

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**ACQUISITION OF ONE (1) UNIT BIG
BUS WITH AN ENGINE
DISPLACEMENT NOT EXCEEDING
8500cc FOR DIESEL**

Project No. PHSABAC-PB- 2021-11-004

**Sixth Edition
July 2020**

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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



Republic of the Philippines
PHILIPPINE HIGH SCHOOL FOR THE ARTS
Bids and Awards Committee
National Arts center, Mt. Makiling, Los Baños, Laguna
Tel. No. (049) 576-4100 E-mail Address: bac@phsa.edu.ph

INVITATION TO BID FOR
ACQUISITION OF ONE (1) UNIT BIG BUS WITH AN ENGINE DISPLACEMENT
NOT EXCEEDING 8500cc FOR DIESEL

1. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS**, through the General Appropriations Act of 2021 intends to apply the sum of **EIGHT MILLION FIVE HUNDRED THOUSAND PESOS (Php 8,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **ACQUISITION OF ONE (1) UNIT BIG BUS WITH AN ENGINE DISPLACEMENT NOT EXCEEDING 8500cc FOR DIESEL** with **PROJECT NO. PHSABAC-PB-2021-11-004**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** now invites bids for the above Procurement Project. Delivery of the Goods is required for the period of **NINETY (90) CALENDAR DAYS**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 5183.

4. Prospective bidders may obtain further information from **PHSA-BAC Secretariat Office** and inspect the Bidding Documents at the address given below during weekdays, **Monday to Friday at 8:00a.m. to 4:00 p.m. only**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 25, 2021 to December 14, 2021** from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **NINE THOUSAND PESOS ONLY (Php 9,000.00)**.

Payment will be made directly at PHSA Cashier’s Office from 8:00am to 3:00pm only. Proof of payment must be presented upon acquiring a complete set of bidding documents at the BAC Secretariat Office.

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

6. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** will hold a *Pre-Bid Conference on December 02, 2021 (Thursday), 9:00a.m.* at *PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna*, if applicable and/or through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *1:00p.m. of December 14, 2021 (Tuesday)*. Late bids shall not be accepted.
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 *December 14, 2021 (Tuesday), 1:30p.m.* at *PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna*, if applicable and/or through video conferencing or webcasting via Zoom application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

PRECY ANGELES-MONDEJAR
Head, BAC Secretariat
PHILIPPINE HIGH SCHOOL FOR THE ARTS
National Art Center, Mt. Makiling,
Los Baños, Laguna, 4030
Contact No. 049-5764100/09178536362
Email: bac@phsa.edu.ph
Website: www.phsa.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.phsa.edu.ph

November 25, 2021

RONALDO A. ABUAN
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **PHILIPPINE HIGH SCHOOL FOR THE ARTS (PHSA)** wishes to receive Bids for the **ACQUISITION OF ONE (1) UNIT BIG BUS WITH AN ENGINE DISPLACEMENT NOT EXCEEDING 8500cc FOR DIESEL**, with identification number **PHSABAC-PB-2021-11-004**.

The Procurement Project (referred to herein as “Project”) is composed of 1 LOT, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021** in the amount of **EIGHT MILLION FIVE HUNDRED THOUSAND PESOS (Php 8,500,000.00)**.

2.2. The source of funding is:

NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. 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.
- 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: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at ***PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna, if applicable*** and/or through videoconferencing/webcasting via Zoom application 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 five (5) years prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

13. Bid and Payment Currencies

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

- Payment of the contract price shall be made in: 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 **one hundred twenty (120) calendar days from the date of the opening of bids**. 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 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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Projects that are similar in nature or related to the ACQUISITION OF ONE (1) UNIT BIG BUS WITH AN ENGINE DISPLACEMENT NOT EXCEEDING 8500cc FOR DIESEL</i> b. completed within five (5) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | Subcontracting is not allowed. |
| 8 | <p>The pre-bid conference will be held on December 02, 2021 (Thursday), 9:00a.m. at PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna, if applicable and/or through videoconferencing/webcasting via Zoom application. Details are as follows:</p> <p>Meeting Link:</p> <p>https://us02web.zoom.us/j/89119578412?pwd=VmF4Q3FvMXEzNU55ZUIMWGpHSWNvZz09</p> <p>Meeting ID: 891 1957 8412</p> <p>Passcode: 675904</p> |
| 12 | The price of the Goods shall be quoted “delivery duty paid (DDP)” to the PHSA, National Arts Center, Mt. Makiling, los Baños, Laguna or the applicable International Commercial terms (INCOTERMS) for this project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php 170,000.00 <i>[the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 425,000.00 <i>[the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond. <p>If the bidders opt to submit cashier’s/manager’s check the payee shall be the PHILIPPINE HIGH SCHOOL FOR THE ARTS.</p> <p>If the bidders opt to submit Surety Bond the conditions of the obligations shall include Sec. 23.1 (b), 34.2, 40.1 and 69.1 except 69.1 (f) of the Revised Implementing Rules and Regulations of RA 9184. Submit the original copy of the Official Receipt for premium payment and If the bidder opts to submit Bid Securing Declaration, prescribed form for Secretary’s Certificate Board Resolution Supporting Bid Securing Declaration of Corporate Bidders and Special Power of Attorney shall be use.</p> |

