



## TERMS OF REFERENCE

### I. RATIONALE

It is the government’s thrust to provide safety and ease of travel of officials and personnel as well as the quick transport of equipment, supplies, products and materials necessary for the government offices’ daily operations. In line with this thrust, the Kalinga State University (KSU) deemed it necessary to acquire additional vehicle to support its operations.

### II. SCOPE OF WORK

Provision and delivery of one (1) unit brand new Coaster Vehicle described as enclosed vehicle with the following descriptions:

PARTICULARS	DESCRIPTION
Purpose	For mass transport of personnel/visitors for activities related to education, tourism, trade and investment promotions, banking and finance, foreign affairs, and other official functions.
Engine Displacement	not exceeding 4,500 cc for diesel
Seating Capacity	Minimum of 30-seater including the driver
Type	Mini-Bus/Coaster
Engine	4.2 liter, preferably Diesel; 6 cylinder in-line
Power	135hp/400 rpm
Torque	29.0 kg – m/2000 rpm or higher
Exterior Features	<ul style="list-style-type: none"> <li>✓ 700R16 – 12PR</li> <li>✓ Green tinted laminated windshield glass</li> </ul>
Interior and Convenience Features	<ul style="list-style-type: none"> <li>✓ Audio system – AM/FM radio with cassette player and 4 speakers</li> <li>✓ Air conditioner</li> <li>✓ Front and rear heater</li> <li>✓ Power steering</li> <li>✓ Auto Folding Centre Door with Buzzer</li> <li>✓ High Roof</li> <li>✓ Reclining passengers’ seats</li> </ul>
Safety Features	<ul style="list-style-type: none"> <li>✓ High mount stop lamp</li> <li>✓ Fire extinguisher</li> <li>✓ Front seat belts</li> <li>✓ if available, equipped with standard safety equipment, i.e. early warning device, Tire Pressure Monitoring System, GPS navigation, reverse warning buzzer</li> </ul>
Dimensions	<ul style="list-style-type: none"> <li>✓ Length: 6990 mm</li> <li>✓ Width: 2035 mm</li> <li>✓ Height: 2600 mm</li> <li>✓ Weight: 3405 kg</li> </ul>
Transmission type	5-Speed Manual Transmission
Free items	<ul style="list-style-type: none"> <li>✓ Basic tool kit with complete set of tools, i.e. hydraulic jack</li> <li>✓ new spare tire</li> <li>✓ Carpet/floor matting</li> <li>✓ Seat Cover</li> <li>✓ Tint</li> </ul>



PARTICULARS	DESCRIPTION
Miscellaneous	<ul style="list-style-type: none"> <li>✓ rear under view mirror</li> <li>✓ rear wiper and washer</li> <li>✓ customized wrap design of KSU logo</li> </ul>
Price inclusive	<ul style="list-style-type: none"> <li>✓ Value Added tax</li> <li>✓ 3-year LTO registration</li> </ul>
Delivery period	Maximum of 3 months upon receipt of Purchase Order
Warranty	3 years warranty on parts, services and maintenance
Other requirement	<ul style="list-style-type: none"> <li>✓ The Unit must be at least three (3) years in the Philippine Market</li> <li>✓ The Company must be at least 6 (6) years of operation.</li> <li>✓ Availability of spare parts all over Luzon</li> </ul>

