



BIDS AND AWARDS COMMITTEE

BID BULLETIN NO. 1

This Bid Bulletin is issued to amend/clarify items in the Bidding Documents for the **SUPPLY AND DELIVERY OF ONE (1) BRAND NEW MOTOR VEHICLE (SEDAN) (Re-bidding), Public Bidding No. 2022-31.**

REFERENCE	AMENDMENT
<p>Section II. Instructions to Bidders 5. Eligible Bidders Page 12</p> <p>xxx</p> <p>5.2 [Select one, delete other/s]</p>	<p>Section II. Instructions to Bidders 5. Eligible Bidders Page 12</p> <p>xxx</p> <p>5.2 [Select one, delete other/s]</p>
<p>Section II. Instructions to Bidders 5. Eligible Bidders Page 13</p> <p>xxx</p> <p>b. Foreign ownership limited to those allowed under the rules may participate in this Project.</p> <p>xxx</p> <p>5.3. xxx</p> <p>[Select one, delete other/s]</p> <p>xxx</p> <p>b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.</p> <p>For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]</p> <p>i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and</p> <p>ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.</p>	<p>Section II. Instructions to Bidders 5. Eligible Bidders Page 13</p> <p>xxx</p> <p>b. Foreign ownership limited to those allowed under the rules may participate in this Project.</p> <p>xxx</p> <p>5.3. xxx</p> <p>[Select one, delete other/s]</p> <p>xxx</p> <p>b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.</p> <p>For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]</p> <p>i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and</p> <p>ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.</p>

<p>Section II. Instructions to Bidders 7. Subcontracts Page 14</p> <p>xxx</p> <p>[Select one, delete other/s]</p> <p>a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.</p> <p>xxx</p> <p>7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.</p> <p>7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.</p> <p>xxx</p>	<p>Section II. Instructions to Bidders 7. Subcontracts Page 14</p> <p>xxx</p> <p>{Select one, delete other/s}</p> <p>a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.</p> <p>xxx</p> <p>7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.</p> <p>7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.</p> <p>xxx</p>
<p>Section II. Instructions to Bidders 14. Bid Security Page 16</p> <p>xxx</p> <p>The Bid and bid security shall be valid until <i>[indicate date]</i>. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.</p>	<p>Section II. Instruction to Bidders 14. Bid Security Page 16</p> <p>xxx</p> <p>The Bid and bid security shall be valid one hundred twenty (120) days from the date of issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.</p>
<p>Section II. Instructions to Bidders 19. Detailed Evaluation and Comparison of Bids Page 18</p> <p>xxx</p> <p>Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.</p> <p>Option 3 - One Project having several items, which</p>	<p>Section II. Instructions to Bidders 19. Detailed Evaluation and Comparison of Bids Page 18</p> <p>xxx</p> <p>Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.</p> <p>Option 3 – One Project having several items, which shall</p>

<p>shall be awarded as separate contracts per item.</p>	<p>be awarded as separate contracts per item.</p>
<p>Section II. Instructions to Bidders 20. Post-Qualification Page 18</p> <p>xxx</p> <p>20.1 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS. {[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}</p>	<p>Section II. Instructions to Bidders 20. Post-Qualification Page 18</p> <p>xxx</p> <p><u>20.1 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.</u></p>
<p>Section II. Instructions to Bidders Signing of Contract Page 19</p> <p>21.2. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.</p> <p>21.3. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.</p> <p>21.4. The following documents shall form part of the Framework Agreement:</p> <ol style="list-style-type: none"> a. Framework Agreement Form; b. Bidding Documents; c. Call-offs; d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation; e. Performance Security or Performance Securing Declaration, as the case may be; f. Notice to Execute Framework Agreement; and 	<p>Section II. Instructions to Bidders Signing of Contract Page 19</p> <p>21.2. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.</p> <p>21.3. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.</p> <p>21.4. The following documents shall form part of the Framework Agreement:</p> <ol style="list-style-type: none"> a. Framework Agreement Form; b. Bidding Documents; c. Call-offs; d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation; e. Performance Security or Performance Securing Declaration, as the case may be; f. Notice to Execute Framework Agreement; and g. Other contract documents that may be required by

