate grease fittings if applicable.	X	X
25. Check and lubricate propeller shaft components with grease fitting.		X
26. Check exhaust system for leaks.		X
27. Check front and rear wheel bearings for play and repack bearings every 30,000 km (if applicable).	X	X
28. Check brake/fuel hoses and pipes (and clamps) for leakage or deterioration.	X	X
29. Check engine, transmission, and front and rear axle housings for any sign of coolant or oil leak.	X	X
30. Check brake discs and pads, including shoe linings and drums (drum-in-disc), for wear.	X	X
<b>Operations after engine warm-up</b>		
31. Check engine idling speed.	X	X
32. Check common rail engine (small injection quantity learning).		X
<b>Others</b>		
33. Check condition of tires (foreign object presence, pressure, and wear and depth).	X	X
34. Rotate tires every 10,000 km. and reset Tire Pressure Monitoring System (TPMS) if equipped. Note: Follow rotation pattern specified for each tire type.	X	X
35. Check wheel alignment every 10,000 km.	X	X
36. Conduct road tests as needed.	X	X



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## 5. SPECIFICATIONS AND APPROVED BUDGET OF THE CONTRACT

The Approved Budget for the Contract (“ABC”) is **Two Million Two Hundred Forty Three Thousand and Six Hundred Pesos (PhP 2,243,600.00)**, inclusive of all applicable taxes and service charges, and subject to the usual government accounting and auditing regulations.

The list of Periodic Maintenance Service (PMS), and their corresponding technical specifications, scope of work, projected quantities, and schedule are indicated in Annex A – Detailed Specifications; Technical Specifications; Framework Agreement List, and Approved Budget of the Contract.

Repair and maintenance work not included, which are due to unforeseen damage and defective parts, shall not form part of the ABC and costs for labor, parts and materials included therein shall require a separate procurement process.

The cost of repair of vehicles shall not exceed thirty percent (30%) of the current market price pursuant to Commission on Audit (COA) Circular No. 2012-003 dated 29 October 2012, Updated Guidelines for the Prevention and Disallowance of Irregular, Unnecessary, Excessive, Extravagant and Unconscionable Expenditures.

## 6. ELIGIBILITY REQUIREMENTS OF SERVICE PROVIDER

### 1. Service Provider Minimum Qualifications:

- A. At least 3 star shop accreditation from DTI.
- B. At least 5 years of business operations in the Philippines.
- C. Must have service centers within Quezon City.
- D. Must have all the necessary parts, materials, tools, manpower and equipment (e.g car lifts) to carry out the necessary PMS works of the aforesaid DENR-CO motor vehicles.

### 1.1 Service Provider Documentary Requirements:

- A. Registration Certificate from SEC, DTI, or CDA;
- B. Valid Mayor’s Permit;
- C. Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR;
- D. Audited Financial Statements for the last two (2) years, stamped received by the BIR;



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E. Valid PHILGEPS Platinum Registration Certificate.

2. Service Provider - Functions and Responsibilities:

- A. Perform and provide maintenance services in line with the Periodic Maintenance Service (PMS) schedule as prescribed.
- B. Supply and install genuine service parts and materials conforming to the standards for the specific typology of DENR-CO motor vehicle and always ensures availability of the said items.
- C. Original Equipment Manufacturer (“OEM”), Commercially purchased may be used if the parts match or exceed that of its equivalent genuine spare parts after receiving approval from DENR-CO through its Motorpool Section, GSD.
- D. Use fully synthetic-type engine oil or recommended standard as prescribed by the manufacturer for the specific typology of DENR-CO motor vehicle.
- E. Ensure the compliance of the recommended level and replenishments of all oil and fluids to include; engine oil, transmission, differential, brake, clutch, steering and cooling is in compliance with the standards set forth by the authorized dealer for the specific typology of DENR-CO’s motor vehicle.
- F. Ensures availability of the service center during normal operation hours from 8:00 AM to 5:00 PM daily.
- G. At least one (1) certified Service Advisor must be available as the need arises to attend to the concerns of DENR-CO.
- H. Maintain strict control of all accountable documents. This includes logs and registers required by DENR-CO. These documents will be made available to DENR-CO upon request. Each vehicle should have a file and history records.
- I. Ensures safekeeping of DENR-CO motor vehicles during Periodic Maintenance Service (PMS) at the service center.
- J. Ensures turnaround time for Periodic Maintenance Service (PMS) will be 2 hours.
- K. Provide job estimate and inspection report prior to commencement of the Periodic Maintenance Service (PMS), or other repair and maintenance works subject to the approval of an authorized representative of DENR-CO.





