



NATIONAL COMMISSION FOR CULTURE AND THE ARTS

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

NCCA-ITB No. PB2021-016

Government of the Republic of the Philippines

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Republic of the Philippines • Office of the President
NATIONAL COMMISSION FOR CULTURE AND THE ARTS

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for

Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



NATIONAL COMMISSION FOR CULTURE AND THE ARTS

**INVITATION TO BID FOR THE
PROCUREMENT OF SHUTTLE SERVICES
FOR THE NCCA (JANUARY TO JUNE 2022)
ITB NO.: PB 2021-016**

1. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)**, through the **CY 2021 National Endowment Fund for Culture and the Arts (NEFCA)** intends to apply the sum of **Five Million One Hundred Sixty-One Thousand and One Hundred Pesos (Php 5,161,100.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the project, **“SHUTTLE SERVICES FOR THE NCCA (JANUARY TO JUNE 2022) ITB NO.: PB 2021-016”**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** now invites bids for **“SHUTTLE SERVICES FOR THE NCCA (JANUARY TO JUNE 2022) ITB NO.: PB 2021-016”**. Delivery of the Goods/ Services shall be in accordance with the Delivery Schedule under Section VI. Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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.

4. Interested bidders may obtain further information from the **NCCA- Bids and Awards Committee (BAC) Secretariat** from Mondays-Thursdays, 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders beginning November 06, 2021 from the address below and upon payment of a fee in the amount of Five Thousand Pesos (Php 5,000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.


6. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** will hold a Pre-Bid Conference on November 16, 2021, 10:00AM via online meeting which shall be open

to prospective bidders. Interested bidder(s) may express their interest to participate on the Pre-Bid Conference by sending an email to bids@ncca.gov.ph.

7. Bids must be duly received by the BAC Secretariat at the address below on or before November 23, 2021, 9:00AM. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on November 23, 2021, 10:00 AM at the Board Room, 7th Floor, NCCA Building, 633 Gen. Luna St, Intramuros, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

JAMIE MICHAELA A. LAZO
BAC SECRETARY
Room 2-E, 2nd Floor, NCCA Building
633 General Luna Street
Intramuros, Manila
Telephone: 8527-2192 local 221
Fax: 527-5535
Email: bids@ncca.gov.ph
12. You may visit the following websites for downloading of Bidding Documents:
www.ncca.gov.ph

November 05, 2021



SUSAN C. DAYAO *ada*
OIC-Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** wishes to receive Bids for the Procurement for Shuttle Services for the NCCA for July -September 2021 with project identification Number PB 2021-11.

The Procurement Project (referred to herein as “Project”) is composed of one *lots*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1 The GOP through the source of funding as indicated below for CY 2021 in the amount of **Five Million One Hundred Sixty-One Thousand and One Hundred Pesos (Php 5,161,100.00)**

2.2 The source of funding is:

2.2.1 NGA, the National Expenditure Program.

3 Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 Revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4 Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5 Eligible Bidders

5.1 Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2 5.2.

5.2.1 Foreign ownership exceeding those allowed under the rules may participate pursuant to:

5.2.1.1 When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

5.2.1.2 Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

5.2.1.3 When the Goods sought to be procured are not available from local suppliers; or

5.2.1.4 When there is a need to prevent situations that defeat competition or restrain trade.

5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

5.3.1 For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4 The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6 Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7 Subcontracts

7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

7.1.1 Subcontracting is not allowed.

8 Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting } as indicated in paragraph 6 of the **IB**.

9 Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10 Documents comprising the Bid: Eligibility and Technical Components

10.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2 The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.

10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11 Documents comprising the Bid: Financial Component

- 11.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2 If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3 Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12 Bid Prices

- 12.1 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - 12.1.1 For Goods offered from within the Procuring Entity's country:
 - 12.1.1.1 The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - 12.1.1.2 The cost of all customs duties and sales and other taxes already paid or payable;
 - 12.1.1.3 The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - 12.1.1.4 The price of other (incidental) services, if any, listed in e.
 - 12.1.2 For Goods offered from abroad:
 - 12.1.2.1 Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - 12.1.2.2 The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13 Bid and Payment Currencies

- 13.1 For Goods that the Bidder will supply from outside the Philippines, the bid

prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2 Payment of the contract price shall be made in:

13.2.1 Philippine Pesos.

14 Bid Security

14.1 The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2 The Bid and bid security shall be valid for 120 days Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15 Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

Each bidder shall submit three (3) copies of the bid, one original and the two (2) which should be marked Copy One and copy Two

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16 Deadline for Submission of Bids

16.1 The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17 Opening and Preliminary Examination of Bids

17.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall

sign a register evidencing their attendance. In case videoconferencing,

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2 The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18 Domestic Preference

18.1 The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19 Detailed Evaluation and Comparison of Bids

19.1 The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2 If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4 The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5 Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20 Post-Qualification

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**.

