

Republic of the Philippines  
Department of Social Welfare and Development  
Field Office X  
Masterson Ave., Upper Carmen, Cagayan de Oro City  
Email Address: bac.fo10@dswd.gov.ph

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# **NEGOTIATED PROCUREMENT – TWO FAILED BIDDINGS**

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**PROCUREMENT OF MOTOR  
VEHICLE RENTAL SERVICES FOR  
DSWD FO X – CONSUMABLE  
(EARLY PROCUREMENT ACTIVITY)**

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**NNP No. DSWD10-2025-16-TFB-EPA**

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***Section I. Notice of Negotiated Procurement***

**NOTICE OF NEGOTIATED PROCUREMENT  
(NEGOTIATED PROCUREMENT DUE TO TWO-FAILED BIDDINGS)  
NNP No. DSWD10-2025-16-TFB-EPA**

**PROCUREMENT OF MOTOR VEHICLE RENTAL SERVICES FOR  
DSWD FO X – CONSUMABLE (EARLY PROCUREMENT ACTIVITY)**

- 1) The **Department of Social Welfare and Development Field Office X (DSWD FO X)**, through the **Short of Award – National Expenditure Program FY 2026** intends to apply the sum of **Four Million Eight Hundred Thirty-Two Thousand Pesos Only (Php 4,832,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Motor Vehicle Rental Services for DSWD FO X – Consumable (Early Procurement Activity).
- 2) The DSWD now invites technically, legally, and financially capable supplier for the project at hand. Interested suppliers/bidders are requested to submit the Technical and Financial Component as specified in the herein attached Checklist of Technical and Financial Documents.
- 3) The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 35.1 of the Implementing Rules and Regulations (IRR) of Republic Act 12009 (R.A. 12009), otherwise known as the New Government Procurement Act (NGPA).

Bidding 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 No. 5183.

The Bids and Awards Committee (BAC) will engage in negotiation a sufficient number of suppliers to ensure effective competition. If only one (1) bidder respond to the notice/invitation or posting, the BAC shall proceed with the negotiation subject to the rules prescribed in the IRR of RA 12009. **The selection of the successful offers shall be based on the best and final offer that will be submitted on a specified date, which could meet the DSWD’s minimum technical and financial requirements and does not exceed the ABC.**

- 4) Interested Bidders may obtain further information from DSWD FO X – Bids and Awards Committee (BAC) Secretariat at the address given below from Monday to Friday at 08:00 am to 05:00 pm.
- 5) The deadline for the submission of quotation/proposal (Technical and Financial documents) is on **10 December 2025, 09:00 a.m.** which shall be delivered at the **BAC Secretariat Office, 2nd Floor Main Building, DSWD Field Office X, Masterson Ave., Upper Carmen, Cagayan de Oro City. Late quotations/proposals shall not be accepted.**

- 6) The opening of quotations/proposals and negotiation will be scheduled is on **10 December 2025, 02:00 PM** to be held via videoconferencing through google meet.
- 7) To facilitate the immediate implementation of the procurement of this Project, the DSWD shall proceed with the conduct of Early Procurement Activity (EPA), pursuant to Appendix 31 (Guidelines on the Implementation of Early Procurement Activities) of the 2016 Revised IRR of RA 9184, Section 12 of the IRR of RA 12009, and Section 21 of the General Provision of the FY 2026 National Expenditure Program (NEP).
- 8) The DSWD FO X 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 70 of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.
- 9) For further information, please refer to:  
  
**THE CHAIRPERSON**  
DSWD FO X – Bids and Awards Committee  
c/o BAC Secretariat  
2<sup>nd</sup> Floor Main Building, DSWD FO X  
Masterson Avenue, Upper Carmen, Cagayan de Oro City  
Mobile No. 09619667790  
**[bac.fo10@dswd.gov.ph](mailto:bac.fo10@dswd.gov.ph)**
- 10) You may visit the following websites for downloading of Bidding Documents:
  - a. DSWD FO X website at **<https://fo10.dswd.gov.ph/>**
  - b. PhilGEPS website at **[www.philgeps.gov.ph](http://www.philgeps.gov.ph)**

*Issued this 05<sup>th</sup> day of December 2025*



**BELLENE L. AHMAD**

*Chairperson, Bids and Awards Committee*

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- a) PhilGEPS Certificate of Registration (Platinum Membership) (all pages) in accordance with Section 20 of the IRR of RA No. 12009;

#### Technical Documents

- b) 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; and
- c) Statement of the bidder's SLCC similar to the procurement project, except under conditions provided for in Sections 52.4.1.3 and 52.4.2.4 of the IRR of RA No. 12009, within the relevant period as provided in the Bidding Documents; and
- d) Original Copy of Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15; and
- e) Conformity with the Technical Specifications, which shall include:
  - i. Schedule of Requirements;
  - ii. Summary list of vehicle fleets with details per vehicle;
  - iii. List of authorized drivers with proof of valid professional drivers' license;
  - iv. Summary list of motor vehicle insurance (with validity period); and
  - v. After-service Warranty.
- 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 valid joint venture agreement (JVA), in case the joint venture is already in existence; or in the absence of a JVA, duly

notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;

## II. FINANCIAL COMPONENT ENVELOPE

- a) Original of duly signed and accomplished Financial Bid Form; and
- b) Original of duly signed and accomplished Price Schedules in accordance with ITB Clause 13.1.

### Other documentary requirements under RA No. 12009 (as applicable)

- a) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product;
- b) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

**Note:** The bidder must carefully read the full description of the above requirements, and submit the said requirements as specified.

The bidders are required to provide a Table of Contents, and corresponding label for each submitted Technical and Financial Component document to ensure that the submitted requirements are complete.

### ***Section III. Additional Documentary Requirements***

## ADDITIONAL DOCUMENTARY REQUIREMENTY

The following documents shall be submitted upon request by the BAC on a specified date/within the prescribed period of submission.