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- L. Provide recommendation and post-inspection report after every Periodic Maintenance Service (PMS) done by the Service Provider in preparation for the next PMS.
  - M. Provide Service/Sales Invoice including warranty coverage for the parts and labor, or Official Receipt for every Periodic Maintenance Service (PMS) accomplished by the Service Provider.
  - N. In case of maintenance and repair which is not covered by the Framework Agreement, the approval of the authorized representative of DENR-CO shall be required. A separate procurement process and billing together with Sales Invoice and Official Receipt shall be issued.
  - O. Ensures all properly labelled waste materials shall be turned over to DENR-CO PSMD for appropriate action.
3. DENR CO - Functions and Responsibilities:
- A. The Motorpool Section/end-user shall accomplish the required Vehicle Repair Request Form.
  - B. The Motorpool Section, GSD shall determine the needed item or service covered in the Framework Agreement and require the delivery of the item or rendition of the services identified in the Framework Agreement List in such quantity or scope and at the price for which it was awarded by executing a Call-Off.
  - C. Vehicle repair services shall be subjected to pre and post-inspection of the DENR Inspection and Pre-Acceptance Committee (IPC). Otherwise, it will be a ground for disallowance and/or non-payment of claim for the services rendered.
  - D. The IPC shall facilitate the conduct of pre and post-inspection of the vehicles. The Pre and Post-Inspection Reports are required for the preparation of Disbursement Voucher by the Motorpool Section, GSD.
  - E. The inspection and conveyance of vehicles to the Service Provider shall be the sole responsibility of the Motorpool Section, GSD.
  - F. Transit of DENR vehicles to the Service Provider's Center must be supported by a duly numbered Vehicle Repair Request Form, Trip Ticket and Call-Off approved by the authorized signatory.

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- G. Repair of vehicles shall be supervised and/ or inspected in the service center by the Motorpool Section Chief or his representative, if necessary, to ascertain compliance with contract specification.
- H. The Motorpool Section, GSD shall ensure that the cost of repair of vehicles shall not exceed thirty percent (30%) of the current market price pursuant to Commission on Audit (COA) Circular No. 2012-003 dated 29 October 2012, Updated Guidelines for the Prevention and Disallowance of Irregular, Unnecessary, Excessive, Extravagant and Unconscionable Expenditures.
- I. The Motorpool Section, GSD shall facilitate the processing of payment of the Periodic Maintenance Service, upon completion of the following:
- Pre and Post-Inspection Report
  - Vehicle Repair Request Form
  - Call-Off
  - Service/Sales Invoice including warranty coverage for the parts and labor, or Official Receipt for every Periodic Maintenance Service (PMS) accomplished by the Service Provider
  - Waste Materials Report
  - Certificate of Acceptance
- J. The DENR shall issue payment thru Advisory Debit Account (ADA) or check, upon complete submission of documentary requirements per Call-Off.

**7. FRAMEWORK AGREEMENT PROVISION**

1. Within ten (10) calendar days from receipt by the participating bidder(s) of the Notification to Execute a Framework Agreement with the procuring entity, the bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso (Php 1.00) to be paid by the procuring entity as a consideration for the option granted to the procuring entity to procure the items in the Framework Agreement List when the need arises.
2. Framework Agreements shall include the following: (a) Framework Agreement List (b) a provision that the perfection of the actual procurement contract shall be reckoned from the execution of the Call-Offs; and (c) statement that upon the execution of the Call-Offs, all rules and guidelines governing implementation of procurement contracts under RA No. 9184 and its revised IRR shall be applicable.
3. Prices indicated in the Framework Agreement corresponding to the subject goods or services in the Framework Agreement List shall be fixed price per item or identified service. For a single-year Framework Agreement, the price shall be based on the actual bid price of the bidder.



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4. Framework Agreements shall not state or imply any agreement by the procuring entity to place future contracts or make orders with the supplier or Service Provider.
5. No modification of the Framework Agreement during its period shall be allowed.
6. The Framework Agreements shall be valid only from January 1, 2022 or from the time the Framework Agreements was entered into and executed by the parties until December 31, 2022 and shall not be extended beyond its lifetime.
7. To guarantee the faithful performance by the supplier or Service Provider of its obligations under the Framework Agreement, it shall submit a performance security in accordance with Section 39 of the revised IRR of RA No. 9184 or a Performance Securing Declaration as defined under this Guidelines prior to the signing of the Framework Agreement.
8. The basis for the computation of the Performance Security shall be the total contract price whether the procurement is for a single year Framework Agreement.
9. Notwithstanding the eligibility of a bidder, the BAC reserves the right to review the qualifications of the supplier or Service Provider. If there has been any change in the capability of the supplier or Service Provider to undertake its obligations under the Framework Agreement so that if it fails the eligibility criteria set thereon, the procuring entity shall consider the said supplier or Service Provider as ineligible and shall disqualify it from obtaining any award or contract.
10. Bidders executing the Framework Agreement for a single year shall ensure the continuing validity of their eligibility documents during the implementation of the contract.
11. All forms as prescribed in GPPB No. 27-2019 shall be used.

