## **PHILIPPINE BIDDING DOCUMENTS**

### Procurement of GOODS

LOT	BID NO.	P.R.	PHILGEPS	R.O.	DESCRIPTION	ABC	RATE
1	B20210380	21052674		PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR DESILTATION OF MACTAN RIVER ALONG MAGSAYSAY AND ANIBONGAN SECTION, CARMEN	697,970.00	1,000.00
2	B20210381	21052733		PGO	PROCUREMENT OF FUEL AND LUBRICANTS FOR DAVNOR KAAGAPAY PROGRAM 2021 (4 <sup>TH</sup> QTR.)	300,000.00	500.00
3	B20210382	21052632		PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR IMPV'T. OF ASUNCION – MONTE CARLO – DEL PILAR PROV'L. ROAD (POL)	1,689,241.00	5,000.00
4	B20210383	21042425		PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR CONST. OF CANAL LINING ALONG PRK. 2, POBLACION, NEW CORELLA (POL)	310,000.00	500.00
5	B20210384	21063286		PEEDO – ADMIN	PROCUREMENT OF DRUGS AND MEDS FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	9,362,359.26	10,000.00
6	B20210385	21063306		PEEDO – ADMIN	PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	3,578,108.48	5,000.00
7	B20210386	21063311		PEEDO – ADMIN	PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	2,297,456.00	5,000.00
8	B20210387	21063023		PEO	PROCUREMENT OF HARDWARE MATERIALS FOR VARIOUS CONST. OF BAHAY PAG-ASA, NEW CORELLA, DAVAO DEL NORTE	477,497.00	500.00
9	B20210388	21063130		PEO	PROCUREMENT OF PORTLAND CEMENT FOR REHABILITATION OF CANATAN BRIDGE, ASUNCION, DDN	379,848.00	500.00
10	B20210389	21063133		PEO	PROCUREMENT OF JOB ORDER: SUPPLY AND INSTALLATION OF STEEL SHEET PILES (534 LN.M)	2,405,872.00	5,000.00
11	B20210390	21063222		PEO – POOL	PROCUREMENT OF JOB ORDER: ENGINE OVERHAUL FOR 63-F16-5P KOMATSU EXCAVATOR	850,000.00	1,000.00
12	B20210391	21073664		PGO	PROCUREMENT OF BRAND-NEW MOTORCYCLES W/ COMPLETE ACCESSORIES FOR OFFICIAL USE OF PGO	24,997,000.00	25,000.0

### Provincial Government of Davao del Norte

Sixth Edition July 2020

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### Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.



## PROVINCIAL BIDS AND AWARDS COMMITTEE

### INVITATION TO BID FOR PROCUREMENT OF GOODS

1. The Provincial Government of Davao del Norte, through the following Source of Funds;

B20210380	20% Development Fund CY 2021
B20210381	General Fund CY 2021
B20210382	20% Development Fund CY 2021
B20210383	20% Development Fund CY 2021
B20210384	General Fund CY 2021
B20210385	General Fund CY 2021
B20210386	General Fund CY 2021
B20210387	20% Development Fund CY 2021
B20210388	5% Calamity Fund CY 2021
B20210389	5% Calamity Fund CY 2021
B20210390	20% Development Fund CY 2021
B20210391	Supplemental Sudget No. 1 cy 2021

intends to apply the sum of the corresponding Approved Budget for the Contract (ABC) to payments under the following contracts for Procurement of Goods. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Provincial Government of Davao del Norte now invites bids for the above Procurement Projects, to wit:

Lot	Bid No.	P.R.	PhilGEPS	<b>R.O.</b>	Description	ABC	Rate
1	B20210380	21052674		PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR DESILTATION OF MACTAN RIVER ALONG MAGSAYSAY AND ANIBONGAN SECTION, CARMEN	<b>697,970</b> .00	1 <b>,000</b> .00
2	B20210381	21052733		PGO	PROCUREMENT OF FUEL AND LUBRICANTS FOR DAVNOR KAAGAPAY PROGRAM 2021 (4 <sup>TH</sup> QTR.)	300,000.00	<b>500</b> .00
3	B20210382	21052632		PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR IMPV'T. OF ASUNCION – MONTE CARLO – DEL PILAR PROV'L. ROAD (POL)	1,689,241.00	<b>5,000</b> .00
4	B20210383	21042425		PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR CONST. OF CANAL LINING ALONG PRK. 2, POBLACION, NEW CORELLA (POL)	<b>310,000</b> .00	500.00
5	B20210384	<b>2106328</b> 6		PEEDO – ADMIN	PROCUREMENT OF DRUGS AND MEDS FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	<b>9,362,359.</b> 26	<b>10,000.</b> 00
6	B20210385	21063306		PEEDO – ADMIN	PROCUREMENT OF MEDICAL SUPPLIES FOR	3,578,108.48	5,000.00

				CONSUMPTION OF THREE (3)		
				DISTRICT HOSPITAL OF DDN		
				PROCUREMENT OF MEDICAL		
7	B20210386	21063311	PEEDO –	SUPPLIES FOR	2,297,456.00	<b>5,000</b> .00
	B20210300	21003311	ADMIN	CONSUMPTION OF THREE (3)	2,297,430.00	
				DISTRICT HOSPITAL OF DDN		
				PROCUREMENT OF		
				HARDWARE MATERIALS		
8	B20210387	21063023	PEO	FOR VARIOUS CONST. OF	477 407 00	<b>500</b> .00
0	B20210387	21063025	PEO	BAHAY PAG-ASA, NEW	477,497.00	
				CORELLA, DAVAO DEL		
				NORTE		
				PROCUREMENT OF		
				PORTLAND CEMENT FOR		<b>500</b> .00
9	B20210388	21063130	PEO	REHABILITATION OF	379,848.00	500.00
				CANATAN BRIDGE,		
				ASUNCION, DDN		
				PROCUREMENT OF JOB		
• •	D00010000	010(0100	<b>DE</b> C	ORDER: SUPPLY AND		5,000.00
10	B20210389	21063133	PEO	INSTALLATION OF STEEL	2,405,872.00	
				SHEET PILES (534 LN.M)		
			DEC	PROCUREMENT OF JOB ORDER:		1 000 00
11	B20210390	21063222	PEO –	ENGINE OVERHAUL FOR 63-	850,000.00	<b>1,000</b> .00
			POOL	F16-5P KOMATSU EXCAVATOR		
				PROCUREMENT OF BRAND-		
				NEW MOTORCYCLES W/		25,000.00
12	B20210391	21073664	PGO	COMPLETE ACCESSORIES FOR	24,997,000.00	
				OFFICIAL USE OF PGO		

Delivery of the Goods is required within ten (10) calendar days upon receipt of the <u>Purchase Order of the winning bidder unless specified in the Schedule of</u> <u>Requirements</u>. Bidders should have completed, within <u>3 years</u> 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 nondiscretionary "*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. Prospective Bidders may obtain further information from Provincial Government of Davao del Norte and inspect the Bidding Documents at the address given below during 8:00 am-5:00 pm Mondays to Fridays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on July 20, 2021 to August 11, 2021 from the given address and website(s) specifically at: BAC Secretariat Office, 2F PGSO Bldg., Government Center, Mankilam, Tagum City, Province of Davao del Norte or at http://www.davaodelnorte.gov.ph/index.php/bid-opportunities/bidding-invitations: and upon payment of the applicable fee for the Bidding Documents, pursuant to the

latest Guidelines issued by the GPPB, in the amount <u>as reflected in item no. 2</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented **in person**.