- i. Best and Final Offer;
- ii. Post Qualification requirements:
  - a. Submit all the eligibility documents supporting the PhilGEPS Certificate of Registration (Platinum Membership);
  - b. Latest Income Tax Returns (ITR) filed for the preceding quarter which should not be earlier than two (2) quarters from the date of the submission and receipt of bid; and
  - c. Latest Business Tax Returns (BTR)<sup>1</sup> filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid.

To guarantee the faithful performance by the contractor of its obligations under the Contract, it shall submit a performance security, within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract, to wit:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate the procedure to the next LCRB identified and selected for recommendation of contract award.

<sup>1</sup> Latest Business Tax Returns refers to Value Added Tax (VAT) or Percentage tax returns pursuant to BIR Revenue Regulation 3-2005

***Section IV. General Conditions of Contract***

## 1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- c) The "Funding Source" means the organization named in the **SCC**.
- d) "The Project Site" where applicable, means the place or places named in the **SCC**.

## 2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

## 3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

## 4) Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

## 5) Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.
- 5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC**.

## 6) Scope of Contract

- 6.1 The Goods to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

## 7) Subcontracting

- 7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.

- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
- i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
  - ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.
- b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
- c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

- d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
- e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
  - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
  - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

## 8) Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

## 9) Prices

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

## 10) Advance Payment

- 10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:
  - a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;
  - b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and
  - c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.
- b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
- c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

## 11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

## **12) Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

## **13) Performance Security**

13.1 Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

- a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;
- b) The Supplier has no pending claims for labor and materials filed against it; and
- c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## **14) Use of Contract Documents and Information**

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

## 15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

## 16) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and 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.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

## 17) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
  - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
  - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

## **18) Delays in the Supplier's Performance**

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

## **19) Liquidated Damages**

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

## **20) Settlement of Disputes**

- 20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.

- 20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

## 21) Liability of the Supplier

- 21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

## 22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

## 23) Termination Due to Force Majeure

- 23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.
- 23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

## 24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

## 25) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause **Error! Reference source not found.**;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

## 26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.
- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
  - i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
  - ii) The extent of termination, whether in whole or in part;
  - iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and
  - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.
- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:
  - i) To have any portion delivered or performed and paid at the contract terms and prices; or
  - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

**27) Assignment of Rights**

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

**28) Amendment to Order**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

**29) Application**

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is Department of Social Welfare and Development Field Office X.
1(b)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1(c)	<p>The Funding Source is:</p> <p style="padding-left: 40px;">2.1 The GoP through the source of funding as indicated below for <b>FY 2026</b> in the amount of <b>Four Million Eight Hundred Thirty-Two Thousand Pesos Only (₱4,832,000.00)</b>.</p> <p style="padding-left: 40px;">2.2 The source of funding is the <b>National Expenditure Program</b>.</p>
1(d)	The Project sites are defined in Section VI. Schedule of Requirements.
2	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>BAC CHAIRPERSON            DSWD FO X, Masterson Ave.,            Upper Carmen, Cagayan de Oro City            Mobile No.: 09619667790            Email Address: <a href="mailto:bac.fo10@dswd.gov.ph">bac.fo10@dswd.gov.ph</a></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>.</p>
5.2	No further instructions.
6.2	<p><b>Delivery and Documents</b></p> <p>For purposes of this 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><i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS." (DAP)</i></p> <p><i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></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><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity:</p>

- i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount;
- ii) Delivery receipt/note, railway receipt, or truck receipt;
- iii) Supplier's factory inspection report;
- iv) Manufacturer's and/or Supplier's warranty certificate;
- v) Certificate of origin (for imported Goods);
- vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

*For goods supplied from abroad:*

Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount;
- ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading;
- iii) Supplier's factory inspection report;
- iv) Manufacturer's and/or Supplier's warranty certificate;
- v) Certificate of origin (for imported goods);
- vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is **ADMIN-GSS STAFF**.

**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 onsite assembly and/or startup 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.

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:

- a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b) 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 required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

### **Packaging**

The Supplier shall meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination.

The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points.

The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, 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 Hazardous Chemical 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. Otherwise, the packaging list is to be placed outside the secondary packaging.

### **Insurance**

The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract.

### **Transportation**

The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract.

The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required

	<p>under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site.</p> <p>The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered <i>force majeure</i> in accordance with <b>GCC</b> Clause 23.</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 ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Patent Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.</p>
10.3	The terms of payment shall be: Payment shall be made within <b>thirty (30) calendar days</b> upon receipt of <b>complete and correct supporting documents</b> by the Procuring Entity.
11.4	Not applicable
11.5	Payment using LoC is not allowed.
13.4(c)	No further instructions.
16.1	None.
17.3	The period for correction of defects in the warranty period is <i>[insert number of days]</i> .
17.3 (a)	Retention money in an amount equivalent to five (5%) of every progress payment
17.3 (b)	Special bank guarantee equivalent to five (5%) of the total Contract Price
17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	<p>Modes of the Alternative Dispute Resolution (ADR) shall be any of the following, as may be agreed by the parties:</p> <ul style="list-style-type: none"> <li>▪ Arbitration;</li> <li>▪ Mediation; or</li> <li>▪ Conciliation</li> </ul>
21.1	No further instructions.

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

## Schedule of Requirements

### Procurement of Motor Vehicle Rental Services for DSWD FO X Staff – Consumable (Early Procurement Activity)

Bidders must state either “Comply” or “Not Comply” in the Statement of Compliance column to each indicated parameter or specification. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

VEHICLE TYPE	QTY	DESTINATION				
<b>Air-Conditioned Sedan</b>	<b>Consumable</b>	From DSWD FO10 to any points of Bukidnon Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)				
		<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays (refer to attached list of municipalities)</td> <td style="width: 30%;">a. one full day b. drop off and pick up</td> </tr> <tr> <td>DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays (refer to attached list of municipalities)</td> <td>a. one full day b. drop off and pick up</td> </tr> </table>	DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays (refer to attached list of municipalities)	a. one full day b. drop off and pick up	DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays (refer to attached list of municipalities)	a. one full day b. drop off and pick up
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		From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up				
		From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up				