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| 16 | <p>The bidders shall <i>submit their bids manually on or before 1:00p.m. of December 14, 2021 (Tuesday)</i> at the address below:</p> <p>BAC Secretariat Supply and Procurement Office, PHSA, NAC, Mt. Makiling, Los Baños, Laguna</p> |
| 17 | <p>The bid opening will be held on <i>December 14, 2021 (Monday), 1:30p.m.</i> at <i>PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna</i>, if applicable and/or through videoconferencing/webcasting via Zoom application. Details are as follows:</p> <p>Meeting Link:</p> <p>https://us02web.zoom.us/j/82539437621?pwd=d1BWc21MTExSQXFuQ2NiRTFxbXZaZz09</p> <p>Meeting ID: 825 3943 7621</p> <p>Passcode: 921323</p> |
| 19.3 | <p><i>Please refer to the PRICE SCHEDULE and TECHNICAL SPECIFICATIONS indicated in Section VII.</i></p> |
| 20.1 | <p>List of additional post-qualification documents relevant to the Project that may be required by the PHSA:</p> <ol style="list-style-type: none"> 1. BIR 2303 2. Latest income and business tax returns (BIR Form 1702 or 1702) filed and paid through the BIR Electronic Filing and Payment System (eFPS) 3. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) files and paid through the BIR Electronic Filing and Payment System (eFPS) <p>Bidders must submit the post-qualification requirements within a non-extendible period of five (5) calendar days from receipt of the notice of LCB/SCB from the BAC.</p> |
| 21.1 | <p>List of additional contract documents relevant to the project that may be required by existing laws and/or the Procuring Entity:</p> <ol style="list-style-type: none"> 1. Signed Notice of Award 2. Performance Security in accordance with Section 39 of the Revised IRR of RA 9184 which includes the Performance Securing Declaration (PSD) as an alternate performance security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No. 09-2020 dated 7 May 2020. |
| Additional | <p>The bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the technical and financial envelopes, including documents that require the bidder's, or its authorized representative's, signature, per NPM No. 118-2015.</p> <p>All forms that require signature/s on the space provided for shall be duly accomplished by the bidder, or its authorized representative/s.</p> |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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 severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are <i>delivered to PHS A, National Arts Center, Mt. Makiling, Los Baños, Laguna</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <u>Mr. Alvin C. Miclat with Cellular Phone No. 09175456653.</u></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| | |

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 1.1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 1.2. in the 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.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the procuring Entity.

| | |
|--|---|
| | <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>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.</p> |
| | <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the 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.</p> <p>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.</p> <p>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 consulate to the port of dispatch. In the event that carriers of 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.</p> <p>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.</p> |

| | |
|-----|---|
| | <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <i>No further instruction.</i> |
| 4 | The inspections and tests that will be conducted are in accordance with Section VII. Technical Specifications. |

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|---|-----------------|--------------|--|
| 1 | ACQUISITION OF ONE (1) UNIT BIG BUS WITH AN ENGINE DISPLACEMENT NOT EXCEEDING 8500cc FOR DIESEL | 1 UNIT | 1 UNIT | WITHIN NINETY (90) CALENDAR DAYS UPON RECEIPT OF NOTICE TO PROCEED |

Section VII. Technical Specifications

Technical Specifications

| Item | Specification | Statement of Compliance |
|------|---------------|---|
| | | <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |

| TECHNICAL SPECIFICATIONS | Bidder's Statement of Compliance |
|--|----------------------------------|
| 1. a. Make and Model: b. Country of Origin: Preferably from G7 Country c. Locally Fabricated Body (Customized) | |
| 2. ENGINE a. Make and Model b. Diesel fed, direct injection, turbo-charged and intercooled, electronic control common rail type, with diesel particulate active reduction system (DPR) c. Minimum Rated Output (ISO), PS(kw) - 280 (206) d. Water cooled engine e. Emission compliant - EURO IV (Minimum) f. Rear mounted engine g. Maximum Torque (ISO), N-m - 824 N-m h. Maximum Piston Displacement, cc - 8,000 cc | |
| 3. CLUTCH a. Dry single plate b. Hydraulically operated with air booster | |
| 4. TRANSMISSION a. Speed: 6F and 1R b. Overdrive synchromesh 1st-6th c. Mechanical control with power shift | |
| 5. STEERING a. Power Steering b. Type of Power Assist | |
| 6. BRAKES a. Full air dual circuits service brake b. Spring loaded type parking brake acting on the rear wheels c. Electric pneumatic exhaust brake d. Brake Retarder e. Anti-lock Brake System (ABS) | |
| 7. SUSPENSION a. Front and rear air bag type with shock absorbers and stabilizer | |
| 8. AXLES a. Reversed Elliot "I" section beam front axle b. Full floating, single reduction by hypoid gearings at rear axle | |
| 9. TIRES AND WHEELS a. Front - single b. Rear - dual | |