<p>g. Other contract documents that may be required by existing laws and/or specified in the BDS.</p> <p>xxx</p>	<p>existing laws and/or specified in the BDS.</p> <p>xxx</p>
<p>Section III. Bid Data Sheet <i>ITB Clause 5.3</i> <i>Page 21</i></p> <p>xxx</p> <p>a. Referred to the Supply and Delivery of Motor Vehicle</p> <p>xxx</p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>	<p>Section III. Bid Data Sheet <i>ITB Clause 5.3</i> <i>Page 21</i></p> <p>xxx</p> <p>a. <u>Any contract for the Supply and Delivery of Motor Vehicle which shall be completed within five (5) years prior to the deadline for the submission and receipt of bids</u></p>
<p>Section III. Bid Data Sheet <i>ITB Clause 20.1</i> <i>Page 21</i></p> <p>xxx</p> <p>ii. At least two (2) similar contracts:</p> <p>a) The aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid;</p> <p>b) The largest of these contracts must be equivalent to at least half of the percentage of the ABC as required above</p> <p>xxx</p>	<p>Section III. Bid Data Sheet <i>ITB Clause 20.1</i> <i>Page 21</i></p> <p>xxx</p> <p>ii. At least two (2) similar contracts:</p> <p>a) The aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid;</p> <p>b) The largest of these contracts must be equivalent to at least half of the percentage of the ABC as required above.</p> <p>xxx</p>
<p>Section III. Bid Data Sheet <i>ITB Clause 20.1</i> <i>Page 22</i></p> <p>xxx</p> <p>* Failure to submit copies of the Contracts or Purchased Order with proof of completion is a valid ground for disqualification of the bidder</p> <p>xxx</p> <p>** In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with</p> <p>Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p>	<p>Section III. Bid Data Sheet <i>ITB Clause 20.1</i> <i>Page 22</i></p> <p>xxx</p> <p>* Failure to submit copies of the Contracts or Purchased Order with proof of completion <u>maybe</u> a valid ground for disqualification of the bidder</p> <p>xxx</p> <p>** In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with</p> <p>Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p>

<p>xxx</p> <p>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> <p>xxx</p>	<p>—xxx</p> <p>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> <p>xxx</p>																
<p>Section IV. General Conditions of Contract 3. Performance Security Page 24</p> <p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.{{Include if Framework Agreement will be used:} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}</p>	<p>Section IV. General Conditions of Contract 3. Performance Security Page 24</p> <p><u>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.</u></p>																
<p>Section IV. General Conditions of Contract 4. Inspection and Tests Page 24</p> <p>The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project {{Include if Framework Agreement will be used:} or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p>	<p>Section IV. General Conditions of Contract 4. Inspection and Tests Page 24</p> <p><u>The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</u></p>																
<p>Section VII. Technical Specifications Page 32</p> <table border="1" data-bbox="138 1598 779 1712"> <thead> <tr> <th>Item No.</th> <th>Item Description</th> <th>Minimum Specifications Requirement</th> <th>Statement</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item No.	Item Description	Minimum Specifications Requirement	Statement					<p>Section VII. Technical Specifications Page 32</p> <table border="1" data-bbox="803 1598 1429 1712"> <thead> <tr> <th>Item No.</th> <th>Item Description</th> <th>Minimum Specifications Requirement</th> <th>Statement of Compliance</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item No.	Item Description	Minimum Specifications Requirement	Statement of Compliance				
Item No.	Item Description	Minimum Specifications Requirement	Statement														
Item No.	Item Description	Minimum Specifications Requirement	Statement of Compliance														
<p>Checklist of Technical and Financial Documents Legal Documents Page 38</p> <p>xxx</p> <p>Legal Documents</p> <p><input type="checkbox"/> (a) Valid PhilGEPS Registration Certificate (Platinum</p>	<p>Checklist of Technical and Financial Documents Legal Documents Page 38</p> <p>xxx</p> <p>Legal Documents</p> <p><input type="checkbox"/> (a) Valid PhilGEPS Registration Certificate</p>																

<p>Membership) (all pages);or</p> <p><input type="checkbox"/> (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and</p> <p><input type="checkbox"/> (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and</p> <p><input type="checkbox"/> (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p> <p>xxx</p>	<p>(Platinum Membership) (all pages).</p> <p>Technical Documents</p> <p>xxx</p>
<p>Sample Forms <i>Contract Agreement Form</i> Page 43</p>	<p>Please see "Annex A"</p>

Provisions in the bidding documents that are in conflict with this Bulletin are deemed revised/amended. For guidance and information of all concerned.

August 4, 2022.