**8. CALL-OFF**

1. When the Department of Environment and Natural Resources Central Office has determined that an item or service covered in the Framework Agreement is needed, it shall require the delivery of the item or rendition of the service identified in the Framework Agreement List in such quantity or scope and at the price for which it was awarded by executing a Call-Off.
2. For a single-year Framework Agreement, Call-off may be executed and issued to the winning supplier or Service Provider immediately upon determination that an item or service is needed.

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3. The BAC may execute as many Call-Offs for the same item as may be needed within the period of the Framework Agreement as long as the total quantity for all Call-Offs do not exceed the maximum quantity in the Framework Agreement List and the aggregate amount of all executed Call-Offs do not exceed the total contract price specified in the Framework Agreement.
4. The succeeding Call-Offs shall have the same unit price based on the financial bid offer in case of single-year Framework Agreement. The BAC may execute Call-Offs requiring delivery to multiple destinations or performance at multiple locations.
5. For purposes of participation in other public bidding activities, the aggregate of the Call-Offs for a particular item or similar items satisfactorily completed by the supplier or Service Provider shall be considered as one (1) completed contract with the cumulative amount thereof as the total contract amount. In such case, the date appearing in the Certificate of Acceptance issued by the procuring entity for the last delivery will be considered as the date of completion of the contract. On the other hand, only those undelivered items in the Call-Offs executed by the procuring entity shall be included in the Statement of All Ongoing Government and Private Contracts for purposes of participating in other bidding activities.
6. For purposes of the Certificate of Availability of Funds requirement, it shall be issued only every Call-Off subject to existing auditing and budgeting rules and regulations.

**9. IMPLEMENTATION AND TERMINATION OF FRAMEWORK AGREEMENT**

1. After receipt by the supplier or Service Provider of the Call-Off from the procuring entity, it shall deliver or perform the items within the period specified in the Framework Agreement, unless a different time is provided in the Call-Off.
2. Any extension of time for the delivery or performance shall be made in writing and prior to the date of deliver or performance indicated in the Framework Agreement or Call-Off and subject to prior approval by the procuring entity after consideration of reasonable and justifiable causes.
3. If the supplier or Service Provider fails to deliver or perform within the agreed period, including any time extension, it shall be liable to the procuring entity for liquidated damages of at least equal to one-tenth of one percent (.001) pursuant to GPPB Resolution No. 27-2019, dated 10 December 2019 page 14 of 20 cost of the unperformed portion of the total amount of the items ordered per Call-Off for every day of delay.



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4. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the items ordered per Call-Off, the procuring entity may rescind the same, without prejudice to other courses of action and remedies open to it.
5. The Warranty provision for goods under Section 62 of RA No. 9184 and its revised IRR shall be observed under the Framework Agreement, and shall be required for each Call-Off.
6. Without prejudice to the provisions of applicable laws, rules, and guidelines, the Framework Agreement shall automatically terminate under any of the following conditions:
  - 6.1 When the total maximum quantity specified in the Framework Agreement has been exhausted; or
  - 6.2 When the specified duration of the Framework Agreement has expired.
7. All other rules governing contract implementation and termination under RA No. 9184, its revised IRR, and relevant procurement policies shall be applicable.
8. The Department of Environment and Natural Resources Central Office shall reserve the right to suspend/cancel delivery of the items covered by the Framework Agreement in the event of contingencies beyond the control of DENR CO.

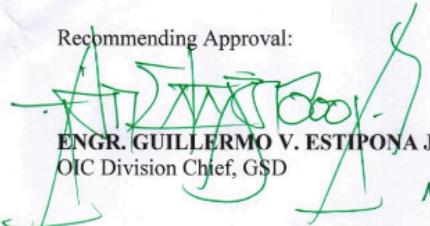
**10. REPEAT ORDER**

1. No Repeat Order for an item in the Framework Agreement List shall be allowed until after the procuring entity has exhausted the maximum quantity for the same item specified therein or after the Framework Agreement has expired, whichever comes first and subject to the conditions provided in Section 51 of RA No. 9184 and its revised IRR. For this purpose, the Repeat Order may only be availed of within six (6) months from the date of the last or final Call-Off for a specific item where the maximum quantity has been exhausted or from the expiration of the Framework Agreement.
2. In case Repeat Order is allowed and resorted to, the twenty-five percent (25%) maximum allowable quantity shall be based on the aggregate quantity of actual items ordered and delivered.