| | |
|---|--|
| <ul style="list-style-type: none"> c. Tire size: 295/80R22.5 d. 10-studs e. One (1) spare wheel/tire with wind-up carrier shall be included | |
| <p>10. ELECTRICAL, INSTRUMENTAL, METERS & GAUGES</p> <ul style="list-style-type: none"> a. Two (2) - 12 Volts Heavy Duty Battery b. Head Lamps c. Tail Lamp, Stop Lamp, License Plate Lamp, Side Clearance Lamp, Turn Signal d. Fuel Gauge, Air and Water Temperature Gauges e. Speedometer with Odometer f. Warning lamps/buzzers for low oil pressure, cooling water level, overheating, low brake fluid, and battery discharge g. Indicating lamps for parking brake, head light high beam, turn signal warning h. Forced Feed Lubrication System (Electric Type) | |
| <p>11. BODY</p> <ul style="list-style-type: none"> a. Single deck, all steel, non-rivet construction Length = 11,500 mm (minimum) Height = 3,800 mm (maximum) Width = 2,500 mm (maximum) b. Body frame shall be hollow square steel and rectangular tubes c. Exterior panel - G.I. Sheet | |
| <p>12. FLOOR</p> <ul style="list-style-type: none"> a. Floor board - marine plywood, 3/4" thick b. Floor covering - vinyl matting | |
| <p>13. SERVICE DOOR</p> <ul style="list-style-type: none"> a. Folding type, automatically operated b. Front service door | |
| <p>14. WINDOW</p> <ul style="list-style-type: none"> a. Side windows - fixed type | |
| <p>15. WINDSHIELD</p> <ul style="list-style-type: none"> a. Front windshield shall be molded fiberglass Two (2) pieces glass b. Rear - one (1) piece molded fiberglass safety glass | |
| <p>16. SEATING ARRANGEMENT</p> <ul style="list-style-type: none"> a. 2x3, 61 passenger forward facing seats b. Fixed Individual Backrest c. Mohair / Leatherette seat upholstery | |

| | |
|--|--|
| 17. AIRCONDITION AND VENTILATOR a. Roof mounted aircon unit (Direct Drive Type) b. Type of refrigerant c. Adequate air vents for equal distribution of condition air | |
| 18. INTERIOR AND EXTERIOR a. Side view mirror b. Driver's sunvisor c. Inside rear view mirror d. Digital Clock | |
| 19. ACCESSORIES AND ATTACHMENTS a. A/V Accessories, (Min. 24" LED TV) b. Standard set of tools, includes one (1) hydraulic jack 10-tons and tire wrench c. One (1) 10 pounds fire extinguisher | |
| 20. PAINT a. To be determined by PHSA | |
| 21. MANUALS a. One (1) copy each of Service/Maintenance manual and Parts Manual to be included per unit ordered | |
| 22. RUST PREVENTION TREATMENT (BODY) a. Specify | |
| 23. WARRANTY a. One (1) year | |

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this BID is binding on us.

Bidder's Company Name (in print)

Signature Over Printed Name of Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

| | | | |
|--|---|--|--|
| Name of Bidder | | | |
| ENVELOPE NO. 1 | | | |
| I. TECHNICAL COMPONENT ENVELOPE | | | |
| <i>Class "A" Documents</i> | | | |
| <u>Legal Documents</u> | | | |
| 1 | Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or | | |
| | 1.a. 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. | | |
| | 1.b. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. | | |
| | 1.c. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). | | |
| <u>Technical Documents</u> | | | |
| 2 | Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. | | |
| 3 | Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; | | |
| 4 | 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; | | |
| 5 | Conformity with the Technical Specifications which may include production/delivery schedule, manpower requirements, and as enumerated and specified in Section VII of the PBD . | | |
| 6 | Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. | | |
| 7 | Certification from manufacturer of as authorized dealer. | | |

| <i>Financial Documents</i> | | | |
|-------------------------------------|---|--|--|
| 8 | 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. | | |
| 9 | The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. | | |
| <i>Class "B" Documents</i> | | | |
| 10 | 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. | | |
| ENVELOPE NO. 2 | | | |
| FINANCIAL COMPONENT ENVELOPE | | | |
| 11 | Original of duly signed and accomplished Financial Bid Form; <u>and</u> | | |
| 12 | (a) Original of duly signed and accomplished Price Schedule(s). | | |

NOTE:

The Bidder is responsible to double check the full description of above requirements in the bidding documents issued by the PHSA.

