

**PHILIPPINE
CONSULATE GENERAL
IN HONG KONG**

BIDS AND AWARDS COMMITTEE

NAME OF PROJECT:

**PROCUREMENT OF ONE (1) UNIT OF
PASSENGER VAN FOR THE OFFICIAL USE
OF THE PHILIPPINE CONSULATE
GENERAL IN HONG KONG**

**APPROVED BUDGET FOR THE CONTRACT:
SIX HUNDRED NINETY-SEVEN THOUSAND EIGHT
HUNDRED SEVENTY-THREE AND 48/100 HONG KONG
DOLLARS**

(HK\$ 697,873.48)

OR

(US\$89,349.54)

OR

(PHP 5,000,000.00)

PB-HKPCG-03-2024

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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.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

PHILIPPINE CONSULATE GENERAL

INVITATION TO BID

FOR THE PROCUREMENT OF ONE (1) UNIT OF PASSENGER VAN FOR THE OFFICIAL USE OF THE PHILIPPINE CONSULATE GENERAL IN HONG KONG

1. The Philippine Consulate General in Hong Kong (Hong Kong PCG), through the authorized appropriations under the General Appropriations Act for FY 2024, intends to apply the sum of **Six Hundred Ninety-Seven Thousand Eight Hundred Seventy-Three and 48/100 Hong Kong Dollars (HK\$697,873.48)** only, being the Approved Budget for the Contract (ABC), as payment under the contract for the procurement of one (1) passenger van for the official use of the Hong Kong PCG. Quotations received in excess of the ABC shall be automatically rejected.
2. The Hong Kong PCG now invites bids for the procurement of one (1) passenger van, described as follows:

Lot No.	Project Specification	Approved Budget for the Contract (HK\$)	Non-refundable Bid Fees (HK\$)
1	Procurement of one (1) Passenger Van for the official use of the Philippine Consulate General in Hong Kong (Electric vehicle with automatic transmission)	HK\$ 697,873.48	Not applicable

Delivery of the Goods is required to be **not later than 31 December 2024**. Bidders should have completed, within the past two (2) years from the date of submission and receipt of bids, a contract similar to the Project.

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 No. 9184 (R.A. 9184), otherwise known as the Government Procurement Reform Act, in relation to the provisions of the Government Policy Procurement Board (GPPB) Resolution No. 28-2017.

Bidding is open to all interested bidders in Hong Kong, subject to the conditions for eligibility provided in the 2016 Revised IRR of R.A. 9184, in relation to the provisions of GPPB Resolution No. 28-2017.

4. Interested bidders may obtain further information from Hong Kong PCG and inspect the Bidding Documents at the address given below from 9:00 am to 4:00 pm during business days.

5. A complete set of Bidding Documents may be acquired by interested Bidders from **25 August 2024 to 15 September 2024** at the Philippine Consulate General – Bids and Awards Committee (BAC) Secretariat. It may also be downloaded free of charge from Hong Kong PCG website.
6. The Hong Kong PCG - BAC has scheduled the following activities for the said Project:

Pre-Bid Conference	Deadline for Submission and Receipts of Bids	Bid Opening
02 September 2024, Monday 2:00 pm	16 September 2024, Monday 12:00 noon	16 September 2024, Monday 2:00 pm
Venue: Philippine Consulate General Conference Room		

Due to the detailed and strict adherence to rules governing the conduct of bidding, interested bidders are enjoined to attend the foregoing Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat at the address below on or before **16 September 2024, Monday, 12:00 noon**. Late bids shall not be accepted.
8. Bid opening shall be on **16 September 2024, Monday, 2:00 PM** at the Philippine Consulate General Conference Room, located at the 14th Floor, United Centre, 95 Queensway, Admiralty Hong Kong. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address stated.
9. Hong Kong PCG 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 R.A. 9184 and its Revised IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

Hong Kong PCG - BAC Secretariat
 Philippine Consulate General, Hong Kong
 14th Floor, United Centre
 95 Queensway, Admiralty
 Tel. No. 2823-8500; Fax no. 2866-9885
 Email address: hongkong.pcg@dfa.gov.ph

MARIA SHEILA MONEDERO-ARNESTO
 BAC Chairperson

25 August 2024

Technical Specifications

Procurement of One (1) Unit of Passenger Van for the
Official Use of the Philippine Consulate General in Hong Kong