**11. DISPUTE RESOLUTION**

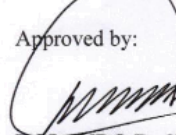
1. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.
2. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
3. Any amendment or additional terms and conditions to the Agreement and the Contract must be in writing, signed and acknowledged by the Parties.

Recommending Approval:



**ENGR. GUILLERMO V. ESTIPONA JR.**  
OIC Division Chief, GSD

Approved by:



**ROLANDO R. CASTRO**  
Director, Administrative Service





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## *Framework Agreement List*

Item/ Lot/ Service Type and Nature of each Item/ Service	Cost per item or service	Maximum Quantity	Total Cost per Item (PhP)
1 <b>Provision for the Periodic Maintenance Service for four wheel vehicles</b> which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Nissan Urvan -35,000.00	18 jobs	630,000.00
	Toyota Hi Ace Grandia Van (3.0)- 29,000.00	5 jobs	145,000.00
	Toyota Hi Ace Commuter Van (2.5)-29,000.00	1 job	29,000.00
	Toyota Hi lux Pick up 4x4 (3.0)-29,000.00	2 jobs	58,000.00
	Toyota Hi lux Pick up 4x2 (2.5)-29,000.00	1 job	29,000.00
	Mitsubishi Strada Pick up 4x4-30,000.00	11 jobs	330,000.00
	Mitsubishi Strada Pick up 4x2-30,000.00	6 jobs	180,000.00
	Ford Ranger Pick up 4 x4- 48,300.00	6 jobs	289,800.00
	Nissan Navara Pick up 4x4- 29,000.00	1-job	29,000.00
	Isuzu D'max 4x4-29,000.00	1 job	29,000.00
	Mitsubishi Adventure (MPV)-20,000.00	3 jobs	60,000.00
	Mitsubishi L300 FB Van- 20,000.00	1 job	20,000.00
	Mitsubishi Lancer Sedan- 27,000.00	7 jobs	189,000.00
	Toyota Camry Sedan- 32,000.00	1 job	32,000.00
	Isuzu Crosswind SUV- 20,000.00	4 jobs	80,000.00
	Toyota Innova MPV- 29,000.00	5 jobs	145,000.00
	Toyota Previa MPV- 20,000.00	1 job	20,000.00
	Nissan Patrol Safari SUV- 24,000.00	1 job	24,000.00
	Mitsubishi Xpander (SUV)- 20,500.00	1 job	20,500.00
	Ford Everest SUV-48,300.00	1 job	48,300.00
Honda CRV SUV-17,000.00	1 job	17,000.00	
Isuzu MU*X 4X4 SUV- 28,000.00	1 job	28,000.00	
			<b>2,243,600.00</b>

<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within five (5) calendar days upon issuance of Call-off.</i>	
<i>Remarks</i>		
<b>SIGNATURE OVER PRINTED NAME</b>	<b>POSITION</b>	<b>DEPARTMENT/DIVISION</b>



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**Framework Agreement**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at \_\_\_\_\_, represented herein by its \_\_\_\_\_ and hereinafter referred to as the "THE PROCURING ENTITY".

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at \_\_\_\_\_, represented by its \_\_\_\_\_ hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project \_\_\_\_\_;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

**Article I  
GENERAL CONSIDERATIONS**

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof



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3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Framework Agreement List and the Technical Specifications;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract;
  - (e) the Performance Security or Performance Securing Declaration;
  - (f) the Procuring Entity's Notice to Execute Framework Agreement;
  - (g) Mini Competition, when necessary; and
  - (h) Call-Offs.

#### **Article II DURATION**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner revoked by both parties.

#### **Article III CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

#### **Article IV PERFECTION OF PROCUREMENT CONTRACT**

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off

#### **Article V OBLIGATION TO ANSWER A CALL-OFF**

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.



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**Article VI  
TERMS AND CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)





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<b>CALL-OFF</b>					
_____					
Agency					
Supplier: _____			C.O. No.: _____		
Address: _____			Date: _____		
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:					
Place of Delivery: _____			Delivery Term: as indicated in the Framework Agreement _____		
Date of Delivery: _____			Payment Term: as indicated in the Framework Agreement _____		
Quantity	Unit	Description	Inventory	Unit Cost	Amount
(Total Amount in Words) <i>Five Thousand Pesos Only</i>					-
Please see attached Terms and Conditions					
Conforme:			Very Truly Yours,		
_____			_____		
Signature over Printed Name of Supplier			Authorized Official		
_____					
Date					
Funds Available: _____			ALOBS No. _____		
_____			Amount: _____		
Chief Accountant					



