



Republic of the Philippines
Department of Agriculture

SUGAR REGULATORY ADMINISTRATION

Sugar Center Bldg., North Avenue, Diliman, Quezon City, Philippines 1101

TIN 000-784-336

Website: <http://www.sra.gov.ph>

Email Address: srahead@sra.gov.ph

Tel No. (632) 8929-3633, (632) 3455-2135, (632) 3455-3376

INVITATION FOR NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS SUPPLY AND DELIVERY OF VEHICLES ONE (1) UNIT VAN AND ONE (1) SERVICE VEHICLE (SUV MONITORING VEHICLE)

1. The SUGAR REGULATORY ADMINISTRATION, through the SIDA GAA 2017/2022 REBUDGETED TO FY 2023 intends to procure One (1) unit Van and One (1) unit Service Vehicle (SUV Monitoring Vehicle) with a total Approved Budget for the Contract (ABC) of Three Million Six Hundred Thousand Pesos (₱3,600,000.00).
2. The Sugar Regulatory Administration Regional Bids and Awards Committee (RBAC) now invites technically, legally and financially capable suppliers for the said project.
3. The procurement procedure for this requirement is Negotiated Procurement for Two-Failed Biddings pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the RBAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the RBAC Secretariat at the address given below from November 17 – 24, 2023, Monday to Friday, at 8:00AM to 5:00PM.
5. The RBAC will hold a Negotiation Meeting on 23 November 2023, 9:30 a.m., at the Conference Room of the Sugar Regulatory Administration, Araneta St., Singang, Bacolod City. This shall be open to prospective bidders.
6. Three (3) copies of the proposals (one original and one copy) must be submitted to the RBAC which must be duly received by the RBAC Secretariat through manual submission at the office address indicated above on or before 5:00 PM of 24 November 2023. Late submission shall not be accepted.
7. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the RBAC.

A. Eligibility and Technical Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b) Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to supply and



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- delivery of motor vehicles which shall be completed within the last 5 years prior to the date of submission of the best and final offer.
- c) Bid Security in any of the following form as prescribed under the 2016 revised IRR of RA 9184:
 - i. In case of cash, Manager's Check, Bank Guarantee (2% of the ABC or PhP72,000.00)
 - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC or PhP180,000.00)
 - iii. Bid Securing Declaration.
 - d) Conformity with the Schedule of Requirements (Annex "A");
 - e) Conformity with the Technical Specifications (Annex "B");
 - f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- g) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

B. Financial Documents

- h) Bid Form
 - i) Price Schedule
- 8. The Special Conditions of the Contract (Annex "C") shall form part of the contract.
 - 9. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
 - 10. The Head of the Procuring Entity reserves the right to reject and all Bids, declare a failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.

Issued this 16th day of November 2023.



ATTY. IGNACIO S. SANTILLANA
Chairperson, Regional Bids and Awards Committee

SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
A	Van	1	1	30 days upon receipt of Notice to Proceed but not later than December 31, 2023
B	Service Vehicle (SUV Monitoring Vehicle)	1	1	30 days upon receipt of Notice to Proceed but not later than December 31, 2023

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

TECHNICAL SPECIFICATIONS

Specification		Statement of Compliance
		<i>[Bidders must state here either "Comply" or "Not Comply"]</i>
A	Van, 1 unit	
A.1	Brand New	
A.2	<i>Dimensions:</i>	
A.3	Length, Width, Height, & Wheelbase: Manufacturer's standard	
A.4	<i>Weights & Capacities:</i>	
A.5	Curb weight: Manufacturer's standard Gross vehicle weight rating: Manufacturer's standard Gross trailer weight braked: Manufacturer's standard Gross trailer weight unbraked: Manufacturer's standard	
A.6	<i>Seating:</i>	
A.7	Seating capacity: not less than 14, with headrest	
A.8	<i>Fuel Tank – Main:</i>	
A.9	Capacity (L): 65 liters, minimum Fuel type: Diesel	
A.10	<i>Engine:</i>	
A.11	Engine Size: 2.5 L Displacement: 2,488 cc Engine description: Four cylinder, in-line, chain-driven DOHC, four valves per cylinder, with variable valve timing Configuration In-line Head composition Light alloy Variable valve timing Standard Valve gear type DOHC Number of valves per cylinder: 4	
A.12	<i>Power:</i>	
A.13	Max Output (HP) 129 hp @ 3,200 rpm Maximum torque Nm 241-420 Rpm for maximum torque 1400-3800	
A.14	<i>Transmission:</i>	
A.15	Transmission type: 5-speed Manual (Dash Mounted) Number of gears: 5 Transmission description: Manual	
A.16	<i>Brakes:</i>	
A.17	Number of disc brakes: 2	

