

Intercontinental Broadcasting Corporation Capitol Hills Drive corner Zuzuarregui, Diliman, Quezon City

Procurement Of One (1) Multi-Purpose Vehicle (MPV)

(Negotiated Procurement – Two Failed Biddings)

MARCH 2024

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

IBC – Intercontinental Broadcasting Corporation

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 ONE (1) MULTI-PURPOSE VEHICLE (MPV) (Negotiated Procurement – Two Failed Biddings)

- 1. The Intercontinental Broadcasting Corporation intends to apply the sum One Million Four Hundred Thousand Pesos (₱1,400,000.00) to payments for the Procurement of One (1) Multi-Purpose Vehicle (MPV) via Negotiated Procurement Two Failed Biddings under Section 53.1 of R.A No. 9184 and its IRR.
- 2. The Intercontinental Broadcasting Company now invites bids for the procurement of the abovementioned project. Bids received exceeding the ABC shall be automatically rejected at the bid opening.
- 3. Interested bidders may obtain further information from the BAC Secretariat and inspect the Bidding Documents at the address given below during office hours.
- 4. The IBC Bids and Awards Committee (BAC) will hold a Pre-Negotiation Conference through video conferencing or webcasting via MS Teams on March 8, 2024, 10:00 AM which shall be open to all interested bidders. Bidders may also attend the conference physically at IBC News Studio Room.

Meeting Link: https://tinyurl.com/prenegorebidmpv

Meeting ID: 461 665 703 578

Passcode: kBSB8S

- 5. Sealed bids must be delivered to the address below on or before March 15, 2024, 9:30AM. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.1. **LATE BIDS SHALL NOT BE ACCEPTED.**
- 6. Opening of bids will be at the News Studio Room, IBC 13 Building on March 15, 2024, 10:00AM. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below.
- 7. The Intercontinental Broadcasting Corporation reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

Schedule of BAC Activities

Advertisement/Posting of Invitation to Bid/	March 5, 2024
Pre-Negotiation Conference	March 8, 2024, 10:00AM
Meeting Link: https://tinyurl.com/prenegorebidmpv Meeting ID: 461 665 703 578 Passcode: kBSB8S	
Deadline of Submission and Receipt of Bids	March 15, 2024, 9:30AM
Bid Opening/ Evaluation	March 15, 2024, 10:00AM

For further information, please refer to:

BAC SECRETARIAT

IBC Bids and Awards Committee

Intercontinental Broadcasting Company

New IBC Building, Lot 3-B, Capitol Hills Drive corner Zuzuarregui, Diliman, Quezon City

Tel Nos. 4335588/ 4337031 or 0935 2288830

Email: ibcbidsandawards@ibctv13.com

MARIA VICTORIA BATACAN

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

- 1.1 The procuring entity, **INTERCONTINENTAL BROADCASTING CORPORATION**, wishes to receive Bids for the procurement for the **PROCUREMENT OF ONE** (1) **MULTI-PURPOSE VEHICLE** (MPV).
- 1.2 The Procurement Project (referred to herein as "Project") is composed of one (1) lot **PROCUREMENT OF ONE (1) MULTI-PURPOSE VEHICLE** (**MPV).**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Procuring Entity through the source of funding as indicated below in the amount:

Procurement Of One (1) MULTI-	One Million Four Hundred Thousand
PURPOSE VEHICLE (MPV)	Pesos (₱1,400,000.00)

2.2. The source of funding is the Procuring Entity's Corporate Income.

3. Bidding Requirements

The negotiation procedures 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 limited to those allowed under the rules may participate in this Project.
- 5.3 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

a. Subcontracting is not allowed.

8. Pre-Negotiation Conference

The Procuring Entity will hold a Pre-Negotiation Conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of 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** 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. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

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, exwarehouse, 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 the **BDS**.
 - 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 the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

14. Bid Security

14.1. The Bid and bid security shall be valid for **120 days** starting from the opening of bids as stated in ITB 14.1. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

15.1 Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at their physical address or through online submission as indicated in paragraph 7 of 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 paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event 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 Entity's 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.
- 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. In this case, the Bid Security as required by **ITB** Clause 14 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 **One project that shall be awarded as one (1)** 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 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.

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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	Not applicable.				
7.1	Subcontracting not allowed.				
14	Not appl	icable.			
14.1	The bid security for Lot 1 shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	Project	ABC	The amount of not less than 2% of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;	The amount of not less 5% of ABC if bid security is in Surety Bond.	
	Lot 1	One Million Four Hundred Thousand Pesos (1,400,000.00)	Php 28,000.00	Php 70,000.00	
	The bid and bid security are valid for 120 days starting from the opening of bid			rting from the opening of bids.	
20.2	(1) Only those latest income and business tax returns filed, and taxes paid through the BIR Electronic Filing and Payment System (EFPS) within the last six (6) months preceding the date of bid submission shall be accepted.(2) PhilGEPS Registration Certificate if not submitted during bid submission.				
21.2	***Not Applicable				
22	Bidders shall prepare TWO (2) additional sets of copies of the Technical and Financial components of their bid proposals. Refer to Annex "A" for the proper marking/labeling of the bid envelopes.				