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**B. Other Requirements**

1. Bidder has no overdue deliveries or unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

**BIDDER'S UNDERTAKING**

*I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference*

*I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.*

*Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.*

\_\_\_\_\_  
**Name of Company (in print)**

\_\_\_\_\_  
**Signature of Company Authorized Representative**

\_\_\_\_\_  
**Name & Designation (in print)**

\_\_\_\_\_  
**Date**



# ***Section VII. Technical Specifications***

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**Technical Specifications**

**Instruction to Bidders:** **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

Project Requirements			*Bidder's Statement of Compliance
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	
Provision for the Periodic Maintenance Service for four wheel vehicles which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Nissan Urvan NV350 (18 units 2019)	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter, clean and adjust all brake, change gear oil transmission and differential, engine detailing, 1 ltr. Coolant, check all bolt and tighten.	
	Toyota Hi Ace Grandia 1 unit 2018, ( 3 unit 2013), 1 unit 2014	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter, clean and adjust all brake, change gear oil transmission and differential, engine detailing, 1 ltr. Coolant, check all bolt and tighten.	
	Toyota Commuter 2013	Tune up,7L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter, clean and adjust all brake, change gear oil transmission and differential, engine detailing, 1 ltr. Coolant, check all bolt and tighten.	

*\*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)*



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Project Requirements			*Bidder's Statement of Compliance
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	
Provision for the Periodic Maintenance Service for four wheel vehicles which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Toyota Hi Lux 4x4 (2 unit 2013)	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Toyota Hi lux 4x2 2007	Tune up,7L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Mits.Strada 4x4 (11 units 2017)	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	

*\*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)*

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 3 of 7)

Project Requirements			*Bidder's Statement of Compliance
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	
Provision for the Periodic Maintenance Service for four wheel vehicles which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Mits.Strada 4x2 (6 units 2017)	Tune up,7L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Ford Ranger 4x4 (5 units 2019)	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Nissan Navara 2010	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Isuzu D"Max (Pick Up) 4x4 2016	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	

*\*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)*

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 4 of 7)

Project Requirements			*Bidder's Statement of Compliance
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	
Provision for the Periodic Maintenance Service for four wheel vehicles which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Mitsubishi Adventure (MPV) 2 unit 2010, 1 unit 2009	Tune up,6L engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Mitsubishi L300 (FB Van) 2012	Tune up, 6L engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Mitsubishi Lancer (SEDAN) 2017	Tune up, spark plug,4L gasoline engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Toyota Camry (SEDAN) 2010	Tune up, spark plug,6L gasoline engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	

*\*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)*

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 5 of 7)

Project Requirements			*Bidder's Statement of Compliance
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	
Provision for the Periodic Maintenance Service for four wheel vehicles which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Isuzu Crosswind (SUV) (3 units 2013), 2016	6L engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter, clean and adjust all brake, change gear oil transmission and differential, engine detailing, 1 ltr. Coolant, check all bolt and tighten.	
	Toyota Innova (MPV) (2 units 2008), 2010, 2013, 2016	8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter, clean and adjust all brake, change gear oil transmission and differential, engine detailing, 1 ltr. Coolant, check all bolt and tighten.	
	Toyota Previa (MPV) 2005	Tune up, spark plug, 5L gasoline engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter, clean and adjust all brake, change gear oil transmission and differential, engine detailing, 1 ltr. Coolant, check all bolt and tighten.	
	Nissan Patrol Super Safari (SUV) 2013	Tune up, 8L engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter, clean and adjust all brake, change gear oil transmission and differential, engine detailing, 1 ltr. Coolant, check all bolt and tighten.	

\*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 Bidder's Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)



**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 6 of 7)

Project Requirements			*Bidder's Statement of Compliance
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	
Provision for the Periodic Maintenance Service for four wheel vehicles which covers the rudimentary; Tune-up (replacement of sparkplugs and wires, pcv valve if equipped); Change oil/ topping-up (engine, transmission and differential); Regular topping-up or replacement of fluids (brake, clutch, steering, cooling); Filter replacement (fuel, air, oil, transmission); and Other necessary checking and adjustment of parts as indicated in the owner's manual.	Mitsubish Xpander (SUV) 2019	Tune up,5L gasoline engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Ford Everest (SUV) 2013	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Honda CRV (SUV) 2010	Tune up,5L gasoline engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	
	Isuzu MU"X 4X4 (SUV) 2016	Tune up,8L diesel engine oil fully synthetic, 1pc. Oil filter, engine flush, 1 pc. fuel filter, 1 pc. air filter, 1 pc. aircon filter,clean and adjust all brake, change gear oil transmission and differential,engine detailing,1 ltr. Coolant, check all bolt and tighten.	

*\*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)*



**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

**(page 7 of 7)**

**I hereby certify to comply with the above Technical Specifications.**

\_\_\_\_\_  
**Name of Company (in print)**

\_\_\_\_\_  
**Signature of Company Authorized Representative**

\_\_\_\_\_  
**Name & Designation (in print)**

\_\_\_\_\_  
**Date**

*\*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)*



## ***Section VIII. Checklist of Technical and Financial Documents***

**DENR BIDS AND AWARDS COMMITTEE****CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS**

**Project:** PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022

**Bid Ref. No.** Bid Ref. No. DENR-CO-2021-035

**APPROVED BUDGET FOR THE CONTRACT: P2,243,600.00**

**ENVELOPE 1: TECHNICAL COMPONENT****CLASS "A" DOCUMENTS****A. LEGAL DOCUMENTS**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | (a) Valid and current <b>Certificate of PhilGEPS Registration (Platinum Membership)</b> issued to bidder; <i>[Note: The valid and current Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the certificate certified true copies of the updated documents]</i><br><br><b><u>OR</u></b> |
| <input type="checkbox"/> | (b) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives or its equivalent document; <b><u>and</u></b>   |
| <input type="checkbox"/> | (c) Copy of Business/Mayor's Permit for 2021 issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas<br><br><b><u>and</u></b>   |
| <input type="checkbox"/> | (d) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);  |

**B. TECHNICAL DOCUMENTS**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | (e) Statement 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 (per <b>Annex I</b> );   |
| <input type="checkbox"/> | (f) Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per <b>Annex I-A</b> )<br><br><b><u>Similar in nature shall mean "Procurement of Service Provider for the Periodic Maintenance Service (PMS) of Motor Vehicles".</u></b><br><br><u>Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:</u> |





- (g) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**(must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Original Bid Securing Declaration
2,243,600.00	44,872.00	112,180.00	No required Amount

1. Bid Securing Declaration per **Annex II**;
2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit:

*The following are the grounds for forfeiture of Bid Security*

▪ **IF A BIDDER:**

- a) Withdraws its bid during the period of bid validity.
- b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.
- c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Allowing the use of one's name, or using the name of another for purposes of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.
- h) Refusal or failure to post the required performance security within the prescribed time.
- i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.
- l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

▪ **IF THE SUCCESSFUL BIDDER:**

- a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or
- b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.

**Note: Duly notarized or unnotarized Bid Securing Declaration shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.**





<input type="checkbox"/>	<p>(h) Conformity with Schedule of Requirements and Technical Specifications, as enumerated and specified in <b>Sections VI and VII</b> of the Bidding Documents attached with the following:</p> <ol style="list-style-type: none"> <li>1. List of manpower for the maintenance works of the motor vehicles; and</li> <li>2. List of parts, materials, tools and equipment to carry out necessary repair and maintenance works of the motor vehicles</li> </ol>
<input type="checkbox"/>	<p>(i) Original <b>Omnibus Sworn Statement</b> in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as <b>Annex III</b> with attached <b><u>Proof of Authority of the bidder's authorized representative/s:</u></b></p> <ol style="list-style-type: none"> <li>i. <b>FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):</b> Notarized or unnotarized Special Power of Attorney.</li> <li>ii. <b>FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:</b> Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s.</li> </ol> <p><i>Notes</i> 1) <b>Should there be more than one (1) appointed authorized representatives, use the word "any of the following" or "OR", otherwise, all authorized representatives must sign/initial the bid submission.</b></p> <p>2) <b>Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</b></p> <p><b>IN THE CASE OF UNINCORPORATED JOINT VENTURE:</b> Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>
<b>C. FINANCIAL DOCUMENTS</b>	
<input type="checkbox"/>	<p>(j) Audited Financial Statements (AFS) for 2020 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated 2021;</p>
<input type="checkbox"/>	<p>(k) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per <b>Annex IV</b>).</p> <p>The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided.</p> <p><b><u>OR</u></b></p> <p>Original copy of Committed Line of Credit (CLC) per <b>Annex IV-A</b> issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.</p> <p><b><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></b></p>
<b>Class "B" Document: (For Joint Venture)</b>	
<input type="checkbox"/>	<p><b>If applicable, For Joint Ventures, Bidder to submit either:</b></p> <ol style="list-style-type: none"> <li>(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</li> <li>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (<b>Annex V</b>) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR</li> </ol> <p>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]</p> <p>(l) <b><u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></b></p>



**ENVELOPE 2: FINANCIAL DOCUMENTS**

- (a) Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Bid Form (**Annex VI**); **and**
  - (b) Original of duly signed and accomplished Price Schedule(s) (**Annex VI-A or VI-B**).
- The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