21 Signing of the Contract

21.1 The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Shuttle Services b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 103,222.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 258,055.00 if bid security is in Surety Bond.
19.3	<i>1 Lot</i>
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

Section IV. General Conditions of Contract

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 Revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

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 <i>to Intramuros</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Executive Director Al Ryan S. Alejandre</p>
	No further instructions

	No Further instructions
	No further instructions
	No further instructions
2.2	No further instructions
4	The inspections and tests that will be conducted are: checking of quality/model/road worthiness of the vehicles to be provided by the bidder

Section VI. 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
1 Lot	Procurement for Shuttle services for the NCCA (January to June 2022)			January 01, 2022 to June 30, 2022 (Mon-Thu only except holidays, ≈101days), or until the proposed budget for six (6) months has been fully consumed

Section VI. Technical Specifications

Technical Specifications

Item Description	ABC
Procurement for Shuttle Services for NCCA for January-June 2022	Php 5,161,100.00 <i>*inclusive of all applicable taxes/charges</i>

Location of Delivery : NCCA Building, 633 General Luna Street, Intramuros, Manila
 Contract Period : January 01, 2022 to June 30, 2022 (Mon-Thu only except holidays, ≈101days), or until the proposed budget for six (6) months has been fully consumed.

INSTRUCTION: Bidders must state here either “**Comply**” or “**Not Comply**” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment/services offered. Statements of “Comply” or “Not Comply” **numbers with asterisks (*) shall be supported by evidence subject for post qualification verification.** Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., certifications, as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.

A statement either in the Bidders’ statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions **GCC Clause 2.1(a)(ii).**

REQUIREMENTS	Statement of Compliance Just state “Comply” or “Not Comply”	SPECIFIC REFERENCE In Bidder’s Bid Supporting Statement of Compliance (Instruction: Please indicate the specific document, tab label, and page number)
I. SERVICE REQUIREMENTS		
1. Must be able to provide safe and flexible shuttle service to transport NCCA employees from different parts of Metro Manila and adjacent provinces (Bulacan, Cavite, Laguna, Rizal, Pampanga) to NCCA Building, Intramuros, Manila or the Metropolitan Theater, Ermita, Manila and back;		
2. Driver/s must be professional at all times in dealing with the NCCA employees;		
3. Vehicles must be fully air-conditioned vans that can accommodate up to eight (8) passengers while observing		

<p>physical distancing (maximum of two passengers per row). All seats shall be forward-facing to avoid face-to-face contact among passengers. Vehicles shall have operable windows to let fresh air in/out the vehicle;</p> <p><i>Note: number of passengers per van maybe amended per new issuance of IATF/DOH.</i></p>		
<p>4. All information such as the contact numbers and addresses of the NCCA employees must be treated as confidential, even after the contract is completed;</p>		
<p>5. Rates must be “All-In” for objective comparison and evaluation of quotations. Include fuel, toll fees, parking fees and driver’s fees and overtimes as needed.</p> <p><i>Please bid showing the breakdown per vans multiplied per number of days;</i></p>		
<p>6. In case of any breakdown of the original assigned shuttle vehicle or any trouble along the way, SERVICE PROVIDER must provide a replacement shuttle vehicle within one (1) hour from receipt of notification which the pertinent driver must immediately relay to SERVICE PROVIDER. Accordingly, SERVICE PROVIDER must immediately inform CLIENT if it cannot provide the replacement shuttle vehicle, so the riding employees are informed accordingly. In these instances, SERVICE PROVIDER will not be paid for said trip for not being able to reach CLIENT’s main office premises at NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) or the drop off points as indicated in the Contract.</p> <p>Penalties for failure to provide replacement in case of breakdown:</p> <ol style="list-style-type: none"> 1. P5,000.00 per trip for the first offense per shuttle vehicle. 2. P7,000.00 per trip for the succeeding offenses for the same vehicle. 3. No payment for the pertinent trip if the shuttle vehicle didn’t reach CLIENT’s office premises in NCCA Building, Intramuros, Manila and/or its destination. 4. P2,000.00 per trip if the shuttle vehicle will not reach the NCCA on time or by 9:00 o’clock in the morning on Monday to Thursday office days; AND 5. Payment of 50% only if the replacement shuttle vehicle is not compliant to the above specifications. 		
<p>7. SERVICE PROVIDER must be familiar with the major and minor routes in the area of engagement within and outside Metro Manila;</p>		

