

## **INVITATION FOR NEGOTIATED PROCUREMENT TWO FAILED BIDDINGS NO. 2022-12-0246**

*(Pursuant to Section 53.1 of the Revised Implementing Rules and Regulations of R.A 9184 –  
Negotiated Procurement Two Failed Competitive Biddings)*

### **SUPPLY AND DELIVERY OF BRAND-NEW UNITS OF PASSENGER VANS FOR THE PHILIPPINE COMPETITION COMMISSION**

1. In view of the two (2) failed biddings, the *Philippine Competition Commission (PCC)* invites bidders to participate in the negotiation for the *Supply and Delivery of Brand-New Units of Passenger Vans for the Philippine Competition Commission*.
2. The *PCC*, through the *2022 General Appropriations Act* intends to apply the sum of *Three Million Pesos (PhP3,000,000.00)*, being the Approved Budget for the Contract (ABC) to payments under the contract for the abovementioned procurement.
3. The *PCC* now invites interested bidders to negotiate offers for the project on *19 December 2022 at 1:30 P.M* through *Microsoft Teams Teleconference*.
4. Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
5. Following the completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in the checklist of requirements hereof must be duly received by the PBAC Secretariat on or before *21 December 2022, 12:00 NN* at the address below or through *E-Bid Submission which may be accessed through PCC Website*. Late submissions shall not be accepted.
6. Bid opening shall be on *21 December 2022, 1:30 PM* at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
7. The *Philippine Competition Commission* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its RIRR, without thereby incurring any liability to the affected bidder or bidders.

8. For further information, please refer to:

***THE SECRETARIAT***

*Bids and Awards Committee*

*Philippine Competition Commission*

*25F Tower 1, Vertis North Corporate Center,*

*North Avenue, Quezon City*

*Telephone No.: (02) 8771-9722 local 204*

*e-mail: [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [ivabano@phcc.gov.ph](mailto:ivabano@phcc.gov.ph)*

***13 December 2022***



**ATTY. JOSEPH MELVIN B. BASAS**  
Chairperson, PCC Bids and Awards Committee



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## TECHNICAL SPECIFICATIONS

### *Supply and Delivery of Brand-New Units of Passenger Vans for the Philippine Competition Commission*

#### I. MINIMUM SPECIFICATIONS

The Supplier shall supply and deliver **TWO (2) UNITS OF PASSENGER VANS**.

PARTICULARS	DESCRIPTION
Year/Model	Latest Available Model
No. of Passengers including driver	At least 12 Passengers
Body Dimension	
a. Overall Length	4,690 mm to 5,600 mm
b. Width	1,690 mm to 2,050 mm
c. Height	1,990 mm to 2,290 mm
Engine / Performance	
a. Type	4-cylinder; 16-valve; Turbo
b. Displacement	Diesel: 2,480 cc to 2,800 cc Gasoline: 2,000 cc to 2,490 cc
c. Output (hp)	At least 130 hp
d. Torque	At least 280 Nm
Transmission	5 - 6 Speed- Manual
Steering	Power Steering/ Rack and Pinion Power Assisted
Wheel / Size	Standard Rim/ Mag & Tire
Airconditioning System	Manual
Recliner Seats	Standard recliner seats Driver: 1 Front Passenger Seat: 1
Ground Clearance	170 – 205 mm
Seatbelts	Equipped
Color	To be agreed upon during contract implementation
Free Items	Standard tools with standard jack, spare tire with rim, early warning devices, seat cover, tint, floor mats
Availability of Spare Parts	Readily available from Service Center
Warranty	Three (3) years or 100,000 kms. whichever comes first on the main assemblies of engine transmission/differential
LTO Registration	Free for the first three (3) years

PARTICULARS		DESCRIPTION
Third-Party Insurance	Liability	Free

Note: **Brand and model must be indicated in the bid submission.**

## II. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Three Million Pesos Only (PhP3,000,000.00)**, inclusive of all applicable government taxes and service. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

## III. SCHEDULE OF REQUIREMENTS

The Supplier must complete the supply and delivery of the required motor vehicles to the PCC Office in Vertis North Corporate Center 1, Quezon City **within fifteen (15) calendar days** from receipt of Notice to Proceed (NTP).

The latest original LTO Registration, and Original Official Receipt and Certificate of Registration shall be provided to PCC.

## IV. MODE OF PROCUREMENT

The mode of procurement shall be Negotiated Procurement – Two-Failed Biddings as provided under the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184.

## V. PAYMENT SCHEME

The PCC shall make a one-time payment to the Supplier within fifteen (15) working days upon receipt of complete supporting documents, including but not limited to the original and signed Invoice or Billing Statement and Delivery Receipt.

The End-user shall issue a Certificate of Satisfactory Service Rendered as supporting document to the payment.

## **VI. LIQUIDATED DAMAGES**

If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

## **VII. DISPUTE AGREEMENT / RESOLUTION**


Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.


In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:

Reviewed by:

  
**MEONEL B. NUNEZ**  
Administrative Officer II, GSD

  
**ROMMEL R. OIRA**  
Chief Administrative Officer, GSD

Approved by:

  
**JESON Q. DE LA TORRE**  
Director IV  
Administrative Office

**Conforme:**

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

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Name of Company**

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