**Note: In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.**



## ***Section IX. Prescribed/Sample Forms***



**Annex I**

**(Bidder's Company Letterhead)**

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**

**Bid Ref. No. DENR-CO-2021-035**

**Approved Budget for the Contract – ₱2,243,600.00**

**Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, within the Last Three (3) Years**

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

**CERTIFIED CORRECT:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**



**Annex I-A**

**(Bidder’s Company Letterhead)**

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022  
Bid Ref. No. DENR-CO-2021-035  
Approved Budget for the Contract – ₱2,243,600.00**

**Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids**

Single completed contract of similar nature amounting to at least fifty percent (50%) of the ABC;

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<b>NAME OF CLIENT</b>	<b>NAME OF THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>	<b>KINDS OF GOODS</b>	<b>AMOUNT OF CONTRACT</b>	<b>DATE OF DELIVERY</b>	<b>SALES INVOICE/OFFICIAL RECEIPT NO./COLLECTION RECEIPT NO.&amp; DATE OR END USER’S ACCEPTANCE DATE <b>(Please attach)</b></b>

**CERTIFIED CORRECT:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**





**Annex II**

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**

**Bid Ref. No. DENR-CO-2021-035**

**Approved Budget for the Contract – ₱2,243,600.00**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**BID-SECURING DECLARATION**

**To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**

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 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<sup>1</sup>, 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 9184; without prejudice to the 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;
  - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and 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'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

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

**Annex III**

(Page 1 of 2)

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022****Bid Ref. No. DENR-CO-2021-035**

Approved Budget for the Contract – ₱2,243,600.00

**Omnibus Sworn Statement**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 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;

**Annex III**

(Page 2 of 2)

**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 Project Management Office 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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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 following 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 3154 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'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant

**[Jurat]**

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

**Annex IV****(Bidder's Company Letterhead)**

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**

**Bid Ref. No. DENR-CO-2021-035**

**Approved Budget for the Contract – ₱2,243,600.00**

**NET FINANCIAL CONTRACTING CAPACITY COMPUTATION**  
**(Please show figures at how you arrived at the NFCC)**

Our **Net Financial Contracting Capacity (NFCC)** which is at least equal to the total ceiling price we are bidding is computed as follows:

<b>CA</b>	=	Current Assets	₱
<b>LESS</b>			-
<b>CL</b>	=	Current Liabilities	₱
		<b>Sub-total 1</b>	₱
			X 15
		<b>Sub-total 2</b>	₱
<b>LESS</b>			-
<b>C</b>	=	Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
<b>NET FINANCIAL CONTRACTING CAPACITY</b>			<b>₱</b>

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Position / Date**

**Notes:**

- 1) *The value of the bidder's 2020 current assets and current liabilities must be based on the latest Audited Financial Statements submitted to the BIR.*
- 2) *The value of all outstanding or uncompleted contracts refers to those listed in Annex I*
- 3) *The detailed computation using the required formula must be shown as provided for in Annex IV.*
- 4) *The NFCC computation must at least be equal to the sum of ABC of the project.*



**Annex IV-A**

Sample Form

(Name of Bank)

**COMMITTED LINE OF CREDIT CERTIFICATE**

Date: \_\_\_\_\_

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

DENR Main Building, DENR Compound  
Visayas Avenue, Diliman, Quezon City

Contract/Project	:	_____
Company/Firm	:	_____
Address	:	_____
Bank/Financing Institution	:	_____
Address	:	_____
Amount	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance of DENR authorized representative/s.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Environment and Natural Resources for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of the Department of Environment and Natural Resources.

\_\_\_\_\_  
Name and Signature of Authorized Financing Institution Office

\_\_\_\_\_  
Official Designation

**Concurred by:**

\_\_\_\_\_  
Name and Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

\_\_\_\_\_  
Official Designation

**[Jurat]**

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



**Annex V**  
(Page 1 of 2)

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**

**Bid Ref. No. DENR-CO-2021-035**

**Approved Budget for the Contract – ₱2,243,600.00**

**PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as “.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as “.....”;

For submission to the **Bids and Awards Committee** of the **Department of Environment and Natural Resources**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Department of Environment and Natural Resources** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **DENR BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).





