

NOTICE FOR NEGOTIATED PROCUREMENT

(Negotiated Procurement due to Two Failed Bidding)

MOTOR VEHICLE RENTAL FOR DSWD FO 10

1. The *Department of Social Welfare and Development Field Office 10* through the **Current Appropriations GAA 2023** intends to apply the sum of **Three Million Seven Hundred Fifty Thousand Pesos (Php 3,750,000.00)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the Motor Vehicle Rental for DSWD FO 10 under NP-TFB No. 2023-06-07. Bids received in excess of the ABC shall be automatically rejected at opening of quotation.
2. The *DSWD FO 10* now invites bids for the above Procurement Project. Delivery of the Goods shall be in accordance with Section VI (Schedule of Requirements). Prospective Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least twenty five percent (50%) of the Approved Budget Cost per Lot to be bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders
3. The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

The Bids and Awards Committee (BAC) will engage in negotiation with a sufficient number of service providers to ensure effective competition. The selection of the successful offers shall be based on the best and final offer that be will submitted on a specified date, which could meet the DSWD FO 10’s minimum technical requirements and does not exceed the ABC.

4. Prospective bidders may obtain further information from *DSWD FO 10* BAC Secretariat at the address given below during weekdays (except holidays) from **8:00 AM – 5:00 PM starting June 13, 2023.**
5. The deadline for the manual submission of quotations is on **June 26, 2023 @12:30 PM.** which shall be delivered at BAC Secretariat, DSWD Field Office 10, Mastersons, Avenue, Upper Carmen, Cagayan de Oro City. Late quotations/ proposals shall not be accepted.
6. Virtual opening of quotations/ proposals through videoconferencing via google meet shall be on **June 26, 2023@1:30 PM onwards** Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity. The links will be provided upon submission of bid documents.

7. The DSWD FO 10 will hold a suppliers' forum to discuss the eligibility requirements, technical specifications and scope of work on **June 19, 2023 @ 2:30 PM.** via videoconferencing through google meet (<https://meet.google.com/frn-gqgg-jag>).
8. The *DSWD FO 10* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected suppliers.
9. For further information, please refer to:

ATTY. JUSTINE PHILLIP O. TADEO

Head, BAC Secretariat

DSWD Field Office No.10

Masterson Avenue, Upper Carmen, Cagayan de Oro City

Tel No. (088) 858-6333 local 102

Mobile No. 09067979674

bac.fo10@dswd.gov.ph

10. You may visit the following websites for downloading of Notice for Negotiated Procurement: **www.philgeps.gov.ph** or **https://fo10.dswd.gov.ph/**

June 9, 2023

RONALD RYAN R. CUI

BAC Chairperson

Checklist of Technical and Financial Documents

To ensure that DSWD FO 10 negotiates contract with a technically, legally, and financially capable supplier, the prospective supplier must submit the following documents (each supplier/bidder shall ***submit one (1) original and two (2) copies*** of the Technical and Financial Components in a sealed envelope duly marked and signed):

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which shall include the bidder’s manpower requirements; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); in the case of a corporation, partnership or cooperative, an Original Notarized Secretary’s Certificate or Board Resolution authorizing the representative; or Original Notarized Special Power of Attorney of all members of the joint venture giving full power and authority to its authorized representative to sign the OSS; or Original Notarized Special Power of Attorney executed in favor of the authorized representative in case of sole-proprietorship to do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

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**.

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.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered <i>at the designated areas of Region 10</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. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and two copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (iii) Two copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site. <p>Incidental Services –</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services including the delivery fee and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</p>
2	Payment using LC is not allowed.
	The terms of payment shall be upon complete delivery of items per delivery schedule as agreed by both parties, presentation of receipts and inspection and acceptance from end user.
4	No further instructions.