Item	Specification	Statement of Compliance
1	<p>Approved Budget for the Contract (ABC)</p> <p>Six Hundred Ninety Seven Thousand Eight Hundred Seventy-Three and 48/100 Hong Kong Dollars Only (HK\$ 697,873.48)</p>	
2	<p>Particulars</p> <p>One (1) unit of electric passenger van with automatic transmission</p>	
3	<p>Scope of Required Services</p> <ul style="list-style-type: none"> a. Supply and deliver one (1) electric passenger van for the Philippine Consulate General in Hong Kong. b. Said vehicle must be delivered to the Philippine Consulate General at its address at the United Centre, 95 Queensway, Admiralty, Hong Kong. c. The supplier must include and complete the registration of the passenger van within one (1) year from the issuance of the Notice to Proceed. d. Total price quotation for this procurement must be inclusive of all applicable fees and taxes. e. After sales maintenance: <ul style="list-style-type: none"> - Warranty of 24 months or 200,000 kms, whichever comes sooner - Battery life of atleast 8 years or 160,000 kms, whichever comes sooner - Subject to Manufacturer's Warranty and Terms and Conditions f. Delivery of the vehicle is required to be not later than 31 December 2024. g. The supplier must arrange for the insurance of the vehicle under the following minimum terms and conditions: <ul style="list-style-type: none"> - Covers Third Party Liability - Covers Loss or Damage to Vehicle - Covers Unlimited Windscreen Replacement - Covers Personal Accident Insurance up to 4 Insured Named Drivers - Includes the Replacement of the Vehicle with a New Vehicle, in case of loss within 	

	six (6) months from Vehicle Registration	
4	<p>Specifications</p> <p>General Description and Motor Requirements</p> <ul style="list-style-type: none"> • Brand 2023 model or 2024 model, passenger van with an electric motor rated at least 204 HP with a battery capacity of at least 100KWh <p>Charging</p> <ul style="list-style-type: none"> • Must be capable of both AC and DC charging • Using DC Charging, must be able to charge up to 80% of its full capacity within 45 minutes using a 110KW power source; or, if using a 50 KW power source, must be able to quick charge up to 80% of its full capacity within 80 minutes • Using AC Charging, must be able to charge up to 100% of its full capacity within 10 hours using a 11KW power source • Provision and installation of suitable Electronic Vehicle (EV) charging station <p>Comfort</p> <ul style="list-style-type: none"> • Ample leg room, especially for second row passengers • Adequate head room, especially during ingress and egress of passengers • Power-assisted steering • Power windows • Automatic climate control system • Semi-automatic rear air conditioning • Lumbar support for driver and front passenger seat <p>Multimedia</p> <ul style="list-style-type: none"> • Multi-speaker audio system • Touch-screen color multi-display multimedia system • Information display • Smart phone integration • Bluetooth hands-free operation <p>Exterior</p> <ul style="list-style-type: none"> • Roof railing with at least 100 kg load capacity and height capacity of at least 48 mm • Exterior paint, with body color bumpers and mirrors • 4-wheel disc brakes • LED front and rear lights 	

	<ul style="list-style-type: none"> • Power-assisted door mirrors with turn signal • Power-assisted sliding side doors • Power-assisted tailgate/back door <p>Interior</p> <ul style="list-style-type: none"> • Three-seater front passenger seat • Lockable glove compartment • Illuminated exits • Vinyl seat cover • Interior carpeting <p>Safety</p> <ul style="list-style-type: none"> • Built-in reversing camera • Built-in parking assist package • Built-in LED obstacle warning • Built-in driver assistance system • Built-in lane keeping assist • Built-in active distance assist • Built-in blind spot assist • Built-in active brake assist • Built-in headlamp assist • Built-in attention assist • Driver and passenger airbags • Thorax-pelvis side bag for the driver • Windowbag for the driver <p>Vehicle Protection</p> <ul style="list-style-type: none"> • Power locks with remote control 	
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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 offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. 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., 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 of 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 of ITB Clause 3.1 (a)(ii) and/or GCC Clause 2.1(a)(ii).

25 August 2024

For the car:

<https://www.gppb.gov.ph/downloadables/PBDs.html>

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Consulate General* wishes to receive Bids for the *Procurement of One (1) Unit of Passenger Van for the Official Use of the Philippine Consulate General in Hong Kong*, with identification number *PB-HKPCG-03-2024*.