### III. CONDITIONS AND INSTRUCTIONS TO SUPPLIERS/BIDDERS:

1. Please indicate the following information in your bid:
  - a) **Business Name, Address, Contact Numbers;**
  - b) **Supplier's offer (technical specifications/brand) per item;**
  - c) **Unit & total price;**
  - d) **Name of bidder's authorized representative; and**
  - e) **Signature & date.**
2. Bids/quotations may be submitted thru email or directly to the BAC Secretariat Office **on or before** the deadline of submission of bids.
3. Suppliers are required to submit, during the submission of offers, the following documentary requirements:
  - a) Updated PhilGEPS Registration Certificate (Platinum Membership)
  - b) Proof of authorization as franchise dealer of the vehicle being sold.
  - c) Duly signed statement of the prospective bidder (**OMNIBUS SWORN STATEMENT**).
  - d) Duly conformed Delivery Schedule under Section VI. Schedule of Requirements (refer to Philippine Bidding Documents on Goods).
  - e) Duly conformed Technical Specifications based on Section VII (refer to Philippine Bidding Documents on Goods).
4. Bids of non-PhilGEPS registered suppliers shall **not** be evaluated. "Suppliers are **MANDATED** to register with PhilGEPS and provide a PhilGEPS Registration number as a condition for award of the contract.
5. **Performance Security and Warranty Security** are required for those eligible and post qualified bidder(s) in accordance with Section IV(M) of the Annex "H" of the IRR of RA 9184.
6. Bids should be valid for **31 days** counted from the deadline of submission.
7. The total price quoted above is subject to withholding tax and payable check.
8. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the supplier or his/her duly authorized representative/s.
9. Award of Contract/ Purchase Order shall be made to the lowest quotation, which complies with the minimum description as stated above and other terms and conditions stated in this RFQ.
10. The KSU reserves the right to accept or reject any or all quotations and to impose additional terms and conditions, as it may deem proper.
11. **Price Quotation Form** to be used by prospective bidders to fill in their quotations is attached as Annex "A".
12. **Omnibus Sworn Statement or Affidavit** of the Bidder/Supplier as one of the Class A Eligibility Documents is attached as Annex "B".



#### IV. **APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract (ABC) is **Four Million Philippine Pesos (PhP 4,000,000.00)**, inclusive of Insurance, LTO Registration and government taxes and charges.

#### V. **QUALIFICATION OF THE SUPPLIER**

In order to qualify to participate, the supplier must:

1. Be an authorized franchise dealer of the vehicle being sold. Proof of such authorization shall be submitted to KSU as part of eligibility-required document.
2. Have at least three (3) completed government or private contracts in the last five (5) years.
3. Dealer must have service centers in nearby areas (Cagayan, Isabela, Baguio City).
4. The Dealer must be at least ten (10) years in the business as authorized dealer of brand new vehicles.

#### VI. **RESPONSIBILITY OF THE SUPPLIER**

1. Delivery of the vehicle shall be made within thirty (30) calendar days from receipt of the Purchase Order.
2. When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the KSU liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed vehicle (goods) scheduled for delivery for every day of delay until the vehicle (such goods) are finally delivered and accepted by KSU. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to KSU.

In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the KSU shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

3. The supplier shall secure comprehensive insurance coverage/Certificate of Cover with the GSIS within 10 days upon receipt from KSU of the full payment; and
4. The supplier shall facilitate the payment of registration of the purchased vehicle with the Land Transportation Office (LTO) in the name of KSU. He shall ensure the extension of validity of conduction sticker in case of delay in the release of LTO registration documents/plate to enable KSU to use the vehicle (ensure security plate).
5. The Supplier is required to provide all of the following services:
  - 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.



**VII. RESPONSIBILITY OF KSU**

1. The KSU shall require the bidder to submit their bid in a sealed envelope together with a Bid Security in an amount equal to a percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Bid Securing Declaration	No percentage required

Failure to submit the required Bid Security shall cause the disqualification of the bidder;

2. The KSU shall conduct post-qualification of the bidder who submitted the LCB in order to determine whether the bidder concerned complies with the requirements of KSU;
3. The KSU shall issue the Notice of Award and the Notice to Proceed/Purchase Order;
4. The KSU shall return the Bid Security to the winning bidder upon the Supplier's issuance of Official Receipt of full payment made by KSU.

**VIII. TERMS OF PAYMENT**

The KSU shall pay the winning bidder in full the amount of contract upon delivery of the vehicle and submission of the Inspection and Acceptance Report issued by KSU, and subject to government accounting and auditing regulations plus tax withheld at source.

Prepared and submitted by:

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Approved:  
  
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