		<p>From DSWD FO10 to any points of Camiguin Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. one full day b. drop off and pick up</p> <p>From DSWD FO10 to any points outside of Region 10 including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <table border="1" data-bbox="790 448 1348 694"> <tr><td>Region IX</td><td></td></tr> <tr><td>Region XI</td><td></td></tr> <tr><td>Region XII</td><td></td></tr> <tr><td>CARAGA</td><td></td></tr> <tr><td>BARMM Lanao del Sur</td><td></td></tr> <tr><td>BARMM Other Areas</td><td></td></tr> </table>	Region IX		Region XI		Region XII		CARAGA		BARMM Lanao del Sur		BARMM Other Areas	
Region IX														
Region XI														
Region XII														
CARAGA														
BARMM Lanao del Sur														
BARMM Other Areas														
<p><b>Air-Conditioned SUV (4x4 or 4x2)</b></p>	<p><b>Consumable</b></p>	<p>From DSWD FO10 to any points of Bukidnon Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <table border="1" data-bbox="702 795 1420 1187"> <tr> <td data-bbox="702 795 1117 996">DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays (refer to attached list of municipalities)</td> <td data-bbox="1117 795 1420 996">a. one full day b. drop off and pick up</td> </tr> <tr> <td data-bbox="702 996 1117 1187">DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays (refer to attached list of municipalities)</td> <td data-bbox="1117 996 1420 1187">a. one full day b. drop off and pick up</td> </tr> </table> <p>From DSWD FO10 to any points of Misamis Oriental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <table border="1" data-bbox="702 1276 1420 1702"> <tr> <td data-bbox="702 1276 1117 1512">DSWD FO X to any point of destination of any municipality of Misamis Oriental that is within the 50km radius including interior barangays (refer to attached list of municipalities)</td> <td data-bbox="1117 1276 1420 1512">a. one full day b. drop off and pick up</td> </tr> <tr> <td data-bbox="702 1512 1117 1702">DSWD FO X to any point of destination of any municipality of Misamis Oriental that is outside the 50km radius interior barangays (refer to attached list of municipalities)</td> <td data-bbox="1117 1512 1420 1702">a. one full day b. drop off and pick up</td> </tr> </table> <p>From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. one full day b. drop off and pick up</p> <p>From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. one full day b. drop off and pick up</p>	DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays (refer to attached list of municipalities)	a. one full day b. drop off and pick up	DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays (refer to attached list of municipalities)	a. one full day b. drop off and pick up	DSWD FO X to any point of destination of any municipality of Misamis Oriental that is within the 50km radius including interior barangays (refer to attached list of municipalities)	a. one full day b. drop off and pick up	DSWD FO X to any point of destination of any municipality of Misamis Oriental that is outside the 50km radius interior barangays (refer to attached list of municipalities)	a. one full day b. drop off and pick up				
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- ✚ **Air-Conditioned Sedan** – Automatic or Manual Transmission with seating capacity of 5 including the driver.
- ✚ **Air-Conditioned SUV (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. Seat installation must be the same as that of any standard van for comfort of passengers. No customization or alteration of seats allowed.

**GENERAL REQUIREMENTS:**

- ✚ The total ABC is consumable depending on the request of DSWD FO X;
- ✚ 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 FO X:
  - Sedan – 6
  - SUV – 10
  - Van – 15
  - Pick-up – 8
- ✚ The supplier shall submit the following during the bid opening:
  1. Summary list of vehicle fleet with details per vehicle (Plate Number, Model, etc). Vehicle Year make or model must be manufactured in 2020 and above;
  2. List of authorized drivers with proof of valid professional drivers' license (At least 39 different drivers);
- ✚ Rate offers must be expressed in terms of daily rate basis and drop off / pick up rate basis per type of vehicle per area of destination, inclusive of VAT, driver's food, fuel cost, repair cost, parking fees, barge fees and all applicable taxes and charges;
- ✚ The DSWD FO X shall not be liable for the meals and accommodation for the suppliers authorized drivers in any of each of the trips;
- ✚ All vehicle units, as per requests, are required to have their own driver. Self-driving is not allowed. As such, DSWD FO X 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/breakdown. Replacement unit shall arrive at the required location in not more than six (6) hours from the time the notice is communicated by the GSS to the supplier.
- ✚ All vehicles to be provided by the supplier must be covered with comprehensive insurance coverage (CIC), third party liability (TPL), bodily injury (BI) and Auto Passenger Insurance Coverage (APIC);

- ✚ All vehicles to be provided by the supplier must be with updated LTO registration;
- ✚ For each travel, all drivers must be with valid professional driver's license and must present a copy of a drug test result undertaken within the last six months;
- ✚ All drivers must OBSERVE PROPER HYGIENE and must be physically fit;
- ✚ All drivers are prohibited to smoke and drink alcoholic beverages before, during, and after trips to ensure that the interiors of the vehicle are smoke and alcohol smell free;
- ✚ DSWD Field Office 10 shall 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;
- ✚ Physical Garage, Terminal or Office of the Vehicle Rental Servicing Supplier must be located within Cagayan de Oro City for easy access, or within reach for follow-ups and on-time delivery of its vehicle rental services.
- ✚ The DSWD FO X compound shall not be used as an overnight parking space by the supplier
- ✚ An official vehicle rental dispatch form shall be issued to the driver in two copies for each authorized vehicle request prior to travel, and must return a copy of the signed dispatch form to the AD-GSS after completion of travel together with the trip ticket copy;
- ✚ Complaints in writing/incident reports, either for reckless driving, unprofessional conduct, dirty motor vehicles and/or non-roadworthiness of motor vehicles, when proven after investigation, shall have the corresponding penalties:
  1. Any of the above-enumerated instances shall constitute as one (1) offense. This Office shall write the service provider and demand for an explanation as to why such circumstance occurred. Further, the service provider shall ensure that it does not reoccur;
  2. Should the service provider incur a total of four (4) of the above-enumerate offenses, this Office shall have the right to terminate the contract without prior need of notice. Once the contract is terminated, the service provider shall be rated, for purposes of performance evaluation, unsatisfactory.
  3. All units provided SHALL be roadworthy in accordance to the definition provided for by relevant policies and guidelines issued by the Land Transportation Office (LTO).
  4. STRICT ADHERENCE to the rules and regulations in regard to observance of traffic rules including, but not necessarily limited to, Republic Act Nos. 4136 as 8750, and 10913 including all other relevant laws and policies issued by the LTO.
- ✚ Bid Evaluation shall be based on the Lowest Calculated Bid Offer for each type of vehicle per area of destination;
- ✚ Price Schedule shall be properly accomplished.
- ✚ Quotation per type of vehicle, destination and distance (within and outside the 50km radius) especially for Bukidnon, and Misamis Oriental provinces shall be specifically indicated in the price schedule.
- ✚ Quotation per type of vehicle, destination and distance for areas outside of Region X shall also be specifically indicated in the price schedule.
- ✚ Units to be provided must be at all times with functional air-conditioned unit;
- ✚ Supplier shall STRICTLY comply with the travel schedule set by the DSWD FO X for the entire duration of the travel/usage of the motor vehicles. In no case shall the supplier modify the travel/usage schedule during or prior to the schedule travel or usage; and
- ✚ Any form of coordination as to booking, dispatching, and billing concerns shall be directly communicated only with the assigned GSS Staff.