The Procurement Project (referred to herein as “Project”) is composed of **4 items**, 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 **2024** in the amount of *Six Hundred Ninety Seven Thousand Eight Hundred Seventy-Three and 48/100 Hong Kong Dollars (HK\$697,873.48) / Eighty Nine Thousand Three Hundred Forty-Nine and 54/100 US Dollars (US\$89,349.54)/ Five Million Pesos (PHP 5,000,000.00)*

2.2. The source of funding is *Regular 2024 Current Appropriations of the 2024 General Appropriation Act – Congress Induced (I)*.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of Republic Act (RA) No. 9184 otherwise known as the Government Procurement Act of the Philippines and its 2016 revised Implementing Rules and Regulations (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 Invitation to Bid (**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

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

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: *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 and at its physical address 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 VII (Checklist of Technical and Financial Documents)**.

10.2. 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. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Bid prices shall include all applicable fees and taxes before the application of Diplomatic and/or Consular tax privileges.

13. Bid and Payment Currencies

- 13.1. Payment of the contract price shall be made in *Hong Kong Dollars*.

14. Bid Security

- 14.1. The Bidder shall submit to the BAC a Certification that the posting of a Bid Security is not part of the prevailing business practice in Hong Kong

15. Sealing and Marking of Bids

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

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.

The Bid for this Project shall be in hard copy.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 6 of the **ITB**.

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 6 of the **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance

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. Detailed Evaluation and Comparison of Bids

- 18.1. 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.

- 18.2. This Project does not allow partial bid.

19. Signing of the Contract

- 19.1. 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

ITB Clause	
7.1	<u>The Procuring Entity has prescribed that: <i>Subcontracting is not allowed.</i></u>
12.1	Bid prices shall include all applicable fees and taxes before the application of Diplomatic/or consular tax privileges.
14.1	The Bidder shall submit to the BAC a Certification that the posting of a Bid Security is not part of prevailing business practice in Hong Kong.
	<i>Procurement of One (1) Unit of Passenger Van for the Official Use of the Philippine Consulate General in Hong Kong with an approved budget of Six Hundred Ninety Seven Thousand Eight Hundred Seventy-Three and 48/100 Hong Kong Dollars (\$697,873.48).</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 BAC with a Certification that posting of a Performance Security is not part of the prevailing business practice in Hong Kong.

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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5.1. 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.

5.1.5.2. 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

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 the Contract are DDP delivered to <i>Philippine Consulate General in Hong Kong (Hong Kong PCG)</i>. In accordance with INCOTERMS.”</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 <i>Ms. Ma. Angelika Katrina P. Linga, Hong Kong PCG Property Officer</i>.</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> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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>

	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>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</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the of destination 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.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. Risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

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
<i>1</i>	<i>One (1) brand new passenger van (electric vehicle with automatic transmission)</i>	<i>1</i>	<i>1</i>	<i>31 December 2024</i>
<i>2</i>	<i>Full complete vehicle registration</i>	<i>1</i>	<i>1</i>	
<i>3</i>	<i>One year motor vehicle insurance</i>	<i>1</i>	<i>1</i>	

Section VII. Technical Specifications

Technical Specifications

Procurement of One (1) Unit of Passenger Van for the
Official Use of the Philippine Consulate General in Hong Kong

Item	Specification	Statement of Compliance
1	<p>Approved Budget for the Contract (ABC)</p> <p>Six Hundred Ninety Seven Thousand Eight Hundred Seventy-Three and 48/100 Hong Kong Dollars Only (HK\$ 697,873.48)</p>	
2	<p>Particulars</p> <p>One (1) unit of electric passenger van with automatic transmission</p>	
3	<p>Scope of Required Services</p> <ul style="list-style-type: none"> h. Supply and deliver one (1) electric passenger van for the Philippine Consulate General in Hong Kong. i. Said vehicle must be delivered to the Philippine Consulate General at its address at the United Centre, 95 Queensway, Admiralty, Hong Kong. j. The supplier must include and complete the registration of the passenger van within one (1) year from the issuance of the Notice to Proceed. k. Total price quotation for this procurement must be inclusive of all applicable fees and taxes. l. After sales maintenance: <ul style="list-style-type: none"> - Warranty of 24 months or 200,000 kms, whichever comes sooner - Battery life of atleast 8 years or 160,000 kms, whichever comes sooner - Subject to Manufacturer’s Warranty and Terms and Conditions m. Delivery of the vehicle is required to be not later than 31 December 2024. n. The supplier must arrange for the insurance of the vehicle under the following minimum terms and conditions: <ul style="list-style-type: none"> - Covers Third Party Liability - Covers Loss or Damage to Vehicle - Covers Unlimited Windscreen Replacement - Covers Personal Accident Insurance up to 	