**Annex V**  
**(Page 2 of 2)**

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

\_\_\_\_\_  
Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by DENR of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DENR under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of DENR.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

\_\_\_\_\_  
JV Partner 1's Representative/Authorized Signatory

\_\_\_\_\_  
JV Partner 2's Representative/Authorized Signatory

**[Jurat]**

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

**Annex VI**

(page 1 of 2)

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022****Bid Ref. No. DENR-CO-2021-035****Approved Budget for the Contract – ₱2,243,600.00****Bid Form**

To: **DENR Bids and Awards Committee**  
**DENR-Central Office**  
 DENR Main Building, DENR Compound,  
 Visayas Avenue, Diliman, Quezon City

Gentlemen and/or Ladies:

I/We, having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin, *if any*, the receipt of which is hereby acknowledge, I/We, the undersigned offer to *supply/deliver/perform the following* in conformity with the said PBDs for the sum specified in the table below 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 applicable taxes, which are itemized herein or in the Price Schedules.

Description	Unit/Qty.	Total ABC (₱)	Financial Bid (₱)
Procurement of Service Provider for the PMS of Motor Vehicles of the DENR-CO for CY 2022	1 Lot	2,243,600.00	
<b>Grand Total (Amount in Figures):</b>			
<b>TOTAL BID PRICE (Amount in Words):</b> _____			

Note: (1) Please indicate "0" or "-" for item/s offered for free to the DENR. Incomplete financial proposal shall be considered non-responsive and thus, automatically disqualified in accordance with Clause 28.3 (a), ITB of the Bidding Documents.

(2) Financial Bid for line item must not exceed the ABC of per line item.

If our Bid is accepted, we undertake:

- to deliver the goods on accordance with the delivery schedules specified in the Schedule of Requirements of the PBDs;
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs ;
- to abide by the Bid Validity Period specified in the PBDs and it shall remain bidding upon us at any time before the expiration of that period.

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.

I/We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.



**Annex VI**

(page 2 of 2)

The undersigned is authorized to submit the bid on behalf of the company as evidenced by the attached Secretary's Certificate/Board of Resolution/Special Power of Attorney.

I/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 of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Legal Capacity (in print)

\_\_\_\_\_  
Duly Authorized to sign for and behalf of:

\_\_\_\_\_  
Date

**Annex VI-A**

(page \_\_ of \_\_)

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**  
**Bid Ref. No. DENR-CO-2021-035**

Approved Budget for the Contract – ₱2,243,600.00

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

\_\_\_\_\_  
 Name of Company (in print)

\_\_\_\_\_  
 Signature of Company Authorized Representative

\_\_\_\_\_  
 Name & Legal Capacity (in print)

\_\_\_\_\_  
 Duly Authorized to sign for and behalf of:

\_\_\_\_\_  
 Date



**Annex VI-B**

(page \_\_ of \_\_)

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**  
**Bid Ref. No. DENR-CO-2021-035**

Approved Budget for the Contract – ₱2,243,600.00

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Legal Capacity (in print)

\_\_\_\_\_  
Duly Authorized to sign for and behalf of:

\_\_\_\_\_  
Date



**Annex VII**

**(BIDDER’S CLIENT’S COMPANY LETTERHEAD)**

**CERTIFICATE OF PERFORMANCE EVALUATION**

*[To be issued by the **Bidder’s Client** specified in Annex I-A (Single Largest Completed Contract) on the performance of the product supplied / delivered by the prospective bidder]*

This is to certify that (NAME OF BIDDER) has supplied our company/agency with (Name of Product/s). Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Post-Qualification Documentary Requirements in line with (Name of Bidder) participation in the bidding for the **PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022.**

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 2021 in \_\_\_\_\_, Philippines

\_\_\_\_\_  
Name of Company (Bidder’s Client)

\_\_\_\_\_  
Full Name of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Tel. No./Fax

\_\_\_\_\_  
E-mail Address





**Annex VIII**

**(Bidder's Company Letterhead)**

**PROCUREMENT OF SERVICE PROVIDER FOR THE PERIODIC MAINTENANCE SERVICE (PMS) OF MOTOR VEHICLES OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) FOR CY 2022**

**Bid Ref. No. DENR-CO-2021-035**

**Approved Budget for the Contract – ₱2,243,600.00**

**COMPANY PROFILE**

COMPANY NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

HEAD OFFICE : \_\_\_\_\_

BRANCH : \_\_\_\_\_

TELEPHONE NUMBER/S : \_\_\_\_\_

HEAD OFFICE : \_\_\_\_\_

BRANCH : \_\_\_\_\_

FAX NUMBER/S : \_\_\_\_\_

HEAD OFFICE : \_\_\_\_\_

BRANCH : \_\_\_\_\_

E-MAIL ADDRESS/ES : \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS : \_\_\_\_\_

NUMBER OF EMPLOYEES : \_\_\_\_\_

LIST OF MAJOR STOCKHOLDERS : \_\_\_\_\_

LIST OF BOARD OF DIRECTORS : \_\_\_\_\_

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)] : \_\_\_\_\_

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date