- 6. The Provincial Government of Davao del Norte will hold a Pre-Bid Conference through Google Meet® as the official platform for the videoconferencing on July 29, 2021, 9:00 am at which shall be opened to all interested parties. Interested parties for the online pre-bid conference shall send the following information at bacddn2@gmail.com a day before the pre-bid conference, to wit:
  - 1. Official e-mail address which will be used during videoconferencing;
  - 2. Name of Participant;
  - 3. Name and Address of Establishment;
  - 4. Bid Number; and
  - 5. Name of Project/Item Description
- 7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **August 12, 2021**, 9:00 am. Late bids shall not be accepted. Moreover, all interested parties can only attend the above-cited Opening of Bids through Google Meet® as the official platform for the videoconferencing. Interested parties for the online opening of bids shall send the following information at bacddn2@gmail.com a day before the opening of bids, to wit:
  - 1. Official e-mail address which will be used during videoconferencing;
  - 2. Name of Participant;
  - 3. Name and Address of Establishment;
  - 4. Bid Number; and
  - 5. Name of Project/Item Description
- 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 August 12, 2021, 9:00 am at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity online.
- 10. The Provincial Government of Davao del Norte 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.
- For further information, please refer to: GLENN A. OLANDRIA, CE (Provincial Engineer)/BAC Chairperson Provincial Engineer's Office Government Center, Mankilam, Tagum City

#### **BAC SECRETARIAT OFFICE**

Province of Davao del Norte 2F PGSO Bldg., Government Center, Mankilam, Tagum City Telephone no. (province) 655-9415 Cellphone No. 09989630488 Email address: bacddn2@gmail.com Website address: www.davaodelnorte.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.davaodelnorte.gov.ph

GLENN A. OLANDRIA, CE Provincial Engineer BAC Chairperson

Date of Issued: July 20, 2021

### Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### 1. Scope of Bid

The Procuring Entity, Provincial Government of Davao del Norte wishes to receive Bids for the projects.

The Procurement Project (referred to herein as "Project") is composed of items indicated in Section VII. Technical Specifications.

#### 2. Funding Information

2.1. The GOP through the source of funding as indicated below, *viz*:

Bid No.	Funding Source
B20210380	20% Development Fund CY 2021
B20210381	General Fund CY 2021
B20210382	20% Development Fund CY 2021
B20210383	20% Development Fund CY 2021
B20210384	General Fund CY 2021
B20210385	General Fund CY 2021
B20210386	General Fund CY 2021
B20210387	20% Development Fund CY 2021
B20210388	5% Calamity Fund CY 2021
B20210389	5% Calamity Fund CY 2021
B20210390	20% Development Fund CY 2021
B20210391	Supplemental Budget No. 1 cy 2021

- 2.2. The source of funding is:
  - *a.* LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

#### 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. Foreign Bidders
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. 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;
    - ii. 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;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 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:

- a. 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.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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:

- a. Subcontracting is not allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must

submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or 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 <u>3 years</u> 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.
- 11.4. 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. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. 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.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

#### 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:
  - a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 until <u>December 10, 2021</u>. 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.

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 Entity's 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 14 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:

## **Option 1 – 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

20.2. 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

### Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

B ise	<b>P</b>	1 •					
3	For t	his purpos	e, contract	s similar	to the Project shall be:		
	Lot	Bid No.	P.R.	R.O.	Description	ABC	Rate
	1	B20210380	21052674	PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR DESILTATION OF MACTAN RIVER ALONG MAGSAYSAY AND ANIBONGAN SECTION, CARMEN	697,970.00	1,000.00
	2	B20210381	21052733	PGO	PROCUREMENT OF FUEL AND LUBRICANTS FOR DAVNOR KAAGAPAY PROGRAM 2021 (4 <sup>TH</sup> QTR.)	300,000.00	500.00
	3	B20210382	21052632	PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR IMPV'T. OF ASUNCION – MONTE CARLO – DEL PILAR PROV'L. ROAD (POL)	1,689,241.00	5,000.00
	4	B20210383	21042425	PEO	PROCUREMENT OF FUEL AND LUBRICANTS FOR CONST. OF CANAL LINING ALONG PRK. 2, POBLACION, NEW CORELLA (POL)	310,000.00	500.00
	5	B20210384	21063286	PEEDO – ADMIN	PROCUREMENT OF DRUGS AND MEDS FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	9,362,359.26	10,000.00
	6	B20210385	21063306	PEEDO – ADMIN	PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	3,578,108.48	5,000.00
	7	B20210386	21063311	PEEDO – ADMIN	PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	2,297,456.00	5,000.00
	8	B20210387	21063023	PEO	PROCUREMENT OF HARDWARE MATERIALS FOR VARIOUS CONST. OF BAHAY PAG-ASA, NEW CORELLA, DAVAO DEL NORTE	477,497.00	500.00
	9	B20210388	21063130	PEO	PROCUREMENT OF PORTLAND CEMENT FOR REHABILITATION OF CANATAN BRIDGE, ASUNCION, DDN	379,848.00	500.00
	10	B20210389	21063133	PEO	PROCUREMENT OF JOB ORDER: SUPPLY AND INSTALLATION OF STEEL SHEET PILES (534 LN.M)	2,405,872.00	5,000.00
	11	B20210390	21063222	PEO – POOL	PROCUREMENT OF JOB ORDER: ENGINE OVERHAUL FOR 63-F16-5P KOMATSU EXCAVATOR	850,000.00	1,000.00