<p>8. Only authorized NCCA employees & personnel shall be allowed to board the assigned vehicles to and from agreed destinations at all times. Violation shall be a ground for termination of contract;</p>		
<p>II. HEALTH REQUIREMENTS</p>		
<p>1. Drivers assigned to NCCA must be the same drivers for the duration of the contract to limit the exposure to different individuals. The company may opt to assign relievers in case of unavailability of the initial drivers assigned but have to follow the same requirements mentioned below;</p>		
<p>2. All drivers must have a health clearance from their company or barangay of their residence. Drivers must undergo RT-PCR for COVID-19 maximum of 3days prior to the commencement of the Contract/Job Order with favorable results. <i>Submit copies of result at least a day prior to the commencement of the Contract/Job Order;</i></p>		
<p>3. Drivers must be either fully vaccinated or have negative antigen tests for each start of the month to ensure health of assigned drivers;</p>		
<p>4. In case, during the implementation of the contract, a driver become a probable/suspected individual for COVID-19 virus (such as exposed to a positive case or having symptoms related to COVID-19), he/she must be tested with RT-PCR, shouldered by the CONTRACTOR and must be replaced with another driver immediately. He/she can return only with a negative result of RT-PCR AND 14days after the exposure/clearing of symptoms. If the said driver was confirmed positive case, all drivers assigned to the NCCA shall likewise be treated as suspected cases and need to be tested immediately. All drivers shall therefore be temporarily replaced.</p> <p>If a passenger (NCCA employee) become a confirmed/probable/suspected individual for COVID-19 virus (including exposed to a positive case or having symptoms related to COVID-19) and the assigned driver was exposed, the said driver must be replaced with another driver immediately. He/she can return only with a negative result of RT-PCR AND 14days after the exposure/clearing of symptoms, if the said employee was confirmed positive, OR return without additional requirement 14 days after exposure, if the said employee was confirmed negative. RT-PCR (one-time per driver per case) can be reimbursed from the NCCA, separately billed from this contract.</p>		
<p>5. Drivers are expected to observe and implement minimum health standards such as wearing face masks and face shield and social distancing during the implementation of the</p>		

services and whenever they inside and around the NCCA premises;		
6. The driver must be separated from the passengers with a divider (acrylic, acetate or plastic cover);		
7. All vehicles must be regularly sanitized before and after each trip;		
III. OTHER IMPORTANT DOCUMENTS		
1. Drivers must have valid drivers' licenses and vehicle documents are updated. <i>Submit a list of drivers with copies of licenses and vehicles registration as per LTFRB ruling for evaluation*</i> ;		
2. Must be responsible in securing necessary permits/ documents to be presented on checkpoints. The NCCA expects bidder to be compliant with regulations set by the government (Dept. of Transportation, LTO, LTFRB, MMDA, DOH, IATF etc.). The NCCA shall not be liable in cases such vehicles are impounded, etc.		
IV. TERMS OF PAYMENT		
1. Subject to Government Terms; Processing of payments will start upon receipt of required documents such as but not limited to: service reports, actual trip tickets, billing invoices, statement of accounts;		
2. Submit billing <u>per month</u> based on actual number of vans utilized;		
3. Must be willing to provide services on a send bill arrangement and subject to applicable withholding tax;		
4. Billing must be based on <u>actual expenses</u> . <u>In cases of holidays and other reasons which may result in work suspensions/reductions, no charges shall be made to the NCCA;</u>		
5. The service provider shall advance from its own funds the payment for the drivers, fuel, parking and the toll fees, as applicable.		
V. DURATION OF SERVICE AGREEMENT		
1. In considerations of possible on-site work suspensions/reductions, the service agreement may be extended beyond June 30, 2022 to fully utilized the number of units stated in the service agreement.		
VI. BUSINESS REQUIREMENTS		
1. Company or Business Profile including list of manpower and equipment; The Company must be in the business for at least 2 YEARS;*		