	<p>4 Insured Named Drivers</p> <ul style="list-style-type: none"> - Includes the Replacement of the Vehicle with a New Vehicle, in case of loss within six (6) months from Vehicle Registration 	
4	<p>Specifications</p> <p>General Description and Motor Requirements</p> <ul style="list-style-type: none"> • Brand 2023 model or 2024 model, passenger van with an electric motor rated at least 204 HP with a battery capacity of at least 100KWh <p>Charging</p> <ul style="list-style-type: none"> • Must be capable of both AC and DC charging • Using DC Charging, must be able to charge up to 80% of its full capacity within 45 minutes using a 110KW power source; or, if using a 50 KW power source, must be able to quick charge up to 80% of its full capacity within 80 minutes • Using AC Charging, must be able to charge up to 100% of its full capacity within 10 hours using a 11KW power source • Provision and installation of suitable Electronic Vehicle (EV) charging station <p>Comfort</p> <ul style="list-style-type: none"> • Ample leg room, especially for second row passengers • Adequate head room, especially during ingress and egress of passengers • Power-assisted steering • Power windows • Automatic climate control system • Semi-automatic rear air conditioning • Lumbar support for driver and front passenger seat <p>Multimedia</p> <ul style="list-style-type: none"> • Multi-speaker audio system • Touch-screen color multi-display multimedia system • Information display • Smart phone integration • Bluetooth hands-free operation <p>Exterior</p> <ul style="list-style-type: none"> • Roof railing with at least 100 kg load capacity and height capacity of at least 48 mm • Exterior paint, with body color bumpers and 	

	<p>mirrors</p> <ul style="list-style-type: none"> • 4-wheel disc brakes • LED front and rear lights • Power-assisted door mirrors with turn signal • Power-assisted sliding side doors • Power-assisted tailgate/back door <p>Interior</p> <ul style="list-style-type: none"> • Three-seater front passenger seat • Lockable glove compartment • Illuminated exits • Vinyl seat cover • Interior carpeting <p>Safety</p> <ul style="list-style-type: none"> • Built-in reversing camera • Built-in parking assist package • Built-in LED obstacle warning • Built-in driver assistance system • Built-in lane keeping assist • Built-in active distance assist • Built-in blind spot assist • Built-in active brake assist • Built-in headlamp assist • Built-in attention assist • Driver and passenger airbags • Thorax-pelvis side bag for the driver • Windowbag for the driver <p>Vehicle Protection</p> <ul style="list-style-type: none"> • Power locks with remote control 	
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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 offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. 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., 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 of 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 of ITB Clause 3.1 (a)(ii) and/or GCC Clause 2.1(a)(ii).

25 August 2024

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE 1

- a) Current and valid Company Certificate of Registration / License
- b) Original copy of Omnibus Sworn Statement
 - Attestation of Authority of Representative
 - Attestation on Prevailing Business Practice in Hong Kong on:
 - i. Bid Security
 - ii. Statement of all ongoing government contracts with the Philippine government and private contracts with private companies within the last 12 months
 - iii. Single Largest Completed Contract (SLCC) with Certificate of Final Acceptance / Completion of the Project from the bidder's client
 - iv. Audited Financial Statement
 - v. Net Financial Contracting Capacity (NFCC)
 - Attestation that the Company is not "Blacklisted" by the Philippine Government
 - Attestation that the Company is Legally, Technically and Financially Capable of Providing the Goods and Services
 - Attestation of No Relationship with Head of Procuring Entity (HOPE) and Bids and Awards Committee (BAC)
 - Attestation on Compliance with Hong Kong Labor Laws
 - Attestation on Responsibilities of Bidders
 - Attestation that the Company has completed, within the past two (2) years from the date of submission and receipt of bids, a contract similar to Project
- c) Statement of Compliance with Technical Specifications

II. FINANCIAL COMPONENT ENVELOPE 2

- a) Bid Form
- b) Price Schedule or Breakdown of Bidder's Financial Bid