## **BILLING**

Statement of Account shall be submitted bi-weekly, three (3) days after the last cut-off of 15<sup>th</sup> and 30<sup>th</sup> of the month. Statement of account shall be supported with the following:

- a. Trip Ticket;
- b. Accomplished Dispatched Form issued by the GSS
- c. Sales/Charge Invoice

**List of Municipalities/Cities in Bukidnon within 50 km radius from DSWD FO X  
including interior barangays**

<b>MUNICIPALITY/CITY</b>	<b>BARANGAY</b>
Baungon	All Barangays
Libona	All Barangays
Malitbog	Poblacion Kalingking San Luis Mindagat Omagling Patpat Santa Ines Sumalsag
Manolo Fortich	Agusan Canyon Alae Dalirig Damilag Diclum Lingion Lunocan Mambatangan Mantibugao Minsuro San Miguel Sankanán Santo Niño Tankulan
Talakag	Barangay 1 Barangay 2 Barangay 3 Barangay 4 Barangay 5 Basak Cacaon Cosina Dagumbaan Dagundalahon Indulang Lantud Liguron Lingi-on Sagaran San Antonio San Isidro Santo niño

**List of Municipalities/Cities in Bukidnon outside 50 km radius from DSWD FO X  
including interior barangays**

<b>MUNICIPALITY/CITY</b>	<b>BARANGAY</b>
Cabanglasan	All Barangays
Damulog	All Barangays
Dangcagan	All Barangays
Don Carlos	All Barangays
Impasugong	All Barangays
Kadingilan	All Barangays
Kalilangan	All Barangays
Kibawe	All Barangays
Kitaotao	All Barangays
Lantapan	All Barangays
Malitbog	Kiabo Sampiano Siloo
Malaybalay City	All Barangays
Manolo Fortich	Dahilayan Guiling-guilang Kalugmanan Lindaban Mampayag Santiago Ticala
Maramag	All Barangays
Pangantucan	All Barangays
Quezon	All Barangays
San Fernando	All Barangays
Sumilao	All Barangays
Talakag	Baylanan Colawingon Dominorog Lapok Lirongan Miarayon Salucot San Miguel San Rafael Tagbak Tikalaan
Valencia City	All Barangays

**List of Municipalities/Cities in Misamis Oriental outside 50 km radius from  
DSWD FO X including interior barangays**

<b>MUNICIPALITY/CITY</b>	<b>BARANGAY</b>
Balingasag	All barangays
Balingoan	All barangays
Binuangan	All barangays
Claveria	Aposkahoy Bulahan Cabacungan Gumaod Hinaplanan Lanise Luna Madaguiling Malagana Mat-i Minalwang Pambugas Panampawan Pelaez Plaridel Rizal Santa Cruz Tamboboan Tipolohon
Gingoog City	All barangays
Kinoguitan	All barangays
Lagonglong	All barangays
Libertad	Kimalok Santo Niño
Lugait	All barangays
Magsaysay	All barangays
Manticao	All barangays
Medina	All barangays
Naawan	All barangays
Salay	All barangays
Sugbongcogon	All barangays
Talisayan	All barangays

**List of Municipalities/Cities in Misamis Oriental within 50 km radius from  
DSWD FO X including interior barangays**

<b>MUNICIPALITY/CITY</b>	<b>BARANGAY</b>
Alubijid	All barangays
Cagayan de Oro City	All barangays
Claveria	Ani-e Kalawitan Patrocenio Poblacion Punong
El-Salvador City	All barangays
Gitagum	All barangays
Initao	All barangays
Jasaan	All barangays
Laguindingan	All barangays
Libertad	Dulong Gimaylan Lubluban Poblacion Retablo Tangcub Taytayan
Opol	All barangays
Tagoloan	All barangays
Villanueva	All barangays

**Note: The distance of the above-listed municipalities/barangays from DSWD FO X may vary.**

**I hereby certify to comply and deliver all of the above requirements within the delivery schedule.**

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

***Section VII. Technical Specifications***

## Technical Specifications

### Rebidding of Procurement of Motor Vehicle Rental Services for DSWD FO X Staff – Consumable (Early Procurement Activity)

Bidders must state either “Comply” or “Not Comply” in the Statement of Compliance column to each indicated parameter or specification. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

VEHICLE TYPE	QTY	DESTINATION	STATEMENT OF COMPLIANCE
<b>Air-Conditioned Sedan</b>	<b>Consumable</b>	From DSWD FO10 to any points of Bukidnon Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)	
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		From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)	a. one full day b. drop off and pick up
		From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees	a. one full day b. drop off and pick up