<p>2. List of drivers with copies of licenses and vehicles for evaluation*;</p>		
<p>3.Refer to Instruction to Bidders for other documentary requirements;</p>		
<p>VII. ITINERARY INCLUSIONS:</p> <p>1. Fully air-conditioned vans that can accommodate up to eight (8) passengers while observing physical distancing per day (maximum of two passengers per row). All seats shall be forward-facing to avoid face-to-face contact among passengers.</p> <p><i>Note: number of passengers per van maybe amended per new issuance of IATF/DOH.</i></p> <p>Quantity: Please bid for seven (7) units of vans with drivers per day</p> <p><u>Note: <i>The NCCA may add vehicles as necessary (the amount of which must be the same with the amount of Van6 or 7). The bidder must therefore be ready to supply such additional requests. The NCCA may also reduce the number of vehicles per day depending on actual needs of the Commission. Billing and payments shall therefore be based on actual utilization.</i></u></p> <p>2. Schedule of transport service: January 01, 2022 to June 30, 2022, Mondays to Thursdays only, except Holidays (101days);</p> <p>3. In the morning, target time-in the NCCA is 09:00AM (time of arrival in the NCCA), while afternoon transportation will start at 04:00PM (time of departure from the NCCA). <i>Drivers are expected to contact all their passengers before the day of the travel to finalize time and place of pick-up. Communication expenses shall be included in the quoted bid;</i></p> <p>4. Trip tickets must be properly accomplished, especially the time logs (pick-up time of the first passenger and the end of trip should be based on the drop off time of the last passenger). ONLY the first and last passenger must log in with a signature. Usual trip, if the farthest points are considered, may take up to 15hours from first pick-up to last drop-off. However, prices are fixed and will not consider overtimes;</p>		

<p>5. The NCCA may request for special trips between 09:00AM and 04:00PM to transport its employees on official business in and around Metro Manila or its immediate vicinity. <u>This is included in the services stated above. Drivers and vehicles must therefore be available during this time;</u></p> <p>6. The vans and drivers must stay within the NCCA vicinity whenever there is no special trip assigned. However, please note that the NCCA has no parking space and that the contractor must locate an applicable parking space during their stay. Likewise, drivers are reminded to follow strict health and safety protocols in and around the NCCA;</p> <p>7. Tentative routes or areas (other areas within the vicinity of the listed areas may be added as need arises):</p> <p style="padding-left: 40px;">Van 1- North: Pampanga (Apalit, San Simon, San Luis only), Bulacan, CAMANAVA, Manila</p> <p style="padding-left: 40px;">Van 2- Northeast: eastern part of Bulacan (like San Jose del Monte), northern part of Rizal (like San Mateo and Rodriguez), Caloocan, Quezon City, Manila</p> <p style="padding-left: 40px;">Van 3- East: Rizal, Marikina, Quezon City, Pasig, San Juan, Mandaluyong, Manila</p> <p style="padding-left: 40px;">Van 4- Southeast: Laguna, eastern parts Cavite (like Silang), Muntinlupa, Las Pinas, Paranaque, Taguig, Pasay, Makati, Manila</p> <p style="padding-left: 40px;">Van 5- South: Cavite, Las Pinas, Paranaque, Pasay, Makati, Manila</p> <p style="padding-left: 40px;">Van 6 and 7- any (or a combination) of the above routes</p> <p>*Additional vans should be of the same amount as Van6 and 7.</p> <p><i>Details of trips (Name of passenger, contact numbers and address/pick-up point) will be provided by the NCCA prior to commencement of the Job Order. There are expected adjustments with the list of passengers per day which will be coordinated as the need arises</i></p>		
<p>RESERVATION CLAUSE</p> <p>CLIENT reserves the right to rescind, terminate or abrogate the Contract with SERVICE PROVIDER in any of, but not limited to the following instances:</p> <p style="padding-left: 40px;">a) Negligence on the part of SERVICE PROVIDER resulting to material and financial losses to the government.</p>		

<p>b) Submission of falsified or forged license as well as other falsified documents and reports.</p> <p>c) Engagement by SERVICE PROVIDER or any of its drivers assigned to CLIENT in activities that are dangerous to public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at CLIENT’s premises and related activities.</p> <p>d) Report or display of discourtesy and rudeness by any of its drivers; and</p> <p>e) Breach of obligation and the terms and conditions under this Contract.</p> <p>SERVICE PROVIDER is aware that CLIENT is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of Private Corporation. SERVICE PROVIDER, nevertheless, agrees that whenever such legal requirements and procedures apply to the Contract and affect its validity, effectivity or implementation, the Contract shall be considered amended accordingly so as to enable CLIENT to comply with such requirements. For its part, CLIENT undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.</p>		
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Prepared by:

Noted by:

Engr. Christian E. Saguion
Building Administrator

Susan C. Dayao
Chief Administrative Officer

**ACKNOWLEDGMENT AND COMPLIANCE
WITH THE BID DOCUMENTS FOR SHUTTLE SERVICES**

<p><i>Conforme:</i></p> <p>_____</p> <p>Name of Company (in print)</p> <p>_____</p> <p>Name and Signature of Company Authorized Representative</p> <p>Date _____</p>
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Signed by:

Authorized Representative

Authorized Representative

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- (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
- (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
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) 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

- (l) 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.
- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

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

(m) *[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.