The Bidders are required to provide a Table of Contents and corresponding tab/label for each submitted technical and financial components to help ensure completeness of submission by the bidders and facilitate examination by the BAC.

Any missing document is a ground for outright rejection of the bid.

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____
 Project Identification No.: _____

To: **BIDS AND AWARDS COMMITTEE**
Philippine High School for the Arts
 National Arts center, Mt. Makiling,
 Los Baños, Laguna

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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|--------------------------------|------------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| <i>(if none, state “None”)</i> | | |

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: _____

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 _____ Project ID 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 is 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) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Statement of the Bidder's Single Largest Completed Contract Similar to the Contract to be Bid
(indicate only one)

Business Name : _____

Business Address : _____

| Name of Contract | a. Owner's Name b. Address c. Telephone Nos. | Nature of Work | a. Amount at Award b. Amount at Completion c. Contract Duration | a. Date Awarded b. Contract effectivity c. Date Completed |
|-------------------|--|----------------|---|---|
| <u>Government</u> | | | | |
| | | | | |
| | | | | |
| <u>Private</u> | | | | |
| | | | | |
| | | | | |

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Certificate of Completion/Acceptance

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

**Statement of All Ongoing Government and Private Contracts,
including Contracts Awarded but not yet Started**

Business Name : _____

Business Address : _____

| Name of Contract/Project Cost | a. Owner's Name b. Address c. Telephone Nos. | Nature of Work | a. Date Awarded b. Date Started c. Date of Completion | % of Accomplishment | | Value of Outstanding Works/Undelivered Portion |
|-------------------------------|--|----------------|---|---------------------|--------|--|
| | | | | Planned | Actual | |
| <u>Government</u> | | | | | | |
| | | | | | | |
| <u>Private</u> | | | | | | |
| | | | | | | |

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the Owner

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid)
- ii. If there is no ongoing contract including awarded but not yet started, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Net Financial Contracting Capacity (NFCC) Form

A. Summary of the Bidder’s assets and liabilities on the basis of the attached audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

| | | Year 20____ |
|---|----------------------------------|-------------|
| 1 | Total Assets | |
| 2 | Current Assets | |
| 3 | Total Liabilities | |
| 4 | Current Liabilities | |
| 5 | Net Worth (1-3) | |
| 6 | Net Working Capital (2-4) | |
| 7 | Total Value of Outstanding Works | |

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed 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.

NFCC = Php _____

Herewith attached is a true copy of the audited financial statement: stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

Submitted by:

Registered Business Name of Bidder

Name and signature of Authorized Representative

Date: _____

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*

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

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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. **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.**

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 Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

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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

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

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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*

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

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COMMITTED CREDIT LINE CERTIFICATE

Date: _____

Name of the Head of the Procuring Entity
Name of the Procuring Entity
Address of the Procuring Entity

CONTRACT/PROJECT: _____

COMPANY/FIRM: _____

ADDRESS : _____

BANK/FINANCING INSTITUTION: _____

ADDRESS : _____

AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <Supplier/Distributor/Manufacturer/Contractor>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <Supplier/Distributor/Manufacturer/Contractor> of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of (Name of the Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer : _____

Official Designation : _____

Concurred By:

Name & Signature of <Supplier/Distributor/Manufacturer/Contractor>'s

Authorized Representative : _____

Official Designation : _____

Note: The amount committed should be machine validated.

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

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JOINT VENTURE FORM

ACQUISITION OF ONE (1) UNIT BIG BUS WITH AN ENGINE DISPLACEMENT NOT EXCEEDING 8500cc FOR DIESEL

In line with the required eligibility document in the bidding for the above-mentioned item, we are submitting the appropriate document/s as indicated in the box checked below:

- Valid and existing Join Venture Agreement (JVA)
- Notarized statement from potential joint venture partners stating that we will enter into a JVA and will abide by the provision of the JVA and will abide by the provision of the JVA in the instance that the bid is successful.
- Not Applicable

I hereby certify that all statement and information provided herein are complete, true, and correct.

Signature of Representative : _____

Name of Representative : _____

Official Designation : _____

Company : _____

Address : _____

Telephone/ Fax/ E-mail : _____

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: _____, of legal age, _____, owner/proprietor of _____ and a resident of _____.

-and-

owner/proprietor of _____, of legal age, _____, a resident of _____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the _____.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

Name of Authorized Representative/Owner: _____

Signature : _____

Date : _____

ENVELOPE SEALING ILLUSTRATION