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<p><b>Air-Conditioned SUV (4x4 or 4x2)</b></p>	<p><b>Consumable</b></p>	<p>From DSWD FO10 to any points of Bukidnon Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <table border="1" data-bbox="512 864 1197 1249"> <tr> <td data-bbox="512 864 911 1055"> <p>DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays (refer to attached list of municipalities)</p> </td> <td data-bbox="911 864 1197 1055"> <p>a. one full day b. drop off and pick up</p> </td> </tr> <tr> <td data-bbox="512 1055 911 1249"> <p>DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays (refer to attached list of municipalities)</p> </td> <td data-bbox="911 1055 1197 1249"> <p>a. one full day b. drop off and pick up</p> </td> </tr> </table> <p>From DSWD FO10 to any points of Misamis Oriental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <table border="1" data-bbox="512 1350 1197 1767"> <tr> <td data-bbox="512 1350 911 1574"> <p>DSWD FO X to any point of destination of any municipality of Misamis Oriental that is within the 50km radius including interior barangays (refer to attached list of municipalities)</p> </td> <td data-bbox="911 1350 1197 1574"> <p>a. one full day b. drop off and pick up</p> </td> </tr> <tr> <td data-bbox="512 1574 911 1767"> <p>DSWD FO X to any point of destination of any municipality of Misamis Oriental that is outside the 50km radius interior barangays (refer to attached list of municipalities)</p> </td> <td data-bbox="911 1574 1197 1767"> <p>a. one full day b. drop off and pick up</p> </td> </tr> </table> <p>From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. one full day b. drop off and pick up</p> <p>From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas</p>	<p>DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays (refer to attached list of municipalities)</p>	<p>a. one full day b. drop off and pick up</p>	<p>DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays (refer to attached list of municipalities)</p>	<p>a. one full day b. drop off and pick up</p>	<p>DSWD FO X to any point of destination of any municipality of Misamis Oriental that is within the 50km radius including interior barangays (refer to attached list of municipalities)</p>	<p>a. one full day b. drop off and pick up</p>	<p>DSWD FO X to any point of destination of any municipality of Misamis Oriental that is outside the 50km radius interior barangays (refer to attached list of municipalities)</p>	<p>a. one full day b. drop off and pick up</p>					
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- ✚ **Air-Conditioned Sedan** – Automatic or Manual Transmission with seating capacity of 5 including the driver.
- ✚ **Air-Conditioned SUV (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. Seat installation must be the same as that of any standard van for comfort of passengers. No customization or alteration of seats allowed.

**GENERAL REQUIREMENTS:**

- ✚ The total ABC is consumable depending on the request of DSWD FO X;
- ✚ 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 FO X:
  - Sedan – 6
  - SUV – 10
  - Van – 15
  - Pick-up – 8
- ✚ The supplier shall submit the following during the bid opening:

1. Summary list of vehicle fleet with details per vehicle (OR/CR, Plate Number, Model, etc). Vehicle Year make or model must be manufactured in 2020 and above;
  2. List of authorized drivers with proof of valid professional drivers' license (At least 39 different drivers);
  3. Summary list of Motor Vehicle Insurance (with validity period)
- ✚ Rate offers must be expressed in terms of daily rate basis and drop off / pick up rate basis per type of vehicle per area of destination, inclusive of VAT, driver's food, fuel cost, repair cost, parking fees, barge fees and all applicable taxes and charges;
  - ✚ The DSWD FO X shall not be liable for the meals and accommodation for the suppliers authorized drivers in any of each of the trips;
  - ✚ All vehicle units, as per requests, are required to have their own driver. Self-driving is not allowed. As such, DSWD FO X 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/breakdown. Replacement unit shall arrive at the required location in not more than six (6) hours from the time the notice is communicated by the GSS to the supplier.
  - ✚ All vehicles to be provided by the supplier must be covered with comprehensive insurance coverage (CIC), third party liability (TPL), bodily injury (BI) and Auto Passenger Insurance Coverage (APIC);
  - ✚ All vehicles to be provided by the supplier must be with updated LTO registration;
  - ✚ For each travel, all drivers must be with valid professional driver's license and must present a copy of a drug test result undertaken within the last six months;
  - ✚ All drivers must OBSERVE PROPER HYGIENE and must be physically fit;
  - ✚ All drivers are prohibited to smoke and drink alcoholic beverages before, during, and after trips to ensure that the interiors of the vehicle are smoke and alcohol smell free;
  - ✚ DSWD Field Office 10 shall 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;
  - ✚ Physical Garage, Terminal or Office of the Vehicle Rental Servicing Supplier must be located within Cagayan de Oro City for easy access, or within reach for follow-ups and on-time delivery of its vehicle rental services.
  - ✚ The DSWD FO X compound shall not be used as an overnight parking space by the supplier
  - ✚ An official vehicle rental dispatch form shall be issued to the driver in two copies for each authorized vehicle request prior to travel, and must return a copy of the signed dispatch form to the AD-GSS after completion of travel together with the trip ticket copy;
  - ✚ Complaints in writing/incident reports, either for reckless driving, unprofessional conduct, dirty motor vehicles and/or non-roadworthiness of motor vehicles, when proven after investigation, shall have the corresponding penalties:
    1. Any of the above-enumerated instances shall constitute as one (1) offense. This Office shall write the service provider and demand for an explanation as to why such circumstance occurred. Further, the service provider shall ensure that it does not reoccur;
    2. Should the service provider incur a total of four (4) of the above-enumerate offenses, this Office shall have the right to terminate the contract without prior

need of notice. Once the contract is terminated, the service provider shall be rated, for purposes of performance evaluation, unsatisfactory.