## **Bid Data Sheet**

	12 B20210	391 21073664 PGO PROCUREMENT OF COMPLETE ACCES FOR OFFICIAL USE	LES W/ 24,997,000. SSORIES	25,000.00			
7.1		pleted within <u>3 years</u> prior to the d ipt of bids. <i>instructions</i> .	eadline for the s	ubmission a			
12	No further i	nstructions.					
14.1							
	b. The	amount of not less than <i>tent (2%) of ABC]</i> , if bid security k, bank draft/guarantee or irrevocable amount of not less than <i>tent (5%) of ABC]</i> if bid security is in S	is in cash, cash letter of credit; o <i>[the amount equ</i>	er's/manage r			
10.2	Pid no	Description	APC				
19.3	Bid no. B20210380	Description PROCUREMENT OF FUEL AND LUBRICANTS FOR DESILTATION OF MACTAN RIVER ALONG MAGSAYSAY AND ANIBONGAN SECTION, CARMEN	ABC 697,970.00	Lot Awarding			
	B20210381	PROCUREMENT OF FUEL AND LUBRICANTS FOR DAVNOR KAAGAPAY PROGRAM 2021 (4 <sup>TH</sup> QTR.)	300,000.00	Lot Awarding			
	B20210382	PROCUREMENT OF FUEL AND LUBRICANTS FOR IMPV'T. OF ASUNCION – MONTE CARLO – DEL PILAR PROV'L. ROAD (POL)	1,689,241.00	Lot Awarding			
	B20210383	PROCUREMENT OF FUEL AND LUBRICANTS FOR CONST. OF CANAL LINING ALONG PRK. 2, POBLACION, NEW CORELLA (POL)	310,000.00	Lot Awarding			
	B20210384	PROCUREMENT OF DRUGS AND MEDS FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	9,362,359.26	Lot Awarding			
	B20210385	PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	3,578,108.48	Lot Awarding			
	B20210386	PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	2,297,456.00	Lot Awarding			
	B20210387	PROCUREMENT OF HARDWARE MATERIALS FOR VARIOUS CONST. OF BAHAY PAG-ASA, NEW CORELLA, DAVAO DEL NORTE	477,497.00	Lot Awarding			
	B20210388	PROCUREMENT OF PORTLAND CEMENT FOR REHABILITATION OF CANATAN BRIDGE, ASUNCION, DDN	379,848.00	Lot Awarding			
	B20210389	PROCUREMENT OF JOB ORDER: SUPPLY AND INSTALLATION OF STEEL SHEET PILES (534 LN.M)	2,405,872.00	Lot Awarding			
	B20210390	PROCUREMENT OF JOB ORDER: ENGINE OVERHAUL FOR 63-F16-5P KOMATSU EXCAVATOR	850,000.00	Lot Awarding			
		PROCUREMENT OF BRAND-NEW		Lot Awarding			

	required by law shall be submitted during post-qualification stage.
21.2	No further instructions.

## Section IV. General Conditions of Contract

### Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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. 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.
- 5.2 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<br/>severallyliabletotheProcuringEntity.

## Section V. Special Conditions of Contract

### Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

GCC Clause	
1	Delivery and Documents –
	[For Goods supplied from within the Philippines, state:] "The delivery term applicable to this Contract are delivered [indicate place of destination]. Ris and title will pass from the Supplier to the Procuring Entity upon receipt an final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	Incidental Services –
	The Supplier is required to provide all of the following services, includir additional services, if any, specified in Section VI. Schedule of Requirements:
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provide that this service shall not relieve the Supplier of any warran obligations under this Contract; and</li> </ul>
	e. training of the Procuring Entity's personnel, at the Supplier's pla and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	The Contract price for the Goods shall include the prices charged by th Supplier for incidental services and shall not exceed the prevailing rates charge to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notification and information pertaining to spare parts manufactured or distributed by the

## **Special Conditions of Contract**

Sur	h spare parts as the Procuring Entity may elect to purchase from the oplier, provided that this election shall not relieve the Supplier of any rranty obligations under this Contract; and
2. in t	he event of termination of production of the spare parts:
i.	advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii.	following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
<b>^</b>	re parts and other components required are listed in Section VI le of Requirements) and the costs thereof are included in the contract
consuma	plier shall carry sufficient inventories to assure ex-stock supply of ble spare parts or components for the Goods for a period of (refer to the /I. Schedule of Requirements).
case, wit	rts or components shall be supplied as promptly as possible, but in any hin months of placing the order, but in any case, please refer ction VI. Schedule of Requirements.
Packagii	1g –
their dam in this C limitation salt and p weights s Goods' f in transit The pack shall con	blier shall provide such packaging of the Goods as is required to prevent hage or deterioration during transit to their final destination, as indicated Contract. The packaging shall be sufficient to withstand, without h, rough handling during transit and exposure to extreme temperatures, precipitation during transit, and open storage. Packaging case size and shall take into consideration, where appropriate, the remoteness of the inal destination and the absence of heavy handling facilities at all points caging, marking, and documentation within and outside the packages mply strictly with such special requirements as shall be expressly for in the Contract, including additional requirements, if any, specified
	nd in any subsequent instructions ordered by the Procuring Entity.
Name of Name of Contract Final Des Gross we	

	Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, 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.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	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.
2.2	No partial payment is allowed.
4	The inspections and tests that will be conducted are: <i>After the delivery and acceptance of the end user</i> .

# Section VI. Schedule of Requirements

	Bid no.	PR no.	Description	ABC
<b>no.</b> 1	B20210380	21052674	PROCUREMENT OF FUEL AND LUBRICANTS FOR DESILTATION OF MACTAN RIVER ALONG MAGSAYSAY AND ANIBONGAN SECTION, CARMEN	697,970.00
L. Payn 2. The S 3. Billin 4. The r Accoun by care	g shall be mac equisitioning t (SOA) from t lessness and g	sed on actual preferably be le weekly. office shall se he supplier, o gross negligen		y was caused ajeure and
			of the gasoline station of winning bidder.	
2	B20210381	21052733	PROCUREMENT OF FUEL AND LUBRICANTS FOR DAVNOR KAAGAPAY PROGRAM 2021 (4 <sup>TH</sup> QTR.)	300,000.00
MODE	ks: PAYMENT OF PAYMENT: of Delivery: (	will be made		
3	B20210382	21052632	PROCUREMENT OF FUEL AND LUBRICANTS FOR IMPV'T. OF ASUNCION – MONTE CARLO – DEL PILAR PROV'L. ROAD (POL)	1,689,241.00
najeur	e and other re	asonable circ	egligence of the person responsible. Provided further, fortuitous events, umstances, as the case may be, shall exempt the person responsible fror <b>If the gasoline station of winning bidder.</b> PROCUREMENT OF FUEL AND LUBRICANTS FOR CONST. OF CANAL LINING ALONG PRK. 2, POBLACION, NEW CORELLA (POL)	
	supplier must	based on actu	IS: al pump price. e the nearest station from the requisitioning office.	<u> </u>
2 The 3 Billi 4 The Accoun caused	requisitioning t (SOA) from t by carelessne	de weekly. office shall so he supplier, o ss and gross n	ee to it that payment will be made within thirty (30) days upon receipt of therwise a penalty will be imposed upon delay. Provided however, such egligence of the person responsible. Provided further, fortuitous events, umstances, as the case may be, shall exempt the person responsible fror	delay was , force
2 The 3 Billi 4 The Accoun caused	requisitioning t (SOA) from t by carelessne	de weekly. office shall so he supplier, o ss and gross n	ee to it that payment will be made within thirty (30) days upon receipt or therwise a penalty will be imposed upon delay. Provided however, such egligence of the person responsible. Provided further, fortuitous events,	delay was , force