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 Clause 2**.

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (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

- 5.1 To ensure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

SCC Clause	Special Conditions of Contract		
1	Delivery and Documents –		
	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:		
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered <i>IBC Building, Broadcast City, Capitol Hills Drive Diliman, Quezon City</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."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site:		
	MARILYN DE OCAMPO Administrative and HR Department Intercontinental Broadcasting Corporation Incidental Services — The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;		
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;		
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;		
	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		
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.		

SCC Clause	Special Conditions of Contract			
Clause				
1	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.			
	Spare Parts –			
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:			
	1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and			
	2. in the event of termination of production of the spare parts:			
	i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and			
	ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.			
	The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.			
	Spare parts or components shall be supplied as promptly as possible.			
	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:			

SCC Clause	Special Conditions of Contract
Callage	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.
	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.
	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.

SCC Clause	Special Conditions of Contract		
	Intellectual Property Rights –		
	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.		
	Regular and Recurring Services – The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."		
2.2	TERMS OF PAYMENT Payment shall be made upon the issuance of the winning supplier's billing statement and other supporting documents.		

Section VI. Schedule of Requirements

PROJECT REQUIREMENTS	Delivery
Procurement Of One (1) Multi-Purpose Vehicle (MPV)	Within 120 days upon issuance of Notice to Proceed

I hereby certify to comply and o	deliver all the above-mentioned schedule of	of requirements.
Name of Bidder/ Company	Signature over Printed Name of Authorized Representative	Date

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either "Comply" or "Not Comply" in the column "Statement of Compliance" against each of the individual parameters of each "Specification."

Procurement Of One (1) Multi-Purpose Vehicle (MPV)				
Particulars	Description	Statement of Compliance		
Engine and Transmission	Model: Branded; Latest available brand-new model Body Type: MPV Transmission: Manual (at least 5-speed) Displacement: Not exceeding 3,000cc for diesel 4-Cylinder, In-Line 16 Valve, Double Overhead Camshaft (Turbo Charger w/ Intercooler)			
Body Dimension	Length, Width and Height: Manufacturer's Standard Doors: At least 4; with power door locks			
Seats	Capacity: maximum of 7 passengers Seat Material: Fabric/Leatherette			
Tires and Wheels	Manufacturer's standard			
Safety and Security	Equipped with at least a Driver and Front Passenger Side Airbags, seatbelts. Brakes: Ventilated Discs/Drum with Anti-lock Braking System			
Features	Air-conditioning System: Manufacturer's Standard Audio/Entertainment System: Integrated Type Manufacturer's Standard			
Color	White			
Inclusions	Basic tool kit with complete set of essential tools, spare tire, early warning device, tint and floor matting; Three (3) years LTO registration; One (1) year TPL insurance; One (1) year Comprehensive insurance with Acts of Nature (AON); Other freebies			
Warranty	Thirty-six (36) months or 100,000 kms whichever comes first.			

Name of Bidder/ Company	Signature over Printed Name of	——————————————————————————————————————
Name of Biddel/ Company	Authorized Representative	Date

TERMS OF REFERENCES

PROC	UREMENT OF ONE (1) UNIT MULTI-PURPOSE VEHICLE (MPV)					
Approved Budget for the Contract: One Million Four Hundred Thousand Pesos (₱1,400,000.00)						
	TECHNICAL SPECIFICATIONS					
Particulars	Description					
Engine and Transmission	Model: Branded; Latest available brand-new model Body Type: SUV Transmission: Manual (at least 5-speed) Displacement: Not exceeding 3,000cc for diesel 4-Cylinder, In-Line 16 Valve, Double Overhead Camshaft (Turbo Charger w/ Intercooler)					
Body Dimension	Length, Width and Height: Manufacturer's Standard Doors: At least 4; with power door locks					
Seats	Capacity: maximum of 7 passengers Seat Material: Fabric/Leatherette					
Tires and Wheels	Manufacturer's standard					
Safety and Security	Equipped with at least a Driver and Front Passenger Side Airbags, seatbelts Brakes: Ventilated Discs/Drum with Anti-lock Braking System					
Features	Air-conditioning System: Manufacturer's Standard Audio/Entertainment System: Integrated Type Manufacturer's Standard					
Color	White					
Inclusions	 Basic tool kit with complete set of essential tools, spare tire, early warning device, tint and floor matting; Three (3) years LTO registration; One (1) year TPL insurance; One (1) year Comprehensive insurance with Acts of Nature (AON); Other freebies 					
Warranty	Thirty-six (36) months or 100,000 kms whichever comes first.					