	Number of ventilated disc brakes: 2	
A.18	<i>Suspension:</i>	
A.19	Suspension – front, Manufacturer’s standard Suspension – rear, Manufacturer’s standard	
A.20	<i>Tyres:</i>	
A.21	Tyre Front width (mm): not lower than 195 Tyre Rear width (mm) not lower than 195	
A.22	Airconditioning unit	
A.23	Other Features:	
A.24	Keyless Entry	
A.25	Power Steering	
A.26	Power Windows	
A.27	Power Outlet	
A.28	Car Stereo	
A.29	USB Port	
A.30	Car Tint	
A.31	With car tools and accessories to include early warning device	
B	Service Vehicle, 1 unit	
B.1	SUV Monitoring Vehicle	
B.2	Brand New	
B.3	Engine Size: 1.5 L minimum	
B.4	Displacement: preferably not exceeding 1500 cc	
B.5	Number of Cylinders: 4	
B.6	Number of Valves: 16	
B.7	Transmission Category: 4-speed Automatic Transmission	
B.8	Drivetrain: Front-wheel drive or Rear-wheel drive	
B.9	Max Output (Hp): 103-105 Hp @ 6,000 rpm	
B.10	Max Torque (nm): 134-141 Nm @ 4,000 rpm	
B.11	Wheelbase: 2,610 mm	
B.12	Ground Clearance: 200 mm	
B.13	Max Cargo: Manufacturer’s standard	
B.14	Number of Doors: 5	
B.15	Fuel Type: Petrol	
B.16	Fuel Capacity: 45 L, minimum	
B.17	Power Steering	
B.18	Power Windows	
B.19	Wheel Size: not lower than 16 in	
B.20	Wheels Metal Type: Alloy	
B.21	Other:	
B.22	Car Tint	
B.23	Car Stereo	
B.24	USB Port	

B.25	With car tools and accessories to include early warning devices	
C	Other Requirements for Motor Vehicles	
C.1	Warranty: 3 years (100,000 kms whichever comes first)	
C.2	Covered with one (1) year Government Service Insurance System (GSIS) Comprehensive Insurance	
C.3	Three-year LTO Registration – R.A. 4136 (Red Plate)	
C.4	With complete set of tools and maintenance manual	
C.5	Certification that the motor vehicle brand being offered has been available and existent in the local market for the last thirty (30) years	
C.6	Certification that the Supplier has owned and/or operated a service center for after-sales services within Bacolod City with at least ten (10) years of experience in servicing such brand being offered	
C.7	<i>Additional Requirements:</i>	
C.8	Bidders are required to put tabs in all documents to be submitted to facilitate efficiency in evaluating all the documents.	

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to SRA, Araneta St., Singcang, Bacolod City, Negros Occidental. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). The details of shipping and/or other documents to be furnished by the Supplier are as follows: <u>OR/CR, LTO Certificate of Stock Report, Delivery Receipt, Sales Invoice</u></p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ma. Lourdes C. Almodiente, Chief Agriculturist, ESD.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. furnishing of tools required for assembly and/or maintenance of the supplied Goods; b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; c. 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 d. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

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 and other components 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 spare parts or components for the Goods for a period of three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.

Packaging –

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

(within five (5) years from the date of submission and receipt of bids)

Name of Client	Name of the Contract	Date and Status of the Contract	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

I hereby certify that the above-mentioned are correct.

Signature over the printed name of the authorized representative

Company name

Date

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
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(if none, state "None")]

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

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

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

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

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____