3. All units provided SHALL be roadworthy in accordance to the definition provided for by relevant policies and guidelines issued by the Land Transportation Office (LTO).
  4. STRICT ADHERENCE to the rules and regulations in regard to observance of traffic rules including, but not necessarily limited to, Republic Act Nos. 4136 as 8750, and 10913 including all other relevant laws and policies issued by the LTO.
- ✚ Bid Evaluation shall be based on the Lowest Calculated Bid Offer for each type of vehicle per area of destination;
  - ✚ Price Schedule shall be properly accomplished.
  - ✚ Quotation per type of vehicle, destination and distance (within and outside the 50km radius) especially for Bukidnon, and Misamis Oriental provinces shall be specifically indicated in the price schedule.
  - ✚ Quotation per type of vehicle, destination and distance for areas outside of Region X shall also be specifically indicated in the price schedule.
  - ✚ Units to be provided must be at all times with functional air-conditioned unit;
  - ✚ Supplier shall STRICTLY comply with the travel schedule set by the DSWD FO X for the entire duration of the travel/usage of the motor vehicles. In no case shall the supplier modify the travel/usage schedule during or prior to the schedule travel or usage; and
  - ✚ Any form of coordination as to booking, dispatching, and billing concerns shall be directly communicated only with the assigned GSS Staff.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

## ***Section VIII. Philippine Bidding Document Related Forms***

### **Notes to the Philippine Bidding Document Related Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 13 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 16.

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with ITB Clause 4.2. Failure to submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration, if allowed and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein by the Procuring Entity, and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

## Bid Form for Procurement of Goods

*[Note: The duly accomplished form shall be submitted with the Bid]*

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### BID FORM

Project Identification No.: *[Insert number]*

To: *[Name of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project *[Project Title]*;
- b) Select one, delete the other
  - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
  - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]*; or indicate N/A if no discount offered
- e) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other: the Price Schedules/ Detailed Estimates]*.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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 PBD.

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

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.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

## Price Schedule for Goods

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_ of \_\_\_\_\_

### Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	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)
	<b>Air-Conditioned Sedan</b>								
1	<p>From DSWD FO10 to any points of Bukidnon Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays  a) one full day  b) drop off and pick up</p> <p>b. DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays  a) one full day  b) drop off and pick up</p>		Consumable						
2	<p>From DSWD FO10 to any points of Misamis Oriental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. DSWD FO X to any point of destination of any municipality of Misamis Oriental that is within the 50km</p>		Consumable						

	<p>radius including interior barangays</p> <p>a) one full day</p> <p>b) drop off and pick up</p> <p>b. DSWD FO X to any point of destination of any municipality of Misamis Oriental that is outside the 50km radius interior barangays</p> <p>a) one full day</p> <p>b) drop off and pick up</p>								
3	<p>From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. one full day</p> <p>b. drop off and pick up</p>		Consumable						
4	<p>From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. one full day</p> <p>b. drop off and pick up</p>		Consumable						
5	<p>From DSWD FO10 to any points of Camiguin Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. one full day</p> <p>b. drop off and pick up</p>		Consumable						
6	<p>From DSWD FO10 to any points outside of Region 10 including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. Region IX</p> <p>b. Region XI</p> <p>c. Region XII</p> <p>d. CARAGA</p> <p>e. BARMM Lanao del Sur</p> <p>f. BARMM Other Areas</p>		Consumable						
	<b>Air-Conditioned SUV (4x4 or 4x2)</b>								
7	<p>From DSWD FO10 to any points of Bukidnon Areas including interior</p>		Consumable						

	<p>barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. DSWD FO X to any point of destination of any municipality of Bukidnon that is within the 50km radius including interior barangays  a) one full day  b) drop off and pick up</p> <p>b. DSWD FO X to any point of destination of any municipality of Bukidnon that is outside the 50km radius interior barangays  a) one full day  b) drop off and pick up</p>								
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9	<p>From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. one full day  b. drop off and pick up</p>		Consumable						
10	<p>From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas depends on the end-</p>		Consumable						

	<p>user request (Vice-Versa) including all barge fees</p> <p>a. one full day</p> <p>b. drop off and pick up</p>								
11	<p>From DSWD FO10 to any points of Camiguin Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. one full day</p> <p>b. drop off and pick up</p>		Consumable						
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15	<p>From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. one full day b. drop off and pick up</p>		Consumable						
16	<p>From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. one full day b. drop off and pick up</p>		Consumable						
17	<p>From DSWD FO10 to any points of Camiguin Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. one full day b. drop off and pick up</p>		Consumable						
18	<p>From DSWD FO10 to any points outside of Region 10 including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees</p> <p>a. Region IX b. Region XI c. Region XII d. CARAGA e. BARMM Lanao del Sur f. BARMM Other Areas</p>		Consumable						

	<b>Air-Conditioned Van High roof or Standard</b>								
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20	<p>From DSWD FO10 to any points of Misamis Oriental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. DSWD FO X to any point of destination of any municipality of Misamis Oriental that is within the 50km radius including interior barangays  a) one full day  b) drop off and pick up</p> <p>b. DSWD FO X to any point of destination of any municipality of Misamis Oriental that is outside the 50km radius interior barangays  a) one full day  b) drop off and pick up</p>		Consumable						
21	<p>From DSWD FO10 to any points of Lanao del Norte Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa)</p> <p>a. one full day  b. drop off and pick up</p>		Consumable						

22	From DSWD FO10 to any points of Misamis Occidental Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up		Consumable						
23	From DSWD FO10 to any points of Camiguin Areas including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up		Consumable						
24	From DSWD FO10 to any points outside of Region 10 including interior barangays and far-flung areas depends on the end-user request (Vice-Versa) including all barge fees  a. Region IX b. Region XI c. Region XII d. CARAGA e. BARMM Lanao del Sur f. BARMM Other Areas		Consumable						
<b>TOTAL CONTRACT/BID PRICE</b> (inclusive of all applicable taxes)									

**Summary of Bid Prices**

1	2	3
Item No.	Particulars / Description	Total Amount
1	<b>Procurement of Motor Vehicle Rental Services for DSWD FO X – Consumable (Early Procurement Activity)</b>	

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Price Schedule for Goods

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_ of \_\_\_\_\_

### Pricing Details 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)

### Summary of Bid Prices

1	2	3
Item No.	Particulars / Description	Total Amount
1		

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Omnibus Sworn Statement Form

*[Note: The duly accomplished form shall be submitted with the Bid]*

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

### OMNIBUS SWORN STATEMENT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and with residence at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the others:*