OTHER REQUIREMENTS

- 1. Availability of spare parts all over the Philippines;
- Dealer/Supplier must have at least one (1) authorized service center in Metro Manila and at least one (1) service center per region in Luzon;
- Submission of Certificate of After Sales Service and availability of spare parts within the warranty period with the list of accredited service centers in the Philippines, indicating the address, telephone, fax numbers and contact persons;
- 4. Bidder shall provide maintenance manuals in English language;
- 5. Original Warranty/Guarantee Certificates shall be issued in the name of the Intercontinental Broadcasting Corporation.
- Intercontinental Broadcasting Corporation reserves the right to inspect or test
 the commodities and/or materials and accept or reject any or all of the items
 delivered not in accordance with the specifications. All cost of testing shall be
 for the account of the supplier;
- 7. The winning bidder shall warrant that the goods subject to the Purchase Order is free from latent defects which are not apparent during the inspection and testing periods;
- 8. In case of three major repairs within the next one year from the delivery and acceptance of vehicles, due to factory defects or related quality concerns, supplier shall be required to replace the vehicle with another new vehicle with the same brand and model; and,

--nothing follows--

Section VIII. Checklist of Technical and Financial Documents

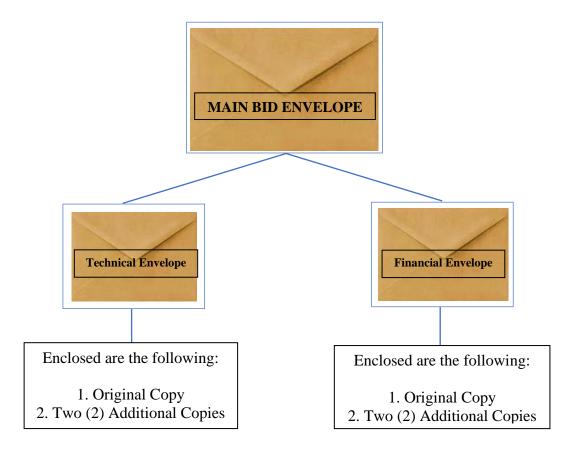
Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

<u>Legal De</u>	Class "A" Documents
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technica</u>	al Documents
(b)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of
(c)	Notarized Bid Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-
(d)	sales/parts, if applicable; <u>and</u> Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Financia</u>	al Documents
(e)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
II. FINANC	TAL COMPONENT ENVELOPE
(f) (g)	Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).
Other do	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
[(i)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ANNEX "A"

PREPARATION AND MARKING OF BID ENVELOPES



Marking/ labeling of the back of the "MAIN BID ENVELOPE"

(Negotiated Procurement – Tv	vo Failed Biddings)
INTERCONTINENTAL BROADCA	STING CORPORATIO
Didden Common Name	
Bidder/ Company Name: Address:	
Contact Details:	
Contact Person:	

SAMPLE FORMS

(AS PRESCRIBED BY GPPB)

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)		
CITY OF) S.S.	
	_, 6.6.	

BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

DEDUDUIC OF THE DUIL IDDIN	CC \		
REPUBLIC OF THE PHILIPPIN	E9)		
CITY/MUNICIDALITY OF	νœο		
CITY/MUNICIPALITY OF) S.S.		

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand	this	day	of	,	20	at
, Philippines.						

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Project Identification No. Philgeps Reference No.	

Eligibility Form

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (Please show computation)

This is to certify that our Net Financia Pesos (P price of the services we are bidding. The amo	al Contracting Capacity (NFCC) is Philippine _) which is at least equal to the total ceiling ount is computed as follows:
NFCC = (CA-CL)	(15) – C
Where:	
	or uncompleted portions of rongoing contracts, including awarded ed coinciding with the contract to be bid.
Issued thisday of, 2	0
	(Company Authorized Representative) NAME : DESIGNATION :

Bid Form for the Procurement of Goods [Shall be submitted with the Rid]

[snail be submitted with the Bid]
BID FORM
Date : Project Identification No. :
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
 a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of agent Currency Commission or gratuity
(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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

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

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

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

Name of Bidder _____ Project ID No.____ Page ___ of ___

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

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	

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

	Name of Bi	dder			Project ID No		Pageof		
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)
Leg Sigr	ne: al Capacity nature: / authorized	:							

Contract Agreement Form for the Procurement of Goods (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

	CONTRACT AGREEMENT
PROCU	THIS AGREEMENT made the day of 20 between [name of RING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and f Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other
[brief de of those	VHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly scription of goods and services] and has accepted a Bid by the Supplier for the supply goods and services in the sum of [contract price in words and figures in specified v] (hereinafter called "the Contract Price").
١	NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1.	In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2.	The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
	 i. Philippine Bidding Documents (PBDs); i. Schedule of Requirements; ii. Technical Specifications; iii. General and Special Conditions of Contract; and iv. Supplemental or Bid Bulletins, if any
	ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
	Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;
	iii. Performance Security;
	iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
	v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional

form part of the Contract.

contract documents or information prescribed by the GPPB that are

subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHII	IPPINES)		
CITY OF) S.S.		
CITT OI) 5.5.		

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years <u>for the second offense</u>, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

[Jurat]

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