	ALL ITEMS TO BE CHARGED TO THE THREE (3) DDN HOSPITAL MOOE UNDER DRUGS AND MEDICINES						
ACCOUNT. *KAPALONG - P3,120,786.42							
	*CARMEN - P3,120,786.42						
*IGACOS - P3,120,786.42							
Place of Delivery: DAVNOR PHARMACY							
			PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF	2 570 100 40			
6	B20210385	21063306	THREE (3) DISTRICT HOSPITAL OF DDN	3,578,108.48			
Remar	ks: NOTE:						
	1. AT LEAST TWO (2) YEARS EXPIRATION DATE FROM THE TIME OF DELIVERY.						
	ARTIAL DELIVI						
	JPON DELIVER		IDE A CERTIFICATE OF PRODUCT REGISTRATION (CPR) OF THE FOLLOWI	NG			
	ORI RAPID TES						
	NANCY TEST KI						
4. TOTA	L LOT AWARD	DING.					
			AILURE TO DO SO WILL BE DISQUALIFIED AS A BIDDER.				
-			THE R.O. INSPECTORY TEAM UPON DELIVERY OF THE ITEMS.				
	ATORY SUPPLI		E THREE (3) DDN HOSPITAL MOOE UNDER MEDICAL, DENTAL AND				
	ONG - P1,192						
	EN - P1,192,70	•					
*IGACO	S - P1,192,702	2.82					
Place	of Delivery:	DAVNOR PH	IARMACY				
7	B20210386	21063311	PROCUREMENT OF MEDICAL SUPPLIES FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	2,297,456.00			
Remar	ks: NOTE:						
1. AT LE	AST TWO (2)	YEARS EXPIRA	TION DATE FROM THE TIME OF DELIVERY.				
_	ARTIAL DELIVI						
	E DISQUALIFIE		ITH SPECIFIC BRAND AND TECHNICAL SPECIFICATION, FAILURE TO DO SC	)			
	-		n. DPY OF INTERNATIONAL STANDARD ORGANIZATION (ISO) AND CERTIFICA	TF			
			COMPANY, FAILURE TO COMPLY WILL BE DISQUALIFIED AS A BIDDER.				
6. THE 9	SUPPLIER SHO	ULD INFORM	THE R.O. INSPECTORY TEAM UPON DELIVERY OF THE ITEMS.				
ALL ITE	MS TO BE CHA	RGED TO THE	THREE (3) DDN HOSPITAL MOOE UNDER MEDICAL, DENTAL AND				
	ATORY SUPPLI						
	ONG - P765,8						
	EN - P765,818 )S - P765,818.6						
	of Delivery:		IARMACY				
			PROCUREMENT OF HARDWARE MATERIALS FOR VARIOUS	477 407 00			
8	B20210387	21063023	CONST. OF BAHAY PAG-ASA, NEW CORELLA, DAVAO DEL NORTE	477,497.00			
Remar	ks: TERMS and	d CONDITION	S:				
	II RSB/DRB/D						
	1. Please coordinate with Quality Control (Q.C.) Engineer for the conduct of Quality Test through Universal Testing						
		e expense of t	the winning establishment.				
B. Paint							
			ercury, lead, cadmium, hexa-valent chromium, barium, antimony, as well	•			
	(TBT) and triphenyltin (TPT). If the above substances exist in the product as impurities or contaminant, their total weight shall be less than 0.1% of the product. The use of Bariumsulfate (Barite) is excluded from this limitation.						
	2. The packaging shall be accompanied by a brief statement discouraging improper disposal of the material and						
encouraging consultation with local authorities for disposal requirements or recycling opportunities as specified in RA 9003							
under Article 4.							
For:							
- Construction of Drainage System at Bahay Pag-asa							
- Construction of Therapeutic Facility at Bahay Pag-asa Place of Delivery: PGSO Warehouse							
Place	of Delivery:	PGSO Ware	nouse				

<ol> <li>Please of the expension</li> <li>Supplier</li> <li>The supplier</li> <li>Place of I</li> </ol>	coordinate w se of the win r must subm	nning supplie nit material sa	ality Assurance and Control Division (QACD) for the conduct of Cement C	Quality Test at	
3. The supp Place of I	plier should		ample to PEO Quality Assurance and Control Division prior to the delivery	/ for testing	
	Denvery. I		e expenses for material testing.	for testing.	
	320210389	21063133	PROCUREMENT OF JOB ORDER: SUPPLY AND INSTALLATION OF STEEL SHEET PILES (534 LN.M)	2,405,872.00	
		D CONDITION			
		PM Division fo			
•			conduct actual measurement before installation.		
		• •	ted by QC Engineers before installation.		
	•	ommence wo	ork within three (3) calendar days after receipt of Notice to Commence W	/ork from the	
Area Engin					
		kty (60) calen	dar days.		
Place of I	Delivery: (	ONSITE			
11 B	320210390	21063222	PROCUREMENT OF JOB ORDER: ENGINE OVERHAUL FOR 63-F16- 5P KOMATSU EXCAVATOR	850,000.00	
Place of I	Delivery: (	ONSITE			
12 B	320210391	21073664	PROCUREMENT OF BRAND-NEW MOTORCYCLES W/ COMPLETE ACCESSORIES FOR OFFICIAL USE OF PGO	24,997,000.00	
		D CONDITION			
		ist be in Dava	o City Regional Office.		
2. GSIS Insi					
-	face helme				
•	customized)				
5. Sticker (customized logo)					
	-	•	),000 kms whichever comes first		
TERMS AND CONDITION:					
0		ist be in Dava	o City Regional Office.		
2. GSIS Insi					
-	face helme				
4. Jacket (customized) 5. Stickers (customized)					
	-				
	0	arranty or 10 PGSO WAR	),000 kms whichever comes first		

## Section VII. Technical Specifications

### Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## **Technical Specifications**

	Lot	Bid no.	PR no.	Description	ABC	Demenler		
	no.			-		Remarks		
	1	B20210380	21052674	PROCUREMENT OF FUEL AND LUBRICANTS FOR DESILTATION OF MACTAN RIVER ALONG MAGSAYSAY AND ANIBONGAN SECTION, CARMEN	697,970.00	[Bidders must state here either "Comply" or "Not Comply"		
1	11.984	ltrs Diesel				against each of		
2		00 ltrs Gasolin	e			the individual parameters of		
	2	B20210381	21052733	PROCUREMENT OF FUEL AND LUBRICANTS FOR DAVNOR KAAGAPAY PROGRAM 2021 (4 <sup>TH</sup> QTR.)	300,000.00	each Specification stating the		
1	3,750	tr DIESEL				corresponding		
2		tr PREMIUM				performance		
3	105 qr	t OIL				parameter of the equipment		
	3	B20210382	21052632	PROCUREMENT OF FUEL AND LUBRICANTS FOR IMPV'T. OF ASUNCION – MONTE CARLO – DEL PILAR PROV'L. ROAD (POL)	1,689,241.00	offered. Statements of "Comply" or "Not Comply"		
1	26,797	ltrs. Diesel				must be		
2		. Adblue				supported by		
3	108 kls.					evidence in a Bidders Bid and		
6	5 108 qrt. Brake Fluid 6 108 qrt. Coolant							
7		Oil 68/ ATF				to that evidence. Evidence shall be		
8		Engine Oil				in the form of		
9	27 ltrs.	Oil 140				manufacturer's		
10		. Hydraulic Oil	/ Oil 10			un-amended		
11	27 ltrs	. Gear Oil				sales literature,		
	4	B20210383	21042425	PROCUREMENT OF FUEL AND LUBRICANTS FOR CONST. OF CANAL LINING ALONG PRK. 2, POBLACION, NEW CORELLA (POL)	310,000.00	unconditional statements of specification and compliance		
1	6,400 lt	rs. Diesel				issued by the		
2		rs. Gasoline				manufacturer, samples,		
3		rs. Oil 40				independent test		
4	4 ca	ns Grease		PROCUREMENT OF DRUGS AND MEDS		data etc., as		
	5	B20210384	21063286	FOR CONSUMPTION OF THREE (3) DISTRICT HOSPITAL OF DDN	9,362,359.26	appropriate. A statement that is not supported by		
				G EFFERVESCENT		evidence or is		
	500 VIA	subsequently						
	3 3,000 TABS AMLODIPINE 10MG A 144 POTT AMOVICIUM 250MG (FML 60ML SUSP a 144 POTT AMOVICIUM 250MG (FML 60ML SUSP							
	4144 BOTT AMOXICILLIN 250MG/5ML, 60ML SUSPcontradicted by52,000 CAPS AMOXICILLIN 500MGthe evidence							
	6 950 VIALS AMPICILLIN SULBACTAM 750MG presented will							
	7 1,500 VIALS AMPICILLIN + SULBACTAM 1.5G							
8	8 1,000 VIALS AMPICILLIN 250MG <i>under evaluation</i>							
	9 1,000 VIALS AMPICILLIN 500MG liable for							
	10     1,000 VIALS AMPICILLIN 1G     rejection. A       11     300 AMPS ATROPINE SULFATE 1MG/ML, 1ML     statement either							
				1G/ML, 1ML E 10MG/ML, 2.5ML		statement either		
12	200 1/		OW DESILATE	L TOINIO/INIL, Z.JINIL		1		