- *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;
- *If 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]*;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. *Select one, delete the others:*

- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]* *[insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative]*;
- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *Select one, delete the others:*
  - *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and

the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

*Select one, delete the rest:*

- *In case of corporations: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.*
  - *In case of Foreign Bidders: [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.*
8. *[Name of Bidder] complies with existing labor laws and standards; and*
9. *[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 *[Project Title]*.
10. *[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.*
11. *In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.*

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

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Affiant's Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

JURAT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

## **Bid Securing Declaration Form**

***[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]***

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

### **BID SECURING DECLARATION**

Project Identification No.: *[Number]*

To: *[Insert name 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) Select one, delete the other:
  - I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and
  
- 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 the bidder with the 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]*.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

[Signature over Printed Name]  
[Position/Designation]  
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

WITNESS MY HAND AND SEAL this \_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC  
Notarial Commission No. \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place issued]  
IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_

**Statement of All On-Going Government and Private Contracts,  
Including Contracts Awarded but Not Yet Started, Whether Similar  
or Not Similar in Nature and Complexity to the Contract to be Bid**

Business Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_

**A. Government**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1	a.				a.			
	b.				b.			
	c.				c.			
2	a.				a.			
	b.				b.			
	c.				c.			

**B. Private**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1	a.				a.			
	b.				b.			
	c.				c.			
2	a.				a.			
	b.				b.			
	c.				c.			

**Note: The Notice of Award or Contract/Purchase Order or Notice to Proceed must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement.**

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

## Statement of Single Largest Completed Contract (SLCC) <sup>1</sup> Similar to the Contract to be Bid

---

Business Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

**Note: The following documents must be attached to support this statement: (a) Sales Invoice<sup>2</sup> or (b) User's Certificate of Acceptance/Completion<sup>2</sup> or (c) Official Receipts<sup>2</sup>**

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

<sup>1</sup>The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.4 of Section III. Bid Data Sheet, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.5 of Section III. Bid Data Sheet.

<sup>2</sup>Pursuant to GPPB Circular No. 04-2020 under Clause 6.1 (k) (ii) and 6.4.

## Computation of Net Financial Contracting Capacity (NFCC)

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid in the amount of \_\_\_\_\_ calculated as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

	<b>AMOUNT</b>
<b>Current Assets</b>	
<b>Minus: Current Liabilities</b>	
<b>Sub-Total</b>	
<b>Multiplied by 15</b>	
<b>Sub-Total</b>	
<b>Minus: Value of Outstanding Contracts</b>	
<b>NFCC</b>	

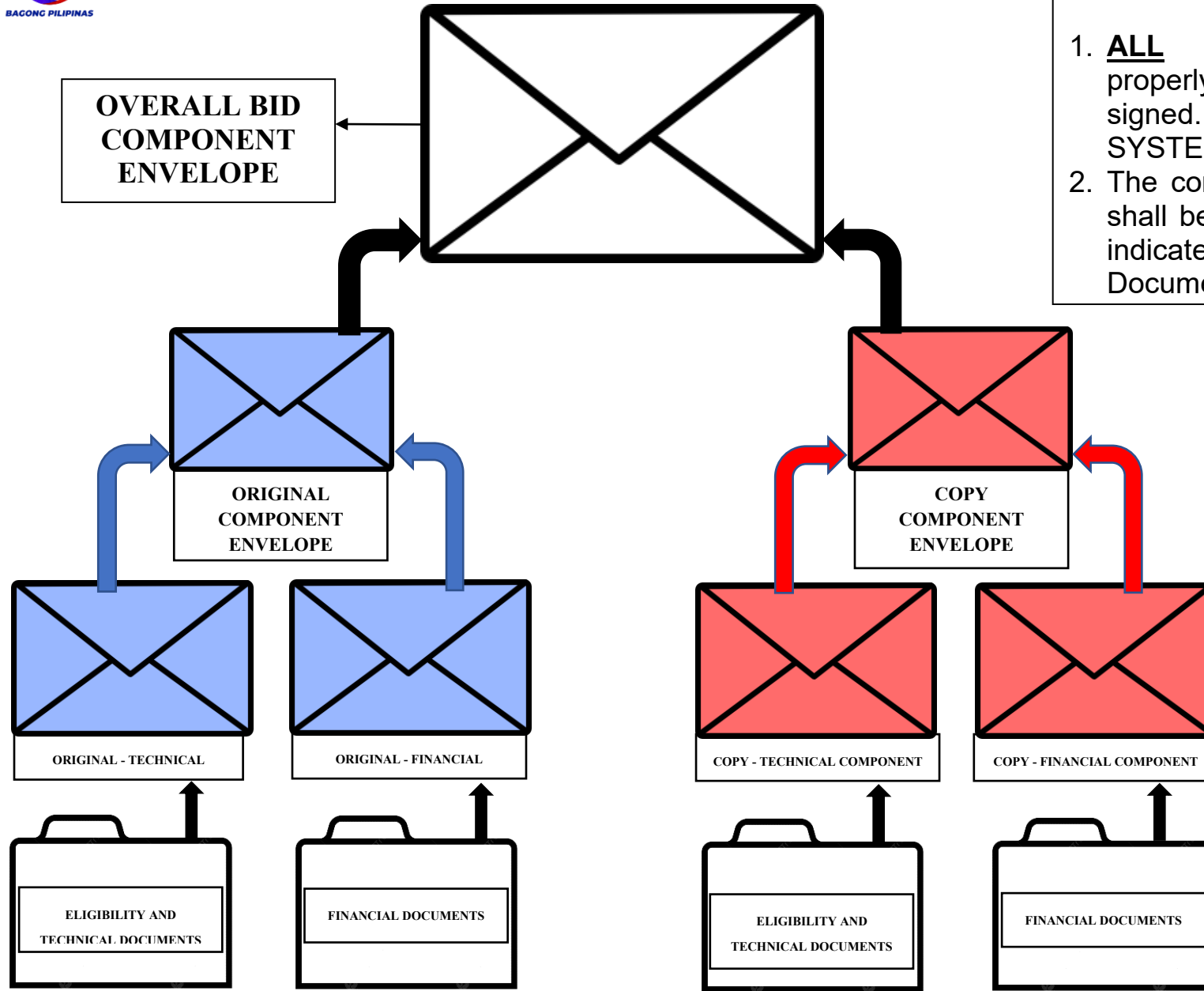
Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

# ILLUSTRATION

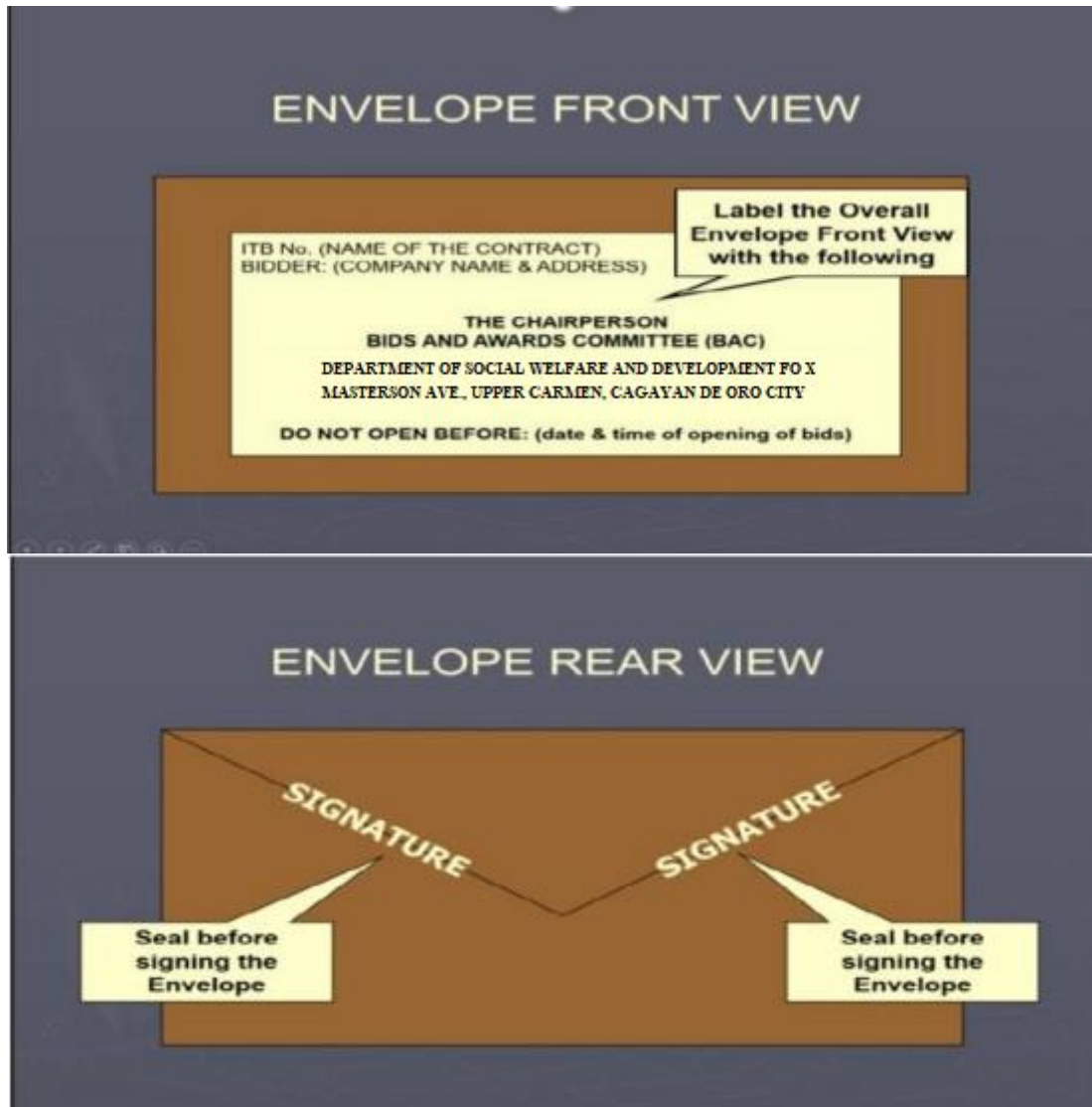


## REMINDERS:

1. **ALL** envelopes shall be properly labelled, sealed, and signed. (7 ENVELOPE SYSTEM)
2. The contents of the envelopes shall be consistent with the list indicated in the Bidding Documents.

## ADDRESSING THE ENVELOPES

### OVERALL BID COMPONENT EN



#### ALL envelopes shall:

- contain the name of the contract to be bid in capital letters;
- bear the name and address of the Bidder in capital letters;
- Be addressed to:

THE CHAIRPERSON  
BIDS AND AWARDS COMMITTEE  
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FO  
X  
MASTERSON AVE., UPPER CARMEN, CAGAYAN DE ORO CITY

- bear the specific identification of this bidding process indicated in the ITB Clause 1.1;
- Bear a warning "DO NOT OPEN BEFORE: ....." stating the date & time for the opening of bids in accordance with the ITB

Bidders are required to provide a Table of Contents, and corresponding label for each submitted Technical and Financial Component document to ensure that the submitted requirements are complete.

The checklist of the technical and financial documents is listed in Section IX of the Bidding Documents.

**“ANNEX A”**

**LIST OF VEHICLE FLEET**

<b>NO</b>	<b>CERTIFICATE OF REGISTRATION</b>	<b>OFFICIAL RECEIPT NO.</b>	<b>EXPIRATION DATE</b>	<b>MV. FILE NO.</b>	<b>PLATE NO.</b>	<b>ENGINE NO.</b>	<b>CHASSIS NO.</b>	<b>FUEL</b>	<b>MAKE</b>	<b>SERIES</b>	<b>BODY TYPE</b>	<b>YEAR MODEL</b>
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2												
3												
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39												

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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