Technical Specifications

Rebidding of Motor Vehicle Rental for DSWD FO 10

Vehicle Type	Qty	Destination	Statement of Compliance
Air Conditioned Sedan	5	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City (Vice-Versa)	
	24	From DSWD FO10 to any points of Bukidnon Areas (Vice-Versa)	
	24	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	
	24	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	
	20	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	
	24	From DSWD FO10 to any points of Camiguin Areas (Vice-Versa) including all barge fees	
Air Conditioned SUV Montero/Fortuner/ Innova (4x4 or 4x2)	4	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City (Vice-Versa)	
	24	From DSWD FO10 to any points of Bukidnon Areas (Vice-Versa)	
	24	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	
	24	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	
	24	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	

	24	From DSWD FO10 to any points of Camiguin Areas (Vice-Versa) including all barge fees	
Air Conditioned Pick-up (4x4 or 4x2)	8	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City (Vice-Versa)	
	28	From DSWD FO10 to any points of Bukidnon Areas (Vice-Versa)	
	28	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	
	28	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	
	28	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	
	28	From DSWD FO10 to any points of Camiguin Areas (Vice-Versa) including all barge fees	
Air Conditioned Van High roof or Standard	15	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City (Vice-Versa)	
	48	From DSWD FO10 to any points of Bukidnon Areas (Vice-Versa)	
	48	From DSWD FO10 to any points of Lanao del Norte Areas (Vice-Versa)	
	48	From DSWD FO10 to any points of Misamis Oriental Areas (Vice-Versa)	
	48	From DSWD FO10 to any points of Misamis Occidental Areas (Vice-Versa)	
	48	From DSWD FO10 to any points of Camiguin Areas (Vice-Versa) including all barge fees	

- **Air Conditioned Sedan** – Automatic or Manual Transmission with seating capacity of 5 including the driver
- **Air Conditioned SUV Montero/Fortuner/Innova (4x4 or 4x2)** - Automatic or Manual Transmission with seating capacity of 8 including the driver
- **Air Conditioned Pick-up (4x4 or 4x2)** - Automatic or Manual Transmission with seating capacity of 5 including the driver
- **Air Conditioned Van High roof or Standard** - Automatic or Manual Transmission with seating capacity of 13 including the driver

GENERAL REQUIREMENTS:

- Specified type/s of vehicles and number/s of vehicles needed may be requested by the end-users at any time of the day. As needs arises (ANA)
- Vehicle Rental Servicing Supplier must at least have the minimum number of vehicle fleets as follows to cater the day to day vehicle services needs by the DSWD FO10. Sedan – 5, SUV – 5, Van – 10, Pick-up – 2
- Garage, Terminal of the Vehicle Rental Servicing Supplier must be located within Cagayan de Oro City for easy access, follow-ups and on-time delivery of its vehicle rental services
- Rate offers must be expressed in terms of daily rate basis, inclusive of VAT, driver's food, fuel cost, repair cost, parking fees, barge fees and all applicable taxes and charges.
- All vehicle units, as per requests, are required to have its own driver. Self-driving is not allowed. As such, DSWD 10 Employees are not allowed to drive service vehicle from the service provider
- Vehicle Rental Servicing Supplier must provide “best effort basis” in the replacement of units on the day the vehicles had accident bar down and needs to be repair with the same class and same carrying capacity in the most earliest and convenient time.
- Inclusive of comprehensive insurance coverage (CIC) of all vehicle that will be requested, third party liability (TPL), bodily injury (BI) and Auto Passenger Insurance Coverage (APIC).
- All vehicles owned and managed by the Vehicle Rental Servicing Supplier their LTO registration must be up to date. To avoid any inconvenience during the time of travel.
- All drivers must have undergone at least 2nd dose of COVID-19 vaccination. Or what may be imposed by the IATF in accordance to the prevention of COVID-19 virus.
- Drivers must always demonstrate respect towards his passenger/s and **OBSERVE PROPER HYGIENE**;
- Drivers must, at all times, avoid smoking before, during and after trips to ensure that the interiors of the vehicle is free from the stench that comes from smoking;
- DSWD Field Office 10 will not be held liable by any means during any accidents, damages that may be incurred during the use of any said vehicles rendered and served by the Vehicle Rental Servicing Supplier.

Note: Bidders must state either **“Comply”** or **“Not Comply”** or any equivalent term in the column **“Statement of Compliance”** against each of the individual parameters of each **“Specification”**.

I hereby commit to comply with all the above requirements.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____