13	200 BOTT AZITHROMYCIN 200MG/5ML, 15ML SUSP	in the Bidder's
14	15 AMPS AMIODARONE HCI 50MG/ML, 3ML	statement of
15	30 TABS AMIODARONE 200MG	compliance or
16	200 SUPP BISACODYL 10MG	the supporting
17	1,377 NEBS BUDESONIDE 250MCG/ML, 2ML	evidence that is
18	380 AMPS BUPIVACAINE HCl 0.5%, 4ML W/ 8% DEXTROSE (HEAVY)	found to be false
19	360 AMPS BUPIVACAINE HCI 0.5%, 10ML (ISOBARIC)	either during Bid
20	500 TABS BUTAMIRATE CITRATE 50MG	evaluation, post-
21	100 AMPS CARBOPROST 125MCG/0.5ML SOLUTION	qualification or
	5,500 CAPS CEFALEXIN 500MG	the execution of
	500 CAPS CEFIXIME 400MG	the Contract may
	1,000 TABS CETIRIZINE 10MG	be regarded as
	144 BOTT CETIRIZINE 10MG/ML, 10ML DROPS	fraudulent and
	200 VIALS CALCIUM GLUCONATE 10%, 10ML	render the
	4,400 TABS CEFUROXIME 500MG	Bidder or
	3,000 CAPS CELECOXIB 200MG	supplier liable
	1,000 TABS CLONIDINE 75MCG	for prosecution
	3,000 CAPS CLINDAMYCIN 300MG	subject to the
	3,000 AMPS CLINDAMYCIN 150MG/ML, 4ML	applicable laws
	2,600 TABS CO-AMOXICLAV 625MG	and issuances.]
	50 BOTT CO-AMOXICLAV 457MG/5ML, 70ML SUSP	unu issuunces.j
	50 BOTT CO-AMOXICLAV 228.5MG/5ML, 70ML SUSP	
	50 BOTT COTRIMOXAZOLE 200MG + 40MG/5ML, 70ML SUSP	
	50 BOTT COTRIMOXAZOLE 400MG + 80MG/5ML, 60ML SUSP 1,000 TABS CLOPIDOGREL 75MG	
	1,000 CAPS CLOVIDOGREL 75MG	
	2,000 AMPS DEXAMETHASONE 4MG/ML, 2ML	
	1,000 AMPS DIPHENHYDRAMINE 50MG/ML, 1ML	
	50 AMPS DOBUTAMINE 50MG/ML, 5ML	
	50 AMPS DOPAMINE HCI 40MG/ML, 5ML	
	100 BOTT DOMPERIDONE 1MG/ML, 60ML SUSP	
	500 AMPS EPINEPHRINE 1MG/ML, 1ML	
	3,000 AMPS FUROSEMIDE 10MG/ML, 2ML	
	3,000 AMPS GENTAMICIN 40MG/ML, 2ML	
	200 AMPS GLUCOSE (DEXTROSE) 50%, 50ML	
	1,000 AMPS HYDRALAZINE 20MG/ML, 1ML	
49	300 TABS HYOSCINE-N-BUTYLBROMIDE 10MG	
50	500 TABS ISOXSUPRINE HCI 10MG	
51	500 TABS ISOXSUPRINE HCI 5MG/ML, 2ML	
52	500 VIALS IMMUNOGLOBULIN, TETANUS (HUMAN) 250IU/ML, 1ML	
53	10 VIALS INSULIN, REGULAR 100IU/ML, 10ML	
54	10 VIALS INSULIN, BIPHASIC ISOPHANE HUMAN 70/30 100IU/ML, 10ML	
55	5 BOTT ISOFLURANE 100ML	
56	240 BOTT IV FLUIDS, 5% DEXTROSE IN WATER 500ML	
57	1,000 AMPS KETOROLAC 30MG/ML, 1ML	
58	3,000 TABS LOSARTAN 50MG	
59	50 BOTT LACTULOSE 3.35G/5ML, 120ML SYRUP	
60	50 BOTT MANNITOL 20%, 500ML	
	50 BOTT MEBENDAZOLE 100MG/5ML, 60ML SYRUP	
	5,000 CAPS MEFENAMIC ACID 500MG	
	500 TABS METFORMIN 500MG	
	1,000 TABS METHYLERGOMETRINE MALEATE 200MCG/ML, 1ML	
	300 TABS METHYLDOPA 250MG	
	2,000 AMPS METOCLOPRAMIDE 5MG/ML, 2ML	
	200 TABS METOCLOPRAMIDE 10MG	
	2,000 TABS METRONIDAZOLE 500MG	
	360 TUBE MUPIROCIN 2% OINTMENT, 5G	
	540 AMPS NOREPINEPHRINE 1MG/ML, 4ML	
	500 AMPS NICARDIPINE 1MG/ML, 10ML 1 800 CAPS OMERPAZOLE 20MG	
	1,800 CAPS OMEPRAZOLE 20MG 1,000 CAPS OMEPRAZOLE 40MG	
	2,000 VIALS OMEPRAZOLE 40MG + 10ML DILUENT	
	3,500 TABS PARACETAMOL 500MG	
15		

77 500 AI	AIVIPS PARACE	TAIVIOL 150IVI	G/ML, 2ML									
77 JUU AI	MPS PHYTOME	NADIONE 10	MG/ML, 1ML									
78 300 TA	BS POTASSIUN	A CITRATE 10	mEq									
79 300 TA	ABS POTASSIUN	A CHLORIDE 6	00MG									
			E 2mEq/ML, 20ML									
	ALS PROPOFOL											
	AMPS RANITID	-										
			JS (ATS) 1,500IU/ML, 1ML									
	T SEVOFLURAN											
			1mEq/ML, 20ML									
	TABS SODAIVIE I H	-	CINYLCHOLINE) HCI 20MG/ML, 10ML									
	ABS SIMVASTAT											
	BS SIMVASTA											
	AMPS TRAMAL		L. 2ML									
		-	, IOMG/ML, 5ML									
	MPS VACCINE,											
93 2,000	TABS VITAMIN	B1 B6 B12 10	0MG+5MG+50MCG									
94 144 B0	DTT ZINC SULF	ATE 27.5MG/I	ML, 15ML DROPS									
		· · · · · · · · · · · · · · · · · · ·		1	4							
			PROCUREMENT OF MEDICAL									
6	B20210385	21063306	SUPPLIES FOR CONSUMPTION OF	3,578,108.48								
			THREE (3) DISTRICT HOSPITAL OF DDN									
			bbit									
l 1,296 B	OTT ALCOHOL	70% ISOPROF	YL, 500ML									
2 3,000 T	UBE COLLECTIO	ON TUBE YELL	OW TOP 4ML									
		LE EXAMINAT	ION GLOVES MEDIUM		3 1,000 PCS CORD CLAMP							
5 72 ROLL	4 10,000 PCS DISPOSABLE EXAMINATION GLOVES MEDIUM											
5 72 ROLL ELASTIC BANDAGE 2X5 6 72 ROLL ELASTIC BANDAGE 3X5												
6 72 ROLI	ELASTIC BAND	DAGE 3X5										
6 72 ROLI 7 72 ROLI	ELASTIC BANE ELASTIC BANE	DAGE 3X5 DAGE 6X5										
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<ol> <li>6 72 ROLI</li> <li>7 72 ROLI</li> <li>8 20 TUB</li> <li>9 20 TUB</li> </ol>	ELASTIC BANE ELASTIC BANE E ENDOTRACHI E ENDOTRACHI	DAGE 3X5 DAGE 6X5 EAL TUBE 2.0 EAL TUBE 2.5	W/CUFFED									
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<ol> <li>6 72 ROLI</li> <li>7 72 ROLI</li> <li>8 20 TUB</li> <li>9 20 TUB</li> <li>10 20 TUI</li> <li>11 20 TUI</li> </ol>	ELASTIC BANE ELASTIC BANE E ENDOTRACHI E ENDOTRACHI BE ENDOTRACH BE ENDOTRACHI	DAGE 3X5 DAGE 6X5 EAL TUBE 2.0 EAL TUBE 2.5 HEAL TUBE 3.0 HEAL TUBE 3.5	W/CUFFED ) W/CUFFED 5 W/CUFFED									
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6         72 ROLI           7         72 ROLI           8         20 TUB           9         20 TUB           10         20 TUB           11         20 TUB           12         20 TUB           13         20 TUB           14         20 TUB           15         20 TUB           16         20 TUB           17         3,100           18         30 PCS           19         1,000           20         1,000           21         1,000	ELASTIC BANE ELASTIC BANE E ENDOTRACHI E ENDOTRACHI BE ENDOTRACHI BE ENDOTRACH BE ENDOTRACH BE ENDOTRACH BE ENDOTRACH BE ENDOTRACH BE ENDOTRACH CS DISPOSABI FEEDING TUB PCS NEBULIZIN PCS NEBULIZIN PCS NASAL OX PCS NASAL OX	DAGE 3X5 DAGE 6X5 EAL TUBE 2.0 EAL TUBE 2.5 HEAL TUBE 3.0 HEAL TUBE 3.0 HEAL TUBE 3.1 HEAL TUBE 4.0 HEAL TUBE 4.0 HEAL TUBE 5.0 HEAL TUBE 5.0 HEAL TUBE 5.0 HEAL TUBE 6.0 LE SYRINGE W E/NGT FR16 IG KIT W/MAS YGEN CANNU YGEN CANNU	W/CUFFED 9 W/CUFFED 5 W/CUFFED 9 W/CUFFED 9 W/CUFFED 9 W/CUFFED 9 W/CUFFED 9 W/CUFFED 9 W/CUFFED 9 W/CUFFED 9 W/CUFFED 10 ML 5K PEDIA 5K ADULT LA ADULT									
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6         72 ROLI           7         72 ROLI           8         20 TUB           9         20 TUB           10         20 TUB           11         20 TUB           12         20 TUB           13         20 TUB           14         20 TUB           15         20 TUB           16         20 TUB           17         3,100           18         30 PCS           19         1,000           20         1,000           21         1,000           22         1,000           23         1,000           24         1,000           25         30 UN           26         30 UN           27         20 PCS           28         20 PCS	ELASTIC BANG ELASTIC BANG ENDOTRACHI ENDOTRA	DAGE 3X5 DAGE 6X5 EAL TUBE 2.0 EAL TUBE 2.5 HEAL TUBE 2.5 HEAL TUBE 3.1 HEAL TUBE 4.1 HEAL TUBE 4.1 HEAL TUBE 4.1 HEAL TUBE 5.1 HEAL TUBE 5.1 HEAL TUBE 5.1 HEAL TUBE 5.1 HEAL TUBE 6.1 HEAL TUBE 6.1	W/CUFFED W/CUFF									
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6         72 ROLI           7         72 ROLI           8         20 TUB           9         20 TUB           10         20 TUB           11         20 TUB           12         20 TUB           13         20 TUB           14         20 TUB           15         20 TUB           16         20 TUB           17         3,100           18         30 PCS           19         1,000           20         1,000           21         1,000           23         1,000           24         1,000           25         30 UN           26         30 UN           27         20 PCS           30         180 PC           31         180 PC           32         180 PC           33         500 PC	ELASTIC BANG ELASTIC BANG ELASTIC BANG ENDOTRACHI ENDOT	DAGE 3X5 DAGE 6X5 EAL TUBE 2.0 EAL TUBE 2.5 HEAL TUBE 2.5 HEAL TUBE 3.1 HEAL TUBE 4.1 HEAL TUBE 4.1 HEAL TUBE 4.1 HEAL TUBE 5.1 HEAL TUBE 5.1	W/CUFFED W/CUFF									
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1								
	CS SUCTION C		8					
40 1,000 PCS URINE BAG								
41 1,000 PCS URINE COLLECTOR PEDIA								
42 5,000 PCS GLUCOSE STRIPS								
43 2,700 KIT H. PYLORI RAPID TEST								
<ul> <li>44 50 BOTT NORMAL SALT SOLUTION (NSS) 0.85%, 1L</li> <li>45 4,500 KIT PREGNANCY TEST KIT</li> </ul>								
45 4,500 K	II PREGNANC		PROCUREMENT OF MEDICAL					
			SUPPLIES FOR CONSUMPTION OF					
7	B20210386	21063311	THREE (3) DISTRICT HOSPITAL OF	2,297,456.00				
			DDN					
1 2,000 PCS	IV CANNULA	G18 W/SAFE	ТҮ					
2 2,000 PCS	IV CANNULA	G20 W/SAFE	ТҮ					
3 2,000 PCS	IV CANNULA	G22 W/SAFE	ТҮ					
4 2,000 PCS	IV CANNULA	G24 W/SAFE	ТҮ					
5 2,000 PCS	IV CANNULA	G26 W/SAFE	ТҮ					
6 500 PCS H	IEPLOCK							
	/ONOSYN 1.0							
	/ONOSYN 3.0							
	IOVOSYN 1.0	•						
	NOVOSYN 2.0		ROUND					
	SPINAL NEED							
	SILKAM 3.0 ST S NOVOSYN (							
15 1,944 PC	.3 110 0 0 3 111 0		PROCUREMENT OF HARDWARE					
_			MATERIALS FOR VARIOUS CONST. OF					
8	B20210387	21063023	BAHAY PAG-ASA, NEW CORELLA,	477,497.00				
			DAVAO DEL NORTE					
1 32 pcs. R	Rubber Pail							
			amless Pipe (Outdoor)					
•			nless Pipe (Outdoor)					
	mm Stainless		g Rod					
0	0"Ø Welding I							
	Ø Cut-off Wl							
•	Ø Grinding Sto							
•	l.5mm x 38mn fing Cloth 4"	n x 38mm x 6	m Angle Bar					
10 1 pc. Bu								
•	cs. 10mmØ x	6.0m DRB (G	rade 33)					
	s. 12mmØ x 6.							
•	8mmØ x 6.0m	•						
	#16 G.I. Tie V							
0	Hacksaw Blad							
	8" Wire Mesh							
17 52 shts	. 5mm thk. x 1	L.20m x 2.40n	n Marine Plywood, Type II with PS Markings	5				
		L.20m x 2.40r	n Ordinary Plywood, Type II with PS Markin	gs				
19 2 kg. 1"								
0	12" CW Nails							
	2½" CW Nails							
22 10 kg. 3" CW Nails								
23 11 kg. 4" CW Nails								
<ul> <li>24 2 gals. B-310 Red Oxide Primer Paint (Premium Grade)</li> <li>25 2 gals. Paint Thinner (Premium Grade)</li> </ul>								
•		(Premium Gr	auej					
•	" Paint Brush							
•	Paint Brush							
28 1 pc. St		t/Hard Hat						
•	Safety Helme s Safety Shoes							
•	s Safety Shoes s Working Glo							
•	s Rubber Boot							
33 10 pcs.								

•	Construction	•		
35 3 pcs. l	Empty Drum P	VC (200 liters		
0	D.0.0.1.0.0.0		PROCUREMENT OF PORTLAND	250 040 00
9	B20210388	21063130	CEMENT FOR REHABILITATION OF	379,848.00
			CANATAN BRIDGE, ASUNCION, DDN	
1 E06 bag	c Dortland Co	mont		
1,590 Dag	s Portland Ce	l	DROCUREMENT OF IOD ORDER.	
10	B20210389	21063133	PROCUREMENT OF JOB ORDER: SUPPLY AND INSTALLATION OF	2 405 872 00
10	B20210389	21003133	STEEL SHEET PILES (534 LN.M)	2,405,872.00
			STELL STELLT TILLS (SST LIVIN)	
1 lot IOB O	BDFR: Supply	and Installat	ion of Steel Sheet Piles (534 ln.m.)	
			m.) (7.0mm x 6.0m x 0.60m) = $28,515.60$ kg.	
•			and Mobilization/Demobilization (Vibro	
	nd Backhoe)		<i>,</i> , , , , , , , , , , , , , , , , , ,	
			PROCUREMENT OF JOB ORDER:	
11	B20210390	21063222	ENGINE OVERHAUL FOR 63-F16-5P	850,000.00
			KOMATSU EXCAVATOR	
1 lot Job O	rder: Engine C	Overhaul		
Scope of W	/ork:			
			to free way repair and install including	
<i>.</i> .			< supply defective parts, cleaning and	
	parts before			
	t bushing and i	0.	5	
	ng rod bushing			
	ng rod re-stan	•		
	-	-	egrind & polishing	
	ft main journa	-	in housing and cup line horing	
	head re-surfac		in housing and cup line boring.	
	acing valve sea			
	eat ring insert	at relace		
	earance resett	ting and valve	lanning	
	of camshaft bu	-		
-	alve head adj	-	-	
0	ing and sleeve			
	st calibrating fu			
16 Repair c	of hyadraulic m	nain pump an	d check pressure	
	17	7 Repair of co	ntrol valve oile leaking & adjust pressure	
			PROCUREMENT OF BRAND-NEW	
12	B20210391	21073664	MOTORCYCLES W/ COMPLETE	24,997,000.00
	220210031	210/2001	ACCESSORIES FOR OFFICIAL USE OF	21,557,000100
			PGO	
4 470.00				
			YCLES W/COMPLETE ACCESSORIES DER,AIR-COOLED,OVER HEAD CAM	
	PE: 4 STRUKE	SINGLE CYLIN	DER,AIR-COOLED,OVER HEAD CAIN	
(OHC)				
	SYSTEM: ELEC			
	)N (REAR): SW (FRONT): 90/9			
	. , ,		91 x 811 x 1,125 (mm)	
	HT: 825 mm	л vv л пj. z,U	51 × 511 × 1,123 (IIIIII)	
	EM: CARBURET	TOR .		
	YPE: 12V-5Ah			
	1ENT: 150cc			
	SION TYPE: MA	ANUAI		
	TEM (FRONT):			
	(REAR): 110/9			
	E DIMENSION			
		,		

GROUND CLEARANCE: 243 mm MAXIMUM HORSE POWER [kW(PS)]: 8.72 kW @ 8,000 rpm BORE & STROKE: 57.3 x 57.8 (mm) SUSPENSION (FRONT): TELESCOPIC FORK BRAKE SYSTEM (REAR): DRUM BRAKE WHEELS TYPE: SPOKE DRY WEIGHT: 122 kg FUEL TANK CAPACITY: 12 L MAXIMUM TORQUE (Nm): 12.1 Nm @ 6,000 rpm 2 82 UNITS BRAND NEW MOTORCYCLES W/COMPLETE ACCESSORIES ENGINE TYPE: 4- STROKE OHC AIR COOLED STARTING SYSTEM: ELECTRIC / KICK SUSPENSION (FRONT): TELESCOPIC FORK BRAKE SYSTEM (REAR): HYDRAULIC VENTILATED DISK WHEELS TYPE: SPOKE DRY WEIGHT: 99 Kg FUEL TANK CAPACITY: 3.8 LITERS ENGINE OIL CAPACITY: 0.9 LITER MAXIMUM TORQUE (Nm): 10.4 @ 5,000 rpm DISPLACEMENT: 124.8 cc IGNITION SYSTEM: DC-CDI (CAPACITOR DISCHARGE IGNITION) SUSPENSION (REAR): TWIN TIRES SIZE (FRONT): 250 - 17 M/C 33L OVER-ALL DIMENTIONS (L x W x H): 1,902mm x 805mm x 1,072mm SEAT HEIGHT: 776 mm FUEL SYSTEM: PGM-FI GEAR SHIFT PATTERN: ROTARY TYPE / N-1-2-3-4 BATTERY TYPE: 12V - 5 Ah MF TYPE BORE & STROKE: 52.4 mm x 57.9 mm TRANSMISSION TYPE: CONSTANT MESH 4- SPEED BRAKE SYSTEM (FRONT): HYDRAULIC VENTILATED DISK TIRES SIZE (REAR): 250 - 17 M/C 38L WHEELBASE DIMENSIONS: 1,239 mm GROUND CLEARANCE: 136mm FUEL: UNLEADED GASOLINE (91+ OR ABOVE OCTANE RATING MAXIMUM HORSE POWER [kW(PS)]: 6.9 (9.4)@ 7,500 RPM

# Section VIII. Checklist of Technical and Financial Documents

# Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (a) (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 Mayor's or Business permit issued by the city or municipality where the (c) principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved (d) by the Bureau of Internal Revenue (BIR). Technical Documents Statement of the prospective bidder of all its ongoing government and (e) 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 Statement of the bidder's Single Largest Completed Contract (SLCC)  $\Box$  (f) 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  $\left( \mathbf{g} \right)$ 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 Conformity with the Technical Specifications, which may include (h)production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS);  $\square$  (i) 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. (j) Registration/Bidders fee of P 500.00 (enclose official receipt only) (Note: Must be renewed annually)

Financial Documents

(k) 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** 

(1)

) 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

(m)

If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

#### <u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

#### **II. FINANCIAL COMPONENT ENVELOPE**

- (n) Original of duly signed and accomplished Financial Bid Form enclosed in bid document; <u>and</u>
- (o) Bid form PASIMS generated (This shall be given upon receipt of the Bidding Document after payment of the non-refundable fee)

Note:

1. Fill-up the Bid form PASIMS generated provided, (Handwritten or Typewritten).

2. Only the original bid form shall be accepted.

3. Photocopy of the Bid form shall be accepted, provided that it shall be in the original size of the bid form (8.5x13) paper size.

(p) Original of duly signed and accomplished Price Schedule(s).

# Section IX. Sample Forms

- 1. Statement of all Ongoing Government & Private Contracts Including Awarded Contract
- 2. Statement of the Bidder's Single Largest Completed Contract (SLCC)
- 3. Net Financial Contracting Capacity (NFCC)
- 4. Form of Bid Security (Bank Guarantee)
- 5. Bid Security Declaration
- 6. Omnibus Sworn Statement
- 7. Bid Form

Standard Form Number: SF-GOOD-13a

Statement of all Ongoing Government & Private Contracts Including Awarded Contracts but not yet started

 Business Name
 :

 Business Address
 :

Name of Outstanding	a. Owner's Name		Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding	
Contract with other contracting party/ Project Cost	b. Address c. Telephone Nos.	Kinds of Goods/ Nature of Work	Description	ription % b. Date St c. Date of		Planned	Actual	Works/ Undelivered Portion	
				1			1		
					Total Co	ost			

Note: This statement shall be supported with:

- 1. Notice of Award and/or contract
- 2. Notice to proceed issued by the owner
- 3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by

(Printed Name & Signature)

\_\_\_\_\_

Designation

Date

Standard Form Number: SF-GOOD-13b

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name : \_\_\_\_\_\_ Business Address : \_\_\_\_\_

Name of Contract/	a. Owner's Name	Definition or description of the	Bidder's Role		a. Amount at Award	a. Date Awarded
Project Cost	b. Address c. Telephone Nos.	similar project or major categories of work	Description	%	b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed
					Total Cost	

Total Cost

Note: This statement shall be supported with:

- 1. Contract
- 2. Certificate of completion
- 3. Certificate of Acceptance

Submitted by

(Printed Name & Signature)

Designation Date

# NET FINANCIAL CONTRACTING CAPACITY (NFCC)

The computation for the Net Financial Contracting Capacity (NFCC) should be included in the eligibility documents following the formula and format calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

#### Note: K factor is fixed at 15

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

\*Current assets and current liabilities should be picked up from the corresponding entry in the audited financial statement for the year 2020

\*The NFCC should at least be equal to the Approved Budget for the Contract (ABC) to be bid.

Example:	
Current Assets -	P 5.2M
Current Liabilities -	P 4.1M

Value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid–

#### P 1.1M

NFCC = (5.2M - 4.1M) \* 15 - 1.1M

NFCC = 15.4M

### **Bid Securing Declaration Form** [shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES) CITY OF \_\_\_\_\_\_) S.S.

#### BID SECURING DECLARATION Project Identification No.: *[Insert number]*

To: [Insert name and address of the Procuring Entity] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and

c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

#### **Contract Agreement Form for the Procurement of Goods (Revised)**

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:

i. Philippine Bidding Documents (PBDs);

- i. Schedule of Requirements;
- ii. Technical Specifications;
- iii. General and Special Conditions of Contract; and
- iv. Supplemental or Bid Bulletins, if any

ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.</u>

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Signatory's Legal Capacity] for: [Insert Procuring Entity] [Insert Name and Signature] [Insert Signatory's Legal Capacity] for: [Insert Name of Supplier]

#### Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

## **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

#### REPUBLIC OF THE PHILIPPINES) CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

#### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

### **Performance Securing Declaration (Revised)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_\_) S.S.

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

i. Procuring Entity has no claims filed against the contract awardee;

- ii. It has no claims for labor and materials filed against the contractor; and
- iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF,** I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

# Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Bid No. \_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract are awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of:

# **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

#### **BID FORM**

Date:	
Bid No.:	

#### *To: [name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

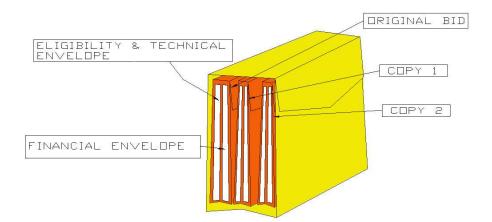
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

# Section X. SEALING AND MARKING OF BIDS



### I. Single Stage Bidding Process

Envelope 1. Original Bid

- a. Original Eligibility Documents and Technical Proposal
- b. Original Financial Proposal

## Envelope 2. Copy #1

- a. Copy #1 Eligibility Documents and Technical Proposal
- b. Copy #1 Financial Proposal

# Envelope 3. Copy #2

- a. Copy #2 Eligibility Documents and Technical Proposal
- b. Copy #2 Financial Proposal

## II. Each Envelope shall:

- 1. Contain the name of the contract to be bid in capital letters
- 2. Bear the name and address of the prospective bidder in capital letters
- 3. Bear addressed to the PROCURING ENTITY's BAC
- 4. Bear the specific identification of this project indicated in the ITB
- 5. Bear a warning "DO NOT OPEN BEFORE" the date and time for the Opening of Bids indicated in the ITB.

Each envelope must be sealed.

<b>The Chairman</b> <b>B</b> ids & <b>A</b> wards <b>C</b> ommittee 2F/PGSO Building, Government Center, Mankilam, Tagum City Davao del Norte	ORIGINAL ENVELOPE
Bid No. / PROCUREMENT OF	
Contractor: (NAME OF CONTRACTOR) (ADDRESS)	
"DO NOT OPEN BEFOREAT	<u>09:00 AM</u> "