ARMANDO A. PAN, JR.
Chairman, Bids and Awards Committee

CONTRACT AGREEMENT FORM No. 2022-__-__

(PROJECT TITLE)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this ___ day of ___, 2022 at ___, Metro Manila, Philippines by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency created by virtue of Commonwealth Act No. 83, with office address at _____, represented herein by its _____ Department, _____ duly authorized to sign contract under SEC Office Order No. 270, Series of 2019, a copy of which is hereto attached as annex "A", hereinafter referred to as the "SEC";

-AND-

_____ a domestic corporation duly registered and existing under the laws of the Philippines, with principal office address _____ herein represented by the Corporate Secretary, _____, duly authorized to sign this contract as indicated in the Authority of Signatory dated _____, a copy of which is hereto attached as Annex "B", hereinafter referred to as "_____";

WITNESSETH:

WHEREAS, the Securities and Exchange Commission, through its Bids and Awards Committee (BAC) posted the Invitation to Bid for the _____ - in the PhilGEPS and SEC website and in the SEC Bulletin Boards continuously for at least seven (7) days starting _____;

WHEREAS, the subject project is in compliance with DBM Circular No. 01 series 2016 instructing Government Agencies to conduct early procurement of projects included in _____;

WHEREAS, on _____, the following prospective bidders attended the scheduled Pre-Bid Conference namely: _____;

WHEREAS, on _____, a Bid Bulletin was issued to clarify, modify and amend items in the bidding documents;

WHEREAS, _____, _____ purchased Bidding Document respectively;

WHEREAS, during the deadline for submission on _____, _____ submitted their respective bids;

WHEREAS, on _____, scheduled bid opening, after the preliminary examination of bids, the BAC using the non-discretionary "pass/fail" criterion, determined the submission of _____ as "passed" for complying with all the eligibility and technical requirements of the project;

WHEREAS, the BAC proceeded with the opening of the financial envelope of both bidders as follows:

Bidders	Financial Bid
	P _____ inclusive of VAT
	P _____ inclusive of VAT

WHEREAS, the financial bid of both bidders were found to be responsive and within the within the Approved Budget for the Contract (ABC) of _____ Pesos (₱ _____);

WHEREAS, the BAC declared the bid of ____ as the Lowest Calculated Bid (LCB);

WHEREAS, on _____, the BAC notified ____ to submit its post-qualification document and conduct the Proof of Concept (POC) within a non-extendible period of five (5) calendar days;

WHEREAS, the TWG, in accordance with its mandate under Section 34, Rule X of RA9184 and its IRR, conducted a post-qualification and evaluation process;

WHEREAS, during the conduct of POC with the presence of the end-user, ____ passed with the POC requirement;

WHEREAS, based on the TWG Post Qualification and Evaluation Report submitted to the BAC on dated _____, ____ was determined to be compliant with the legal, technical and financial requirements of the project and issued a Certificate of Compliance of POC from the end-user, and was declared as the **Lowest Calculated and Responsive Bid**;

WHEREAS, in BAC Resolution No. ____ dated _____, the BAC recommended to the Chairperson the award of the contract to _____;

WHEREAS, the Chairperson approved the recommendation of the BAC and accordingly, issued the Notice of Award on _____;

WHEREAS, ____ submitted its Performance Security in the form of Surety Bond on _____ issued by _____ in the sum of _____ (Php _____);

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. The Service Contract shall be for a period _____ commencing on _____;
2. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of this Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:

Annex	Description of Documents	No. of Pages
C	SEC Bidding Document	
D	Bidder's Eligibility/Technical Documents	
E	Bidder's Financial Proposal	
F	Supplemental Bid Bulletin No. 1	
G	General Conditions of Contract	
H	Special Conditions of Contract	
I	Notice of Award	
J	Performance Security	

4. In consideration of the payments to be made by SEC, ____ hereby covenants with SEC to the _____ in conformity in all respects with the provisions of this Agreement.
5. The SEC hereby agrees to pay the ____ the amount _____ (Php _____) in consideration of its performance for the _____ under the provisions of this Agreement at the times and in the manner prescribed herein.

6. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the _____ shall be the sole venue and jurisdiction for the filing of such action.
7. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
8. In carrying out provisions of this Agreement, there shall be no personal liability on the officials and employees of the SEC, it being understood that in such matters they act as agents and representatives of the SEC. Any right of action by _____ against any official or employees of the SEC is waived.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

SECURITIES AND EXCHANGE COMMISSION

TIN: _____

TIN: _____

Signing for, and in Behalf of the Chairperson
By:

By:

TIN: _____

TIN: _____

SIGNED IN THE PRESENCE OF:

By:

By:

Witness

Witness

Certified